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5/31/96

COLLECTIVE BARGAINING AGREEMENT

between

MACOMB COUNTY
ROAD COMMISSION

and

ADMINISTRATIVE
AND TECHNICAL
EMPLOYEES ASSOCIATION

1994 - 1996

Macomb County Road Commission

Michigan State University
LABOR AND INDUSTRIAL
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GENERAL

ARTICLE 1 - Introduction

THIS AGREEMENT was entered into the 1st day of June, 1994, between the ROAD COMMISSION OF MACOMB COUNTY, hereinafter referred to as the "EMPLOYER" and MACOMB COUNTY ROAD COMMISSION ADMINISTRATIVE AND TECHNICAL EMPLOYEES ASSOCIATION, inclusive of Units 1, 2, 3, 4 and 5, hereinafter independently referred to as the "ASSOCIATION". It is understood that the headings used in this Agreement, including exhibits, are for reference only and are not meant to detract from the meaning.

ARTICLE 2 - Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the EMPLOYER, the Employees and the ASSOCIATION. To that end, there shall be no discrimination against any Employee because of ASSOCIATION activity, membership in the ASSOCIATION or because of acting as an officer or in any other capacity on behalf of the ASSOCIATION. The EMPLOYER and the ASSOCIATION shall not discriminate against any Employee because of age, sex, race, nationality, religious or political beliefs. This provision shall in no way diminish the ASSOCIATION officer's duty to responsibly administrate the provisions herein. Where appropriate in this Agreement, the specification of the masculine gender applies to the feminine, and the specification of the singular applies to the plural and vice versa. The parties recognize that the interest of the community and the job security of the Employees depend upon the EMPLOYER'S success in establishing a proper service to the community.

The ASSOCIATION officers together with the EMPLOYER shall administer the provisions herein, with the Membership's pledge to promote productive and efficient standards of service to the EMPLOYER and the public. The ASSOCIATION and its Membership will encourage safety for the protection of the Employees, and together with the EMPLOYER eliminate waste

and maximize efficiency in the interest of the public.

To these ends, the EMPLOYER and the ASSOCIATION shall encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees under the terms of this contract.

ARTICLE 3 - Recognition of Bargaining Unit

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the EMPLOYER recognizes the ASSOCIATION as the exclusive collective bargaining representative for all Employees included within Units 1, 2, 3, 4 and 5, with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

ARTICLE 4 - Aid to Other Unions

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining nor make any agreement with such group or organization for the purpose of undermining the ASSOCIATION.

ADMINISTRATION

ARTICLE 5 - Union Security

A. Employees subject to this Agreement have the option to become members of the ASSOCIATION. Membership notwithstanding, Employees shall be subject to the following regulations:

1. Employees who are ASSOCIATION members on the effective date of this Agreement shall be required to continue membership during the term of this Agreement.
2. Employees who are not members of the ASSOCIATION on the effective date of this Agreement but who wish to become members, shall make application for membership and file a dues deduction authorization form within thirty (30) calendar days following the effective date of Agreement.
3. Employees hired, rehired, reinstated or transferred into

the bargaining unit after the effective date of this Agreement, shall be required as a condition of continued employment to become members of the ASSOCIATION within thirty (30) calendar days following employment with the bargaining unit or comply with the terms of subparagraph 4.

4. Employees employed prior or subsequent to the effective date of this Agreement and who are not or do not wish to become members of the ASSOCIATION, shall, as a condition of employment, pay the ASSOCIATION a monthly service fee toward administration of this contract in an amount that does not exceed regular ASSOCIATION membership dues and which complies with applicable law. An Employee failing to comply with this requirement shall be subject to termination of employment within thirty (30) calendar days from receipt of proper notification from the ASSOCIATION. It shall be the ASSOCIATION'S responsibility to notify the EMPLOYER in writing and request termination of employment based upon violation of the terms aforesaid.

B. An Employee who tenders the required dues and/or service fee, shall be deemed to have met the requirements of this Article. Any Employee who develops a sixty (60) day arrearage in payment of membership dues or service fees shall be subject to termination within thirty (30) calendar days from receipt of proper notification from the ASSOCIATION. It shall be the ASSOCIATION'S responsibility to notify the EMPLOYER in writing of an Employee arrearage and request termination of that Employee's employment.

C. If any provision of this Article is invalid according to Federal or State laws, it shall be modified to comply or be renegotiated.

ARTICLE 6 - Union Dues, Service Fees, and Initiation Fees Collection

A. Employees may tender the service fee and/or monthly membership dues by signing the appropriate Authorization for Dues Check-Off Form, or they may pay directly to the ASSO-

CIATION. During the life of this Agreement, and in accord with the terms of the Authorization for Dues Check-Off Form, and to the extent the laws of the State of Michigan permit, the EMPLOYER agrees to deduct from the pay of each Employee who executes or has executed an Authorization for Dues Check-Off Form (See Attachments for sample form), ASSOCIATION membership dues or service fees levied in accordance with the Constitution and By-Laws of the ASSOCIATION. When executed, the Authorization for Dues Check-Off Form shall be binding upon the Employee for the duration of this contract. Any Employee may revoke, alter or amend such Authorization for Dues Check-Off by written notice to the EMPLOYER within the thirty (30) days prior to contract expiration period. Failing to do so, the original Authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

B. Deductions shall be made only in accordance with the provisions of said Authorization for Dues Check-Off together with the provisions of this Agreement. The EMPLOYER shall have no responsibility for the collection of the service fees, membership dues, special assessments or any other deduction not in accordance with this article.

C. A properly executed copy of such Authorization for Dues Check-Off Form shall be delivered to the EMPLOYER for each Employee for whom ASSOCIATION membership dues or service fees are to be deducted before any payroll deductions are made. Deductions thereafter shall be made only under Authorization for Check-Off Forms properly executed and in effect. Any Authorization for Dues Check-Off Form which is incomplete or in error will be returned to the ASSOCIATION'S Treasurer.

D. Check-Off deductions under all properly executed Authorization for Dues Check-Off Forms shall become effective at the time application is tendered to the EMPLOYER and shall be deducted from the first (1st) pay of that month and each month thereafter.

E. In cases where a deduction duplicates a payment an Employee has already made into the ASSOCIATION, or where

a deduction is not in conformity with the provisions of the ASSOCIATION Constitution and By-Laws, refunds to the Employee will be made by the ASSOCIATION.

F. Deductions for any calendar month shall be remitted to the designated financial officer of the ASSOCIATION as soon as possible after the tenth (10) day of the following month. The EMPLOYER shall furnish the designated financial officer of the ASSOCIATION a monthly list of those for whom the ASSOCIATION has submitted signed Authorization for Dues Check-Off Forms but for whom no deductions have been made. A copy of said list shall be forwarded to the ASSOCIATION Treasurer.

G. An Employee shall be subject to check-off deductions during the month in which employment ceases. For example, an Employee terminated from employment on January 5 will be subject to check-off deductions for the entire month of January and the EMPLOYER is required to remit the amounts from the Employee's final check, notwithstanding whether said deductions are normally accounted for during that specific payroll period. Beginning with the following month, check-off deductions shall no longer apply. The EMPLOYER, upon request, shall provide the ASSOCIATION with the names of such Employees following the end of the month in which termination occurred.

H. Any dispute which may arise between the ASSOCIATION and the EMPLOYER as to whether an Employee properly executed or properly revoked an Authorization for Dues Check-Off Form shall be reviewed with the Employee by the designated representative of the ASSOCIATION and the designated representative of the EMPLOYER. If this review fails to dispose of the matter, the dispute shall be a matter for a special conference.

I. The ASSOCIATION shall furnish the EMPLOYER the names of all members paying dues or service fees directly, within fifteen (15) days after the effective date of this Agreement. Thereafter, the ASSOCIATION shall furnish the EMPLOYER a monthly list of any changes.

ARTICLE 7 - Stewards and Alternate Stewards

A. An Employee shall be represented by one (1) Steward. In

the absence of the Steward, or in matters involving the Steward, an alternate representative of the Unit shall be designated.

B. Following a request to the Supervisor and pursuant to the terms of this Agreement, the Unit Steward or alternative representative may investigate and present grievances during working hours and without loss of pay. The Supervisor shall grant permission as soon as possible, but in no event later than the next regularly scheduled working day. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding the time will be devoted to proper handling of grievances and not abused.

ARTICLE 8 - Grievance and Grievance Procedure

Grievance as used in the Agreement is limited to a complaint or request of the Grievant which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

Every Employee who is a member of the bargaining unit represented by the ASSOCIATION shall have the right to present grievances in accordance with the procedures provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision. No ASSOCIATION representative, ASSOCIATION steward, or ASSOCIATION alternate representative may solicit grievances, but may receive, discuss and handle grievances as specifically delineated in this Article unless such activities unreasonably interfere with productive work. If an Employee feels that he/she has a grievance, he/she shall first present the grievance orally to his/her immediate Supervisor who shall attempt to adjust the matter consistent with the terms of this Agreement.

Grievances shall be processed according to the following procedure:

Step I:

A. The Employee may discuss⁶₍₁₇₎ the grievance with the Steward at the beginning and/or end of the day. The Employee shall have the right to discuss the Complaint with the Steward before any discussion takes place with the Supervisor. The Supervisor shall make arrangements for the Employee to be off

his/her job for a reasonable period of time in order to discuss the complaint with the Steward.

B. If the Steward feels that there is a grievance, the Steward may discuss the grievance orally with the Employee's immediate supervisor.

Step II:

A. If the matter is not satisfactorily settled at Step I, a grievance may be submitted in written form by the Steward to the labor relations officer or designated Management representative. The written grievance shall state clearly and concisely all the facts which form the basis of the complaint and any Articles of the Collective Bargaining Agreement that have allegedly been violated. The grievance must be presented in writing within fifteen (15) working days after its occurrence, or first knowledge of its occurrence, to be a proper matter for consideration under Step II or any subsequent steps of this grievance procedure.

B. The labor relations officer or designated Management representative shall, within seven (7) working days, answer the grievance in writing with a copy to be sent to the Secretary of the ASSOCIATION. The time limits within this Step of the grievance procedure may be shortened or extended by mutual agreement.

Step III:

A. Within seven (7) working days after the answer provided for in Step II, or after any mutually shortened or extended time period, the President of the ASSOCIATION, or his/her designate, may submit a written appeal to the EMPLOYER'S designated representative. The EMPLOYER'S designated representative shall arrange for a meeting within seven (7) working days from the date the written appeal is received. Said meeting shall be held between not more than three (3) representatives of the ASSOCIATION and three (3) representatives of the EMPLOYER.

B. The ASSOCIATION President, or his/her designate shall be allowed time from his/her job without loss of time or pay to investigate a grievance that has been referred to him/her in accord with Step III. His/her Supervisor shall grant the ASSO-

CIATION President, or his/her designate, permission to leave work for such purpose, in accord with the terms of Article 7(B).

C. The ASSOCIATION representatives may meet at a place designated by the EMPLOYER on the EMPLOYER'S property for at least one-half (1/2) hour immediately preceding any meeting provided for in this Step of the grievance procedure.

D. The EMPLOYER'S designated representative shall answer the grievance in writing and forward said answer to the ASSOCIATION President within seven (7) working days after the meeting provided for in Step III. The time limits within this Step of the grievance procedure may be shortened or extended by mutual agreement.

Step IV:

A. If the answer provided in Step III is unsatisfactory to the ASSOCIATION, within fifteen (15) working days from the EMPLOYER'S Step III answer, the grievance shall be submitted to arbitration upon written demand by the ASSOCIATION as follows:

1. The parties agree to the continued maintenance of an Umpire system whereby three (3) disinterested persons qualified in labor-management relations shall serve as permanent Umpires. Within ten (10) days of the ASSOCIATION'S written demand for arbitration, the permanent Umpire next in line to hear the arbitration case shall be notified of his/her selection by joint correspondence from the parties for the purpose of securing a hearing date. The Umpires shall be listed alphabetically to hear cases.
2. If at any time either party desires to terminate the service of an Umpire, it shall give notice in writing to that effect to the other party specifying the date of termination. The parties shall then send a joint written notice to the Umpire of his/her termination. Neither party may terminate the services of an Umpire unless he/she has heard at least one (1) case. Neither party may terminate the services of an Umpire while the decision on the merits is pending, absent mutual agreement by the parties. Once the

Umpire has received written notice that his/her services are terminated, he/she shall not hear future cases. In the event an Umpire is terminated, a new Umpire shall be selected within thirty (30) days of the termination. The parties shall first attempt to select a new Umpire by mutual agreement at a Special Conference. If the parties are unable to agree upon an individual to serve as a permanent Umpire, for each unfilled position the Director of the Michigan Employment Relations Commission shall be requested to submit the names of three (3) disinterested persons qualified and willing to act as impartial labor arbitrators. From each list the EMPLOYER and the ASSOCIATION shall each alternatively strike one name until two (2) names have been eliminated and the person whose name remains on the list shall be selected to act as one of the three (3) permanent Umpires.

3. The permanent Umpire assigned to a given case shall hear the matter promptly and issue the decision no later than thirty (30) days from the date of the closing of the hearing. The Umpire's decision will be in writing and will set forth findings of facts, reasonings and conclusions on the issues submitted. The fees and expenses of the Umpire shall be shared equally by the parties.
4. The Umpire's authority shall be limited strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and the umpire shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable laws prevailing over the terms of this Agreement.
5. To the extent the laws of the State of Michigan permit, it is agreed that any Umpire's decision shall be final and binding on the ASSOCIATION, and the involved Employee or Employees, and the EMPLOYER, and said decision shall be without appeal.
6. In the event a case is appealed to the Umpire, and he/she

finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

An individual grievance, as distinguished from a policy grievance, may be withdrawn by an individual Employee and/or the ASSOCIATION without prejudice, and if so withdrawn, all financial liability shall date only from the date of reinstatement. A policy grievance may be withdrawn by the ASSOCIATION under the same conditions. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where more than one (1) grievance involves a similar issue, upon mutual agreement of the parties, all except one (1) may be withdrawn without prejudice pending disposition of the representative case. In such event, the withdrawal without prejudice does not affect financial liability.

Any grievance not taken to the next Step within the time limits specified herein will be considered settled on the basis of the last answer of the EMPLOYER.

Failure by the EMPLOYER to answer the grievance at any Step within the time limits will cause said grievance to be automatically moved to the next Step of the grievance procedure. If the EMPLOYER fails to answer the grievance at Step III within the designated time limits, the ASSOCIATION may treat the refusal to answer as an unsatisfactory response and immediately move for arbitration pursuant to Step IV.

Extensions of the time limits may be made by a written signed agreement between a representative of the ASSOCIATION and a representative of the EMPLOYER.

No claim for back wages shall exceed the amount of total wages the Employee would have earned had he/she worked.

Policy grievances filed by the Units and discipline and discharge grievances shall be filed at Step III.

ARTICLE 9 - Special Conferences

Special Conferences will be arranged between the ASSOCIATION President, or his/her designate, and the EMPLOYER'S designated representative upon request of either party. Such meetings shall be between at least two (2) representatives of the

EMPLOYER and at least two (2) representatives of the ASSOCIATION. Employees shall not lose time or pay for the time spent in special conferences. Such conferences shall be scheduled within seven (7) days of the request unless waived by the EMPLOYER and the ASSOCIATION. When a special conference is called regarding an issue germane to a specific unit, or an employee from a specific unit, the steward of the affected unit shall be permitted to attend the special conference.

ARTICLE 10 - Association Bulletin Boards

The EMPLOYER will provide a reasonable number of bulletin boards to be placed in those areas mutually agreed upon by the EMPLOYER and the ASSOCIATION to be used for posting notices of all ASSOCIATION and professional activities. Information posted shall be pertinent and in good taste.

The bulletin boards shall not be used for disseminating propaganda and shall not be used for posting or distributing pamphlets of a political nature. The ASSOCIATION shall have exclusive use of the bulletin boards.

ARTICLE 11 - Inspection of Personnel Records

The Employee shall have the right to review his/her personnel file as allowed by the Bullard-Plawecki Employee Right to Know Act, MCLA 423.501, et seq; MSA 17.62, et seq, except that an Employee shall have the right to review his/her personnel file to prepare for a grievance or arbitration and/or unfair labor practice hearing notwithstanding any limitation contained in the above-referenced Act.

WORK FORCE/WORK LOAD

ARTICLE 12 - Management Rights

The ASSOCIATION recognizes that management of the Road Commission of Macomb County and direction of the work force is vested exclusively in the Commission, except as limited by specific provisions of this Agreement.

ARTICLE 13 - Continuous Work for Regular Employees and Subcontracting

The Road Commission shall do all within its authority to provide all regular Employees continuous work throughout the year. Subcontracting of work, however, shall continue to be within the sole discretion of the Commission. If the EMPLOYER subcontracts, the basis of any subcontracting will be limited to the issue of responsible fiscal management and not intended as a means to decrease employment or Employee benefits among the bargaining unit Employees.

ARTICLE 14 - Productivity, Efficiency and Temporary Assignment

A. Employees represented by the ASSOCIATION shall be expected to temporarily work in either higher, comparable or lower classifications. An Employee assigned to a higher classification shall receive the negotiated rate of the assigned classification or one (1) pay increment higher than the Employee's current pay rate, whichever is greater, but never less than an additional 30 cents per hour. If the addition of 30 cents per hour would cause the Employee's higher pay rate to exceed the maximum of a higher classification, the Employee shall be limited to the classification maximum. An Employee assigned to a comparable or lower classification shall suffer no reduction in pay rate. Pay for assignment to a higher classification shall become effective immediately upon assignment to that classification. Substantial performance of the duties of the classification without official assignment shall be considered an assignment for purposes of pay.

B. Temporary assignments of six (6) calendar weeks or less, specifically occasioned by vacation, sick leave, other scheduled or unscheduled absence or temporary increase in regular work load may be filled by assignment of a bargaining Unit Employee or a person outside of the ASSOCIATION without first having to bid the assignment. When the EMPLOYER exercises discretion to select a bargaining unit Employee for a temporary assignment of six (6) weeks or less, it shall first attempt to fill the

assignment on a voluntary basis pursuant to Paragraph D. If volunteers are unavailable, the employer may direct the least senior bargaining unit employee available and capable of performing the work to fill the assignment. As pertains to Assistant Foreman, however, the senior Assistant Foreman within the Division shall be directed to temporarily fill the Foreman's position if he/she is capable of performing the work. Consideration will be given to other Assistant Foremen within the Division upon request. The EMPLOYER shall not create and/or approve successive assignments of six (6) weeks or less which shall have the effect of avoiding the obligation to bid temporary assignments of more than six (6) weeks. The EMPLOYER shall maintain a current roster of non-bargaining unit persons temporarily assigned under this Paragraph which list shall include the person's name, position, and beginning and ending date of the assignment. This roster shall be kept current and made available to the ASSOCIATION upon request.

C. A temporary assignment to a higher, comparable or lower classification exceeding six (6) calendar weeks shall be bid and awarded to the most senior qualified bargaining unit Employee. A temporary assignment shall not exceed a total of one hundred twenty (120) days within a calendar year without mutual consent of the EMPLOYER and the ASSOCIATION.

D. Bargaining unit Employees wishing to fill temporary assignments of six (6) weeks or less as specified in Paragraph B above, shall notify the Personnel Office in writing of their desire. Such notices shall expire every six (6) months unless renewed in writing by the Employee. The EMPLOYER shall keep a current list of Employees wishing to fill temporary assignments.

E. The granting of temporary assignments pursuant to Paragraphs B and C shall require approval of the Employee's immediate supervisor. Approval of the immediate supervisor shall not be withheld for unreasonable, arbitrary or discriminatory reasons.

F. Temporary assignments shall not be used to fill vacancies created by death, retirement, resignation or discharge except when determined necessary to facilitate the time period required

for the bidding process. Temporary assignments involving non-bargaining unit persons shall be permitted providing the use of such persons does not result in a lay-off or loss of regular full-time work or benefits for any bargaining unit member. Temporary assignments to non-bargaining unit persons shall not be permitted while any regular, full-time bargaining unit member is on lay-off.

ARTICLE 15 - No Strike Clause

The ASSOCIATION recognizes that strikes by public Employees are illegal and contrary to Michigan law, and may be detrimental to the public health, safety and welfare. The ASSOCIATION agrees that no strike of any kind shall be caused or sanctioned by the ASSOCIATION at any time during the life of this Agreement. The occurrence of any such act prohibited by the applicable Michigan state statutes shall be deemed a violation of this Agreement. Any Employee who commits any act legally prohibited in this Article may be subject to discharge or other disciplinary action as determined by the EMPLOYER.

TERMS OF EMPLOYMENT

ARTICLE 16 - Probationary, Seasonal and Co-op Employees

A. New Employees hired in the Units shall be considered as probationary Employees for the first ninety (90) calendar days of their employment. The ninety (90) calendar day probationary period shall be accumulated within not more than one (1) year. When an Employee finishes the probationary period he/she shall be entered on the seniority list of the Units and acquire seniority retroactively ninety (90) calendar days. The parties may extend the probationary period by mutual agreement not to exceed ninety (90) days. Probationary Employees are at-will Employees and can be discharged without cause. There shall be no seniority among probationary, temporary, seasonal and co-op employees.

B. The ASSOCIATION shall represent probationary Employees for the purpose of Collective Bargaining in respect to

rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement. The ASSOCIATION shall not represent seasonal or co-op Employees.

C. Probationary Employees who have completed ninety (90) calendar days of work shall become eligible for all fringe benefits at their earliest date of implementation.

D. A seasonal Employee shall be defined as an Employee who is enrolled in a high school or college and is hired during a high school or college vacation. A seasonal Employee shall not work beyond sixteen (16) calendar weeks. The parties may, by mutual agreement, extend the period beyond sixteen (16) calendar weeks.

E. A co-op Employee shall be defined as an Employee hired during the school year through an accredited student program. The time period for employment shall correspond to the school year or the length of the accredited student program if less than the full school year and may be in excess of sixteen (16) calendar weeks. The parties may, by mutual agreement, extend the time period beyond the school year or length of accredited student program.

F. The EMPLOYER shall maintain a current roster of seasonal and co-op employees. This roster shall be made available to the ASSOCIATION upon request and contain the name of the Employee, classification, date of hire, employment location and type of work being performed. This list shall be kept current on a monthly basis.

ARTICLE 17 - Seniority

A. Seniority shall not be affected by race, sex, marital status, age, religion or dependents of an Employee.

B. The seniority list determined as of the date of this Agreement shall include the names and job titles of all Administrative and Technical Employees within the Road Commission entitled to seniority.

C. The EMPLOYER shall keep the seniority list up-to-date at all times and shall provide the ASSOCIATION with a revised copy whenever changes occur. For informational purposes, the list shall include part time, temporary and probationary Em-

ployees and be so designated.

D. Seniority shall be based on the date of hire within the Road Commission, except that, in the context of promotions, Employees from Local 893 assuming positions within a bargaining Unit party to this agreement after January 1, 1980, shall accrue seniority from the first day of work in such Unit. Seniority accumulation in Local 893 shall be recognized for lay-off but shall not be recognized for promotional purposes. The recognition of seniority accumulated in Local 893 for the purpose of lay-off is conditioned upon the approval by local 893 of identical language in any Local 893 Bargaining Agreement covering the period of this contract.

E. In the event of lay-off and notwithstanding their position on the seniority list, ASSOCIATION officers shall be continued at work as long as there is work which they can perform within any of the units represented by the ASSOCIATION. ASSOCIATION Stewards shall be continued at work as long as there is work which they can perform within their Unit.

F. Except as provided under Paragraph D, an Employee who transfers to a position not included in the Units party to this Agreement shall have his/her accumulated seniority frozen as of the day he/she leaves. Should such Employee transfer back to a position included in the bargaining Units, he/she shall be entitled to his/her seniority accumulated while a member of the bargaining Unit but shall not be awarded seniority for the time worked in a position not included in the Units. Employees transferred under the above circumstances shall retain all benefit rights accrued as provided in this Agreement.

ARTICLE 18 - Loss of Seniority

An Employee shall lose his/her seniority for the following reasons:

A. Quits.

B. Is discharged and the discharge is not reversed through the grievance procedure.

C. Is absent for five (5) consecutive working days without notifying the EMPLOYER. In proper cases, exceptions will be made by the EMPLOYER. After such absence, and within three

(3) days, the EMPLOYER shall send written notification by registered letter to the Employee at his/her last known address that his/her seniority and employment have been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

D. Does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions may be made by mutual consent between the EMPLOYER and the ASSOCIATION.

E. Return from leave of absence will be treated the same as "C" above.

ARTICLE 19 - Lay-Off and Recall

A. Lay-Off:

1. "Lay-off" shall be defined as a reduction in the work force resulting from a necessary decrease of work or lack of funds. The EMPLOYER agrees that a lay-off shall never take place for punitive purposes. The ASSOCIATION will be given the opportunity to discuss the circumstances with the EMPLOYER prior to the effective date of the lay-off. Where practicable, the EMPLOYER will attempt to reassign rather than lay-off.
2. If a reduction in the work force becomes necessary, the following procedure shall be mandatory:
 - (a) All temporary, part-time, seasonal, co-op and probationary Employees shall be terminated.
 - (b) If a further reduction is necessary, the EMPLOYER shall determine and select the classification(s) from which further reductions shall occur. Such reduction in the case of seniority Employees will be made in inverse order of seniority as defined in Article 17.
 - (c) The EMPLOYER shall prepare a bump list of all Employees who might be affected together with the similar or lower classification(s) whether within or without the affected unit, to which each of those Employees may be eligible to bump. A copy of the official EMPLOYER bump list shall be provided the ASSOCIATION President, or designate, simulta-

neous with its final preparation. In determining the classification(s) to which an Employee may be eligible to bump, the EMPLOYER will use the Employee's seniority and qualifications. "Qualified" for purposes of this Article is defined as the ability to perform the job. It shall be assumed that an Employee can perform the duties of the position he or she selects if able to do so within a period of no more than forty (40) working hours.

- (d) The EMPLOYER shall follow the same procedure described in Paragraph A(2) aforementioned for all subsequent bumps. This process shall be continued until the seniority and classification(s) of the Employee(s) who remain(s) afford(s) no further bumping rights.
3. As soon as possible, but in no event later than five (5) working days following notification to the ASSOCIATION that the bump list has been finally prepared, a meeting shall be convened between three (3) EMPLOYER representatives and three (3) ASSOCIATION representatives to discuss the proposed bumping sequence. If the ASSOCIATION disagrees with the bumping sequence as presented by the EMPLOYER, every effort will be made to resolve the dispute through negotiation. If no agreement can be reached, the ASSOCIATION may exercise its grievance rights beginning with Article 8, Step IV independent of the bumping process. Exercise of the ASSOCIATION'S rights under the grievance procedure shall not operate as a stay of the lay-off/bumping procedure. Any Employee in the bumping sequence who desires to accept a lay-off rather than bump, shall be considered to have completed the bump process. The EMPLOYER/ASSOCIATION meeting shall be final as to the bumping sequence, and no Employee will process any further bumping rights related to this lay-off other than those preserved through the grievance process as aforementioned.

4. Employee(s) to be laid off shall receive at least ten (10) working days notice of lay-off. Simultaneous with the lay-off notice, all Employees changing job assignments/classifications through the bumping process shall be given the effective date of their new job assignments/classification.
 5. At the time of lay-off, Employees of the ASSOCIATION will be given first opportunity to apply for employment among other Road Commission bargaining units prior to outside hiring. Further, a laid off Employee shall be considered as employed for purposes of bidding on a posted vacancy as set forth in Article 20 of the Collective Bargaining Agreement.
- B. Recall Procedure:
1. When the work force is increased or a job opening occurs during the period Employee(s) are on lay-off, Employee(s) will be recalled according to their seniority.
 2. A laid off Employee will remain on the recall list for a period of time equivalent to the length of his/her seniority. A laid off Employee with more than two (2) years seniority will be removed from the call list at the end of the two (2) year period unless he/she notifies the EMPLOYER in writing within thirty (30) calendar days following expiration of the two (2) year period that he/she desires to remain on the recall list. Further, the Employee shall continue to give the EMPLOYER written notice each year of his/her desire to remain on the recall list at least thirty (30) calendar days following each anniversary.
 3. A laid off Employee will be responsible to register his/her address with the EMPLOYER and any subsequent change of address. Notice of recall shall be sent to the Employee by registered or certified mail at the last address filed with the EMPLOYER. An Employee shall be expected to report for work within fourteen (14) calendar days after delivery of notice of recall, and his/her failure to report or make alternate arrangements with

the EMPLOYER shall be considered a quit as set forth in Article 18 of the Collective Bargaining Agreement.

ARTICLE 20 - Promotion and Lateral Transfer

Except as otherwise provided below, promotional and transfer opportunities shall first be granted the senior qualified members of the bargaining unit where the vacancy occurs. Vacancies not filled in the above manner shall be open for bid to Employees from all Bargaining Units party to this Agreement. Issues of qualifications shall be addressed under paragraph B below.

A. Promotion and transfer within the Bargaining Unit shall be given the senior applicant with the ability to perform the job.

Notwithstanding the above, vacancies in the classifications of Assistant Maintenance Superintendent, Foreman-Service Center 3, Service Center Foreman, Sign Shop Supervisor, Mechanic Foreman, Electrical Supervisor, and Assistant Foreman shall be filled in the following manner:

1. The jobs of Assistant Maintenance Superintendent and Foreman-Service Center 3 shall be offered to the senior applicant with the ability to perform the job from Unit 2, Supervisors. In the event that the job cannot be filled from the Supervisor's Unit, the EMPLOYER may consider Employees from the remaining Units based upon qualifications. If the vacancy cannot be filled by an Employee from the remaining Units, the EMPLOYER may attempt to fill the position with a person from outside the Bargaining Units. Selection to the jobs of Assistant Maintenance Superintendent and Foreman-Service Center 3 is grievable only by members of Unit 2 Supervisors.
2. The jobs of Service Center Foreman, Sign Shop Supervisor, Mechanic Foreman and Electrical Supervisor shall first be offered to the senior applicant with the ability to perform the job from Unit 2, Supervisors. In the event that the job cannot be filled from the Supervisors Unit, the job shall next be offered to Employees holding the classification of Assistant Foreman, Unit 1. The EM-

PLOYER shall select a qualified applicant from the Assistant Foremen without regard to seniority. If the vacancy remains unfilled, the job shall be offered to a qualified applicant from the remaining Association classifications without regard to seniority.

3. Lateral transfer to the position of Assistant Foreman shall continue to be granted to the senior qualified applicant. Thereafter, however, the jobs of Assistant Foreman, Assistant Foreman Building Maintenance and Electrical Assistant Foreman shall be open to all Association Employees who have qualifications as outlined in the Assistant Foreman's job description. The successful candidate shall be selected on the basis of job experience, written test results, interview results and seniority consideration.
4. Any posting for a job opening, vacancy or transfer for an ASSOCIATION position shall be limited to the applicable ASSOCIATION Unit(s) until the bid procedure is completed and the EMPLOYER notifies the ASSOCIATION that no ASSOCIATION bidders were determined to be qualified for the job.
5. Qualified individuals hired from the "outside" for positions in Unit 5-Professional Engineers and Unit 3-Engineering Aid III, may be placed into a pay increment commensurate with their work and educational experience. Vacancies in these positions shall continue to first be offered to ASSOCIATION members. If rejected for lack of qualifications, ASSOCIATION Employees may grieve under the grievance procedure. Qualified persons from the "outside" become eligible only if there are no qualified ASSOCIATION applicants.

When a vacancy occurs, the EMPLOYER shall post same within fourteen (14) days from the date of occurrence. If the EMPLOYER determines that the vacancy shall not be filled, the EMPLOYER shall notify the ASSOCIATION of its intent within the fourteen (14) day period. Vacancies will be posted for a period of seven (7) calendar days on the bulletin board in each

work area. The posting shall include the job classification, job location, rate of pay and current job description. The job description shall contain any testing requirement for the position. The vacancy shall be bid by Employees within the seven (7) day posting period.

An Employee who expects to be on vacation or leave may submit notice to the Personnel Department requesting consideration for jobs specifically listed on the notice in the event that a promotional or transfer opportunity to any of the listed jobs is posted during the Employee's vacation or leave. The notification shall serve as the Employee's bid.

The successful Employee shall be given a sixty (60) calendar day trial period. The trial period may be extended by mutual agreement of the ASSOCIATION and EMPLOYER when it is deemed necessary to further evaluate the Employee's desire to remain on the job and/or ability to perform the job. Vacancies shall not be considered filled until conclusion of the trial period or settlement of any dispute resulting from the application of Paragraphs B and C of this Article. If the positions are not awarded within two (2) weeks beyond the closing of the posting period, written notice shall be given the ASSOCIATION explaining the reasons for not awarding the job. The bid list shall remain in effect until the end of the trial period and the permanent placement of the successful candidate in the vacant position, or until the list is exhausted. When a vacant position is filled by promotion, transfer, or new hire, the ASSOCIATION shall be provided with documentation reflecting the Employee's name, position, starting date and rate of pay.

B. In instances where promotions and/or transfers involve the application of seniority and senior applicants are rejected, the Department Head or immediate Supervisor will, if requested, state the reasons in writing within seven (7) days. If the reasons given are not satisfactory, the matter will be a proper subject of a special conference. Those to be present in the event that a special conference is held shall include the ASSOCIATION President or Designee, immediate Supervisor, future Supervisor, Steward of the Unit and at least one (1) designated EM-

PLOYER representative. If the reasons given are not representative of just cause, meaning fair and honest cause or reasons regulated by good faith, then the aggrieved Employee shall have a right to the grievance procedure.

C. During the sixty (60) calendar day trial period, the Employee shall have the option to revert back to his/her former classification. If the Employee performs unsatisfactorily in the new position, notice and reasons shall be submitted to the ASSOCIATION in writing by the EMPLOYER with a copy to the Employee.

D. Employees who bid and accept a lateral transfer, or a transfer to a lower classification, shall be restricted from bidding subsequent lateral and/or lower classification transfers for a period of twelve (12) months from the effective date of the initial transfer. The twelve (12) month restriction does not apply to promotional opportunities that may arise during the twelve (12) month period.

E. When a permanent ASSOCIATION Employee is promoted to a higher classification, the beginning pay shall be the first increment in the new classification above the Employee's current rate, but not less than an additional 30 cents per hour. If the addition of 30 cents per hour would cause the Employee's higher pay rate to exceed the maximum rate of the higher classification, the Employee shall be limited to the established maximum rate.

F. Management will furnish duplicate bid and award forms to the Steward of each Unit at the time of bid posting and award.

G. The EMPLOYER shall provide the ASSOCIATION with a current organizational chart for the Road Commission of Macomb County. The ASSOCIATION shall be notified of changes in the organizational chart within seven (7) working days of any change. The EMPLOYER shall also provide the ASSOCIATION with all current job descriptions. Any proposed change in a job description shall be sent to the ASSOCIATION within a reasonable time in advance of the proposed change. Changes in job descriptions shall be subject to the provisions of this Agreement.

ARTICLE 21 - Leave for Union Business

Upon notice of not less than forty-eight (48) hours and with approval of the immediate Supervisor, ASSOCIATION officers or designees may be granted time off without pay and without loss of benefits for ASSOCIATION business not to exceed two (2) working days. Any such time which might exceed more than two (2) working days shall require the additional approval of the Board of County Road Commissioners.

ARTICLE 22 - Leave Without Pay

Leaves of absence without pay may be granted for a period not to exceed one (1) year when the granting of such leave is in the mutual interest of the Road Commission of Macomb County and the Employee. Such leave shall require the prior approval of the Board of County Road Commissioners. All medical leaves granted under this provision shall be subject to review every thirty (30) days. Failure of the Employee to report at the expiration of a leave shall be cause for dismissal.

An Employee while on leave without pay shall not accrue Employee benefits, except where the leave has been granted for educational purposes. The Employee may retain specifically chosen benefits during the period of leave by contributing his pro-rata share of the cost to the EMPLOYER, subject to the approval of the benefit contractor. In that instance, seniority and longevity shall continue to accrue. Continuation of any other benefits shall be subject to Board determination.

An Employee returning from a leave of absence shall have the right to bid on any vacant position utilizing his/her accrued seniority consistent with Article 17, except that seniority for the purpose of promotion shall not continue to accrue during the period of leave. For the purpose of the initial bid following return from leave, the Employee shall be considered as a member of the Unit to which the Employee belonged immediately preceding the leave. Employees returning from leave shall not automatically be entitled to return to the position vacated as a result of the leave, unless otherwise specifically provided in a leave of absence agreement. In the event that such an agreement is

executed, the ASSOCIATION shall be provided with a copy of same.

Notwithstanding the above, leaves taken for a purpose covered under the Family and Medical Leave Act (FMLA), 29 USC Sec. 2601, et seq, shall be governed by the mandatory provisions of the federal law. Before the Employer implements any discretionary aspect of the FMLA, it shall provide the ASSOCIATION with notice and an opportunity to bargain. Notice and the opportunity to bargain shall also be provided the ASSOCIATION when any part of the contract must be changed to conform to the FMLA or the application of the mandatory requirements impact upon the contractual rights of other Bargaining Unit Employees.

ARTICLE 23 - Discipline and Discharge

No Employee shall be discharged, demoted or otherwise disciplined except for just cause. The just cause standard, however, shall not apply to probationary Employees as described in Article 16, Paragraph A. Disciplinary action shall consist of, but not necessarily be limited to, the following, nor shall the following be necessarily a listing of steps in which discipline may be imposed:

1. Oral warning.
2. Written warning.
3. Written reprimand.
4. Suspension.
5. Discharge.

A. If any seniority Employee is subject to discipline or to disciplinary action involving time off, the Employee, the Steward and the ASSOCIATION President will be notified in writing immediately. Immediate shall reflect the quickest possible notice which can be given once said action is decided upon, but in any event, no later than the next scheduled work day. The discharged or disciplined Employee will be allowed time to discuss his/her discharge or discipline with his/her Steward and ASSOCIATION President or their designated representative on the same day he/she received said notice. The EMPLOYER will make available time and an area for such discussion.

B. If any seniority Employee is subject to disciplinary action not involving time off, the Employee, the Steward and the ASSOCIATION President will all receive written notice as soon as possible, but in any event within the next regularly scheduled working day. They will be allowed time to discuss the disciplinary action. The EMPLOYER will make available time and area for such discussion.

C. When requested by the ASSOCIATION, the meetings referenced in Paragraphs "A" and "B" shall include those people responsible for initiation of the action.

D. Should the disciplined or discharged Employee or the Steward consider the discipline or discharge to be improper, a complaint shall be presented in writing through the Steward to the EMPLOYER within five (5) regularly scheduled working days after reviewing the written notice of discipline or discharge. The EMPLOYER shall review the discharge or discipline and give its decision within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the ASSOCIATION, the matter shall be referred to the grievance procedure at Step III.

E. In imposing any discipline on a current charge, the EMPLOYER will not take into account any prior infractions, excluding suspensions, which occurred more than twenty-four (24) months previous nor impose discipline on an Employee for deliberate errors or mistakes on his/her employment application after a period of two (2) years from the date of hire.

ECONOMICS

ARTICLE 24 - Wages

The wage rates for Units 1, 2, 3, 4 and 5, of the ASSOCIATION are contained in the attached Schedules for contract years 1994-95 and 1995-96. The attached Schedules contain certain classification adjustments approved and agreed to by the parties to this Agreement for the positions of Civil Engineer I, Assistant Foreman, and Electrical Assistant Foreman. All classification and wage adjustments shall become effective on, and are retroactive to, June 1, 1994.

ARTICLE 25 -Cost of Living

The hourly rate of pay for those classifications covered under Schedules A, B, C, D and E contain a cost of living increment as part of the overall base rate. The portion of the hourly base rate attributable to the cost of living increment for each Unit is as follows:

- (a) Unit 1 —
Clerks and Assistant Foreman\$4.79
- (b) Unit 2 —
Supervisors..... \$4.92
- (c) Unit 3 —
Hourly Engineering..... \$4.79
- (d) Unit 4 —
Clerical..... \$5.22
- (e) Unit 5 —
Professional Engineers..... \$4.91

The above cost of living increments have been folded into the Employees' base wages and shall not be subject to any further increase or decrease during the life of this contract. Except as described herein, cost of living shall be terminated.

ARTICLE 26 - Longevity Pay

The basis of longevity compensation is as follows:

Retroactive credit shall be given for continuous employment for years of service by Road Commission Employees existing as of the effective date of this Contract. Eligibility of an Employee shall initially commence when such Employee shall have completed five (5) full years of continuous employment on or before October 31 of any calendar year.

Continuous employment shall not be considered as interrupted when absences arise from paid vacations, sick leave or authorized leaves of absence. However, authorized leave of absence periods shall not be considered in the computation of years of service for longevity compensation.

The compensation used as a basis for computation of longevity shall be the Employee's annual base wage rate computed by multiplying two thousand eighty (2,080) hours times

the hourly rate, not to exceed Twenty Five Thousand and no/100 (\$25,000.00) Dollars of annual base wage. Computation shall be made on October 31 of each calendar year providing the Employee qualifies as to length of service as set forth above.

The following schedule of payment shall apply:

| Step | Years of Service | Percent Used |
|------|------------------|--------------|
| 1 | 5 to 10 | 4% |
| 2 | 10 to 15 | 6% |
| 3 | 15 to 20 | 8% |
| 4 | 20 to 25 | 10% |
| 5 | 25 plus | 12% |

Employees voluntarily leaving the employ of the Road Commission or dismissed for cause prior to August 31 of any calendar year, shall not be entitled to longevity payments for the year of leaving, nor for any portion thereof. Employees leaving the employ of the Road Commission by reason of retirement, lay-off or death, shall be entitled to receive longevity payment pro-rated for that portion of the year employed.

Compulsory military service time and educational leaves of absence shall be included as continuous service time in the computation of future longevity payments, provided the Employee returns to the employ of the Road Commission within ninety (90) days after release of compulsory service from the branch of the United States Armed Forces.

Longevity compensation shall be a separate and distinct annual payment to those Employees eligible, but shall be subject to all regularly required compensation deductions.

Payments to eligible Employees shall be due the week prior to the Thanksgiving holiday of the calendar year. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31 of the following year.

ARTICLE 27 - Retirement Benefits

A. The EMPLOYER shall continue the retirement benefits as provided under the presently constituted Macomb County Employees' Retirement Ordinance except as otherwise modified by the provisions of this Retirement Benefits Article.

B. Employees represented by the ASSOCIATION shall contribute 3.50% of their compensation to the retirement system.

C. Employees who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall have a straight life retirement allowance consisting of:

1. An Employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the Employee's credit in his/her savings fund at the time of retirement; and
2. A County pension which, when added to the Employee's pension, will provide a retirement allowance equal to the number of years and a fraction of a year of credited service multiplied by the sum of 2.4% of the Employee's final average compensation for the first twenty-six (26) years and one (1%) percent for each year thereafter. In no case shall the Employee's County pension exceed sixty-five (65%) percent of the Employee's final average compensation.

D. Employees who have attained the age of fifty-five (55) years and have twenty-five (25) or more years accredited service or have attained the age of sixty (60) years, and have eight (8) or more years of accredited service, may retire upon written application filed with the Macomb County Employees' Retirement Commission, setting forth at what time, not less than thirty (30) nor more than ninety (90) days subsequent to the execution and filing thereof, the Employee desires to be retired. Upon retirement, the Employee shall receive a retirement allowance as provided in Section 22 of the Macomb County Employees' Retirement Ordinance, and the provisions of this Article.

E. Retirement benefits shall be provided for Employees who have reached age sixty (60) and had been employed for not less than five (5) years, consistent with the amended provisions of the County Pension Act, MCLA 46.12a. This retirement benefit shall be in existence for a period of only one (1) year from June 1, 1994 through May 31, 1995.

F. Annuity Withdrawal. Employees who retire pursuant to

Sections 22, 23 or 30 of the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions, including interest, as defined in the Ordinance, standing to the Employee's credit in his/her savings fund. Upon this election and the payment of the accumulated contributions and interest, the retiring Employee's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1 and July 1 of each year. After such reduction, the members may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.

G. The parties agree that the "Pop Up Option" contained in Section 26 of the Macomb County Employees' Retirement Ordinance shall be applicable to ASSOCIATION employees.

H. The parties agree that the Non-Duty Death Retirement Allowance-Automatic Provisions contained in Section 25 of the Macomb County Employees' Retirement Ordinance shall be applicable to ASSOCIATION Employees.

I. The parties agree that Option D contained in Section 26 of the Macomb County Employees' Retirement Ordinance shall be applicable to ASSOCIATION Employees.

J. Effective for the period August 1, 1992 through October 31, 1997, Employees may apply for voluntary retirement after the total of his/her years of service and his/her age equals seventy (70). The seventy (70) point retirement system will be made available to all eligible Employees, including those Employees who were previously eligible and did not apply for and retire within the applicable period under the prior Collective Bargaining Agreement as well as those Employees who become eligible under this agreement.

The normal eligibility requirements (25 years of service and age 55; 8 years of service and age 60) continue to apply to

Employees who do not elect to retire under the seventy (70) point system. Additionally, the retirement benefit listed in E above is available as indicated in that paragraph.

ARTICLE 28 - Premium Pay, Call-Out Pay and Compensatory Time Accumulation

Premium pay at double the hourly salary rate shall be paid for actual hours worked on Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day and Easter. Premium pay at one and one-half (1 1/2) the hourly salary rate shall be paid for all work performed beyond the regular eight (8) hour workday, and for all work performed on Saturdays, Sundays and holidays as set forth in Article 32. There shall be no payment for unauthorized overtime.

Overtime assignments shall first be offered to the full-time permanent Employee who by virtue of his/her classification is regularly assigned the work. In the event two (2) or more Employees are regularly assigned the work, seniority shall prevail. The EMPLOYER, however, may offer the overtime to the less senior Employee regularly assigned the work where the work is a continuation of specific duties being performed by the less senior Employee and it would be impracticable to offer the overtime to another Employee. If the Employee regularly assigned the work declines or is unavailable for the overtime assignment, the overtime assignment shall then be offered to the most senior Employee within the Unit who is capable of performing the work. If, on account of unavailability and/or lack of volunteers, the work cannot be assigned to any Employee within the Unit, the EMPLOYER may assign the work to temporary Employees or full-time Employees from another unit.

When called out after normal working hours, Employees shall receive four (4) hours call-out pay at time and one-half (1 1/2). In the event the call-out time (4 hours) overlaps the start of the shift, the Employee shall only be paid time and one-half (1 1/2) for the hours worked prior to the start of that shift.

The use of compensatory time shall be governed by the parties' 1991 Letter of Understanding as set forth in full in the Memorandums of Understanding to this agreement.

ARTICLE 29 - Life Insurance

The EMPLOYER shall provide members of the ASSOCIATION with a Fifteen Thousand and no/100 (\$15,000.00) Dollar paid life insurance benefit and Four Thousand and no/100 (\$4,000.00) Dollar Accidental Death, Dismemberment and Loss of Sight benefit.

Employees retiring from the Road Commission of Macomb County and eligible for benefits under the Macomb County Employees' Retirement Ordinance shall receive a Five Thousand and no/100 (\$5,000.00) Dollar paid life insurance benefit.

ARTICLE 30 - Health, Optical and Dental Insurance

A. Active Employees:

1. Fully paid Blue Cross/Blue Shield Master Medical together with Prescription Rider shall be provided by the EMPLOYER. FRider coverage shall be made available, but the FRider premium shall be paid by the Employee through a payroll deduction. Blue Cross/Blue Shield Health Network Option and Preferred Provider Option shall be made available to the Employee at the Employee's option.
2. All ASSOCIATION members shall be enrolled and receive coverage under the Blue Cross/Blue Shield Blue Preferred Plan which consists of the following Riders: COMPREHENSIVE HOSPITAL, D45NM, MVF-1, ML, FAE-RC, PPNV-1, TRUST 15, PLUS 15, TRUST-OVS, DC, SD, COB-3, SAT-11, SOT-PE (GLE-1), PRESCRIPTION DRUGS (\$2.00), PD-MAC, APDBP, MASTER MEDICAL OPTION II, MMC-PD, MMC-OVS, VISION CARE (A-80, PLUS FLVS-A).
The Employees enrollment in the Blue Preferred Plan is intended to occur without any reduction in the level of benefits provided by traditional Blue Cross/Blue Shield medical coverage.
3. An Employee who elects not to enroll in any Road Commission sponsored health care plan and whose spouse or parent has coverage provided by another employer which covers the Employee, shall be paid \$1,200 each year for every year the spouse or parent

maintains coverage. Payments of \$300 will be made quarterly to each Employee who has not been on any Road Commission sponsored health care program for the previous three (3) months. Employees shall be required to show proof that a spouse or parent has health care coverage that includes the Employee before said Employee will be declared eligible to receive the \$1,200 annual payment. Employees whose spouse's or parent's health care plan ceases to cover the Employee shall be allowed to enroll in the Road Commission health care plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the Employee shall be allowed to enroll in the Road Commission sponsored plan at the next billing period.

4. Employees shall be covered by a fully paid family optical insurance program providing benefits equal to or greater than Blue Cross/Blue Shield Vision A-80 with Rider FLVS-A, the program agreed to for ASSOCIATION members.
5. Employees shall further be provided with dental coverage equal to or greater than the coverage under Blue Cross Riders CR-50-50-50 and MBL S800. The parties may select a provider other than Blue Cross as long as the coverage does not exceed the current cost of the Blue Cross dental riders.

In recognition of the above-described dental benefit, Employees shall be provided with dental coverage under Delta Dental of Michigan Plans E and G, as more fully described in the Attachments to this Agreement.

The Golden Dental Plan shall be made available as an option for Employees, as more fully described in the attachments to this Agreement.

6. Alcohol and Substance Abuse Rehabilitation: Under the Sick and Accident Health Provision, Employees shall be provided with compensation during one (1) thirty (30) day alcohol/drug substance abuse rehabilitation program. During this period, the Employee shall be compensated at his/her regular rate of pay for normal working hours.

B. Retirees:

1. Hospital-medical coverage will be extended to a retiring Employee, under age sixty-five (65), and spouse who qualifies and receives benefits under the Macomb County Retirement Ordinance. Benefits shall be limited to the current coverage, with full costs assumed by the Road Commission of Macomb County. The coverage indicated shall be limited to the spouse of the Employee named at the time of retirement or any future spouse who reaches fifty-five (55) years of age.

The above coverage shall be subject to the following restrictions:

- (a) It shall be discontinued when an Employee earns in any given year, including retirement earnings, an amount exceeding ninety (90) percent of his/her annual wage prior to retirement plus cost-of-living computed from date of retirement. Such benefits shall be continued only upon written Affidavit of Earnings submitted to the personal office no later than April 30 of each calendar year. In the event no such Affidavit is received, and prior to termination of coverage by the EMPLOYER, a valid recorded attempt shall be made by the EMPLOYER to contact the retiree.

Where a retiree is employed subsequent to retirement and this employment provides hospital-medical coverage for both retiree and spouse, the coverage provided by the subsequent employer shall be the primary coverage. The Road Commission shall not be obligated to provide the benefit under paragraph B.1. unless and until coverage of either the retiree or spouse is terminated. If the coverage is not provided to retiree and spouse, the Road Commission will provide hospital-medical coverage for the person not covered.

- (b) Coverage of the spouse shall be discontinued upon the death of the retiree, unless the spouse continues to be entitled to and receive payments under a retirement benefits option.
- (c) If the retiree or spouse becomes eligible for any future

national health insurance program, the level of health insurance shall be maintained with a fully paid supplemental health insurance program.

2. At the age of eligibility the Employee and his/her spouse (if eligible) shall apply for any federal health insurance program available before supplemental hospitalization coverage will be provided.
3. Employees retiring at age sixty-five (65), together with spouse (if eligible) must apply and participate in the available federal health programs. Cost of any supplemental health coverage shall be assumed by the Road Commission of Macomb County subject to the restrictions set forth in Paragraph B.1. above.
4. The Road Commission of Macomb County shall provide and pay the cost of a retired Employee's drug rider.
5. A Preferred Provider Option for dental coverage through Golden Dental Plan may be made available to the Employee at the Employee's option. (See attached.)

ARTICLE 31 - Workers' Compensation and Liability Insurance

The Commission shall provide Workers' Compensation and Liability Insurance and shall be responsible for premiums thereon.

An Employee who has incurred bodily injury in the actual performance of duty and received Workers' Compensation benefits, shall be paid on the following basis:

A. The compensation received by such Employee under the Workers' Compensation Act shall be supplemented by payment of the amount necessary to equal the Employee's actual "take home" wages; such payment to continue for a period of six (6) months. At no time shall such compensation exceed actual "take home" wages or be less than limits prescribed by law. The "Disability Injury Board" shall review the status of the injured Employee to determine if an additional six (6) month extension shall be granted. Such extensions shall depend upon the physical condition and ability of the Employee to perform other Road Commission of Macomb County work. In no event, shall the period of compensation supplementation exceed one (1) year

from the date of the incapacitating injury. If at the end of any such one (1) year period the Employee is still not able to return to work, the Employee may elect to use unused accumulated sick leave to supplement Workers' Compensation payments. If disability exists at the end of any such one (1) year period, the Employee at the Employee's option may seek to become eligible for coverage under the appropriate disability provision of the Retirement Ordinance and/or continue applicable Workers' Compensation Benefits. Employees receiving disability compensation hereunder shall continue to accrue sick leave days on the same basis as Employees on the active role.

B. It is understood a "Disability Injury Board" has been created which is composed of a total of five (5) members, three (3) of whom are members of the Board of County Commissioners (appointed by the Chairman of the Board of County Commissioners annually at the meeting following the April organization meeting with approval of a majority of the Board of Commissioners elect), the fourth (4th) being a member of the Macomb County Retirement Commission (appointed annually by the Chairman of the Macomb County Board of Commissioners at the same time as Commission members are appointed) and the fifth (5th) being the Macomb County Civil Counsel.

C. The decision of a majority of the members of such Board as to eligibility for supplemental compensation or termination of supplemental compensation shall be final unless a majority of the members of the Macomb County Board of Commissioners, on written appeal filed with the Road Commission of Macomb County within ten (10) days following the decision of the "Disability Injury Board" choose to overrule the decision.

ARTICLE 32 - Paid Holidays

The following days shall be paid holidays for all permanent Employees: July 4th (Independence Day); Labor Day; Columbus Day; Veteran's Day (November 11); Thanksgiving Day; day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Good Friday; Memorial Day and Presidents' Day.

When one (1) of the above listed paid holidays falls on

Saturday, the preceding Friday shall be considered the holiday. When it falls on Sunday, the following Monday shall be considered the holiday.

An Employee will not receive holiday pay for a designated holiday if absent without leave on the scheduled work day preceding the holiday or the scheduled work day following the holiday, providing such days fall within the same week as the holiday.

1994-95

| | |
|------------------------|-----------------------------|
| Independence Day | Monday, July 4, 1994 |
| Labor Day | Monday, September 4, 1994 |
| Columbus Day | Monday, October 10, 1994 |
| Veterans Day | Friday, November 11, 1994 |
| Thanksgiving Day | Thursday, November 24, 1994 |
| Day after Thanksgiving | Friday, November 25, 1994 |
| Christmas Eve Day | Friday, December 23, 1994 |
| Christmas Day | Monday, December 26, 1994 |
| New Years Eve Day | Friday, December 30, 1994 |
| New Years Day | Monday, January 2, 1995 |
| Presidents Day | Monday, February 20, 1995 |
| Good Friday | Friday, April 14, 1995 |
| Memorial Day | Monday, May 29, 1995 |

1995-96

| | |
|------------------------|-----------------------------|
| Independence Day | Tuesday, July 4, 1995 |
| Labor Day | Monday, September 4, 1995 |
| Columbus Day | Monday, October 9, 1995 |
| Veterans Day | Friday, November 10, 1995 |
| Thanksgiving Day | Thursday, November 23, 1995 |
| Day after Thanksgiving | Friday, November 24, 1995 |
| Christmas Eve Day | Monday, December 25, 1995 |
| Christmas Day | Tuesday, December 26, 1995 |
| New Years Eve Day | Monday, January 1, 1996 |
| New Years Day | Tuesday, January 2, 1996 |
| Presidents Day | Monday, February 18, 1996 |
| Good Friday | Friday, April 5, 1996 |
| Memorial Day | Monday, May 27, 1996 |

ARTICLE 33 - Vacation

Permanent Employees shall earn ten-twelfths (10/12ths) of a work day vacation per month or ten (10) work days per year during each year's employment with the Commission. After the seventh (7th) year or continuous service, vacation shall be computed as follows:

Fifteen (15) days after seven (7) years of continuous service.

Sixteen (16) days after eight (8) years of continuous service.

Seventeen (17) days after nine (9) years of continuous service.

Eighteen (18) days after ten (10) years of continuous service.

Nineteen (19) days after eleven (11) years of continuous service.

Twenty (20) days after twelve (12) years of continuous service.

Vacation will be granted at such time during the year as is suitable, considering both the wishes of the Employee and efficient operation of the section. An Employee must give at least two (2) weeks prior notice of any request for vacation unless waived by his immediate Supervisor. Split vacation shall be granted upon proper notification to and approval of the immediate Supervisor.

An Employee may accumulate up to forty-five (45) days vacation. Any amount accumulated beyond forty-five (45) days as of December 31 of each year must be used by the following June 30 or be lost.

Vacation pay will be paid prior to the start of an Employee's scheduled vacation, provided the Employee submits a written request to the department head fourteen (14) calendar days prior to the start of such vacation period.

ARTICLE 34 - Sick Leave

The EMPLOYER shall continue the sick and accident plan currently designated as ROAD COMMISSION OF MACOMB COUNTY DISABILITY INCOME BENEFIT PLAN, with appropriately implemented amendments, if any. The EMPLOYER shall be responsible for printing the plan under a separate cover, and for providing each Employee with a copy.

ARTICLE 35 - Bereavement Leave

In case of death in the immediate family, the Employee shall be granted three (3) working days leave with pay. Immediate family shall be deemed: husband, wife, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, grandmother-in-law, grandfather-in-law, sister-in-law and brother-in-law.

Employees who wish to attend the funeral of a fellow Employee or a former Employee may do so without pay. Employees who serve as pallbearers at a funeral of a fellow Employee or former Employee will be paid for the date of said service.

ARTICLE 36 - Continuing Education, Seminars and Educational Training Programs

The Employees recognize that seminars and training programs may be required to promote efficiency and job skills in their respective classifications and that they may be required to attend such programs. All such training will be subject to review and approval of the Board prior to any attendance. The Employee shall be reimbursed any personal costs for travel and expenses while attending authorized seminars and/or training programs.

ARTICLE 37 - Membership Fees - Professional and Technical Organizations (Applicable to Unit 5 and the Engineering Aid III - Registered Land Surveyor from Unit 3)

The EMPLOYER agrees to absorb the cost of membership fees for selected professional and technical organizations from the following list:

- American Concrete Institute
- American Institute of Steel Construction
- American National Standards Institute, Inc.
- American Society of Engineers
- American Society of Testing and Materials
- American Welding Society
- Concrete Reinforcing Steel Institute
- Engineering Society of Detroit
- Illuminating Engineering Society

Institute of Electrical and Electronics Engineers
Institute of Traffic Engineers
Michigan Engineering Society
Michigan Society of Registered Land Surveyors
National Association of County Engineers
National Society of Professional Engineers
Society of American Value Engineers

Final selection for Board approval shall be submitted by the ASSOCIATION in accord with budgetary time requirements. The aggregate total of all memberships selected shall not exceed the sum total of the ASSOCIATION membership. Where possible, a membership should be in the name of the Commission. If a membership requires individual application, the Commission address shall be designated on the application.

Whenever a change in the list is desired or budgetary reductions become necessary, the EMPLOYER and the ASSOCIATION shall avail themselves of the special conference provision.

ARTICLE 38 - Jury Duty

Any Employee called to serve on jury duty shall be paid the difference between his/her jury duty compensation and his/her current salary. All fringe benefits and seniority shall continue to accrue. Any Employee receiving a Subpoena to appear in court or at an administrative hearing will have the purpose of the Subpoena reviewed to determine whether the litigation in question can be classified as work related and thereby subject to time off with pay.

ARTICLE 39 - Legal Service

The Road Commission of Macomb County agrees to provide legal services and hold members of Unit 5, Professional Engineers, the Right-of-Way Agent of Unit 2 and the Engineering Aid III — Registered Land Surveyor of Unit 3, harmless from any monetary recovery assessed against them as parties to litigation arising from actions or activities involving professional services to Road Commission projects or assignments.

ARTICLE 40 - Safety Equipment and Clothing

Safety equipment, safety clothing, gloves and rain gear (excluding shoes) shall be provided by the EMPLOYER when the job so requires. Any disagreement as to interpretation and/or application of this Article shall be resolved by special conference rather than through the grievance procedure.

ARTICLE 41 - Replacement of Personal Belongings

When an Employee suffers accidental damage to personal belongings through no fault of the Employee, consideration shall be given to replacement in kind. Replacement shall be based upon the written review, approval and recommendation of the immediate Supervisor.

ARTICLE 42 - Daily Work Period

Unit 1

A. The regular work day for all Employee duties shall be from 7:30 a.m. to 4:00 p.m. with a one (1) hour lunch period. One-half (1/2) hour of the lunch period shall be considered as a part of the regular eight (8) hour work day. The EMPLOYER reserves the right to reschedule the regular work day to start at 7:00 a.m. and end at 3:30 p.m. during the period of April 1 through October 31, with one (1) hour lunch break from 11:30 a.m. to 12:30 p.m.

B. Coffee breaks will be allowed for a period up to fifteen (15) minutes once each morning and once each afternoon.

C. Employees shall be allowed coffee breaks for a period up to fifteen (15) minutes for each two (2) hours worked in excess of ten (10) continuous hours.

D. Employees shall be allowed a thirty (30) minute dinner break, paid for by the EMPLOYER, after twelve (12) continuous hours of work.

E. Employees, when called out after normal working hours, shall receive four (4) hours call-out pay at time and one-half (1 1/2). In the event the call-out time (4 hours) overlaps the start of the shift, the Employee shall only be paid time and one-half (1 1/2)

2) for the hours worked prior to the start of that shift.

F. Any Employee sent home for lack of work for any circumstance other than for disciplinary action shall receive four (4) hours show-up time.

G. A shift differential payment will be allowed in the amount of five (5%) percent for an afternoon shift and ten (10%) percent for a midnight shift.

Unit 2

A. The daily work period as determined by the immediate Supervisor shall adhere to the regularly scheduled hours of 8:30 a.m. to 5:00 p.m. whenever possible and shall include a one (1) hour lunch period. One-half (1/2) hour of the lunch period shall be considered as part of the regular eight (8) hour work day. There shall be a fifteen (15) minute coffee break for each four (4) hour work period. It is acknowledged, however, that professionalism and supervisory responsibility requires flexibility in the daily work schedule.

B. A shift differential payment will be allowed in the amount of five (5%) percent for an afternoon shift and ten (10%) percent for a midnight shift.

C. Employees sent home for lack of work for any circumstance other than for disciplinary action shall receive a minimum of four (4) hours show-up time.

Unit 3

A. Employees shall work a regular eight (8) hour shift. The regular work day for all Employees shall be 7:30 a.m. to 4:00 p.m. with a one (1) hour lunch period from 12:00 (noon) until 1:00 p.m. One-half (1/2) hour of the lunch period shall be considered as a part of the regular eight (8) hour work day.

Summer working hours for those Employees not affected by Section "E" shall be from 7:00 a.m. to 3:30 p.m. with lunch time as above, commencing when daylight hours and job assignments permit (but no later than May 1) through approximately the month of October.

B. Coffee breaks will be allowed for a period up to fifteen (15) minutes once each morning and once each afternoon.

C. Employees shall be allowed coffee breaks for a period up

to fifteen (15) minutes for each two (2) hours worked in excess of ten (10) continuous hours.

D. Employees shall be allowed a thirty (30) minute dinner break, paid for by the EMPLOYER, after twelve (12) continuous hours of work.

E. For those Employees whose job assignments require their work day to coincide with a construction or contractor's activity, the work day shall relate to that of the activity unless that activity is determined afternoon shift or midnight shift. In such a case a shift differential shall apply. Five (5%) percent shift differential shall apply to afternoon shifts and ten (10%) percent shift differential shall apply to midnight shifts.

F. Any Employee sent home for lack of work for any circumstance other than for disciplinary action, shall receive four (4) hours show-up time.

G. For those Employees whose job assignments are restricted to inside employment at the main offices, hours may be adjusted to conform to the time period when the building is open. Such adjustment shall require approval of the department head.

H. Emergency overtime work is considered a function of all Employees. All payment for emergency overtime work shall be in accordance with the wage and minimum pay schedule. The Road Commission of Macomb County shall equalize all overtime when such equalization does not affect the continuity of job assignments, and shall provide a monthly overtime report.

I. No summer or temporary Employee shall work any overtime until all regular qualified Employees have been asked to work the overtime first.

Unit 4.

A. The daily work period as determined by the immediate Supervisor shall adhere to the regularly scheduled hours of 8:30 a.m. to 5:00 p.m. whenever possible and shall include a one (1) hour lunch period. One-half (1/2) hour of the lunch period shall be considered as a part of the regular eight (8) hour work day. There shall be a fifteen (15) minute coffee break for each four (4) hour work period.

B. A shift differential payment will be allowed in the amount

of five (5%) percent for an afternoon shift, and ten (10%) percent for a midnight shift.

C. Employees sent home for lack of work for any circumstance other than for disciplinary action shall receive a minimum of four (4) hours show-up time.

Unit 5

The daily work period as determined by the immediate Supervisor shall adhere to the regularly scheduled hours of 8:30 a.m. to 5:00 p.m. whenever possible and shall include a one (1) hour lunch period. One-half (1/2) hour of the lunch period shall be considered as a part of the regular eight (8) hour work day. There shall be a fifteen (15) minute coffee break for each four (4) hour work period. It is acknowledged, however, that professionalism and supervisory responsibility at all engineering levels requires flexibility in the daily work schedule.

ARTICLE 43 - Rates for New Jobs

When a new job is placed in a unit and cannot be properly placed in an existing classification, the EMPLOYER will establish an applicable classification and rate structure. Upon the establishment of any such classification and rate structure, the EMPLOYER shall notify the ASSOCIATION and shall grant a Special Conference if requested. In the event the ASSOCIATION does not agree that the description and rate are proper, the ASSOCIATION shall have the right to submit the matter to the Grievance Procedure at Step III.

ARTICLE 44 - Ratification

The ASSOCIATION agrees to submit the final Agreement for ratification to the members of the Bargaining Units pursuant to the ASSOCIATION'S Constitution and By-Laws.

ARTICLE 45 - Effective Date

The Agreement shall become effective as of June 1, 1994.

ARTICLE 46 - Supplemental Agreements

All Supplemental Agreements shall be subject to the approval of the EMPLOYER and the ASSOCIATION. They shall

be approved in writing or rejected in writing within a period of thirty (30) days following submission of a final draft.

ARTICLE 47 - Termination and Modification

A. This Agreement shall continue in full force and effect from June 1, 1994 through the termination date of May 31, 1996.

B. If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party gives notice of termination as provided in this paragraph or notice of amendment as hereinafter provided, this Agreement shall continue in effect from year to year subject to notice of termination by either party upon ninety (90) days written notice prior to the current year's termination date.

C. If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. Negotiations shall commence within ninety (90) days prior to the expiration of the contract.

E. Notice of termination or modification shall be in writing and mailed by regular mail to the ASSOCIATION at:

156 Malow Street
P.O. Box 2347
Mt. Clemens, MI 48046-2347

and mailed to the EMPLOYER at:

156 Malow Street
P.O. Box 2347
Mt. Clemens, MI 48046-2347

or to any such address as the ASSOCIATION or EMPLOYER may designate in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 28th day of June, 1994.

ROAD COMMISSION
OF MACOMB COUNTY

JOHN J. ZOCCOLA
Chairperson

MARY LOUISE DANER
Vice-Chairperson

THOMAS S. WELSH
Commissioner

MACOMB COUNTYROAD
COMMISSION
ADMINISTRATIVE AND
TECHNICAL EMPLOYEES
ASSOCIATION

J. THOMAS BRUFF, President

LOU GUIETTE, Vice President

KELLY DANNA, Secretary

DENOLA NOTEBOOM, Treasurer

JUDITH COMELLA, Unit 1

WILLIAM ROSS, Unit 2

JOSEPH DANNA, Unit 3

GLORIA FULLER, Unit 4

STEVEN GRAVLIN, Unit 5

ATTACHMENTS

MILITARY VETERANS' RIGHTS

A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

B. Any Employee who enters into active service in the Armed Forces of the United States shall be offered his/her previous position of like seniority, status and pay upon termination of such service, unless circumstances have rendered it impossible or totally unreasonable. In that event, he/she will be offered such employment as may be available consistent with his/her seniority and capability, providing he/she reports for work within ninety (90) days after discharge coupled with continuing hospitalization not to exceed two (2) years.

C. A probationary Employee who enters into the armed forces and meets the foregoing requirements must complete his/her probationary period. Upon completion of same, he/she will have seniority equal to the time he/she spent in the armed forces plus sixty (60) working days.

D. Employees who are in some branch of the Armed Forces of the National Guard will be paid the difference between their reserve pay and their regular pay with the Road Commission when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted to the Road Commission. A maximum of three (3) weeks pay per year is the normal limit, except in case of an emergency. It is understood that for pay purposes an emergency shall not exceed ninety (90) days.

E. Except as hereinbefore provided, the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

DELTA DENTAL PLAN E

PLAN EFFECTIVE DATE - October 1, 1988.

The rate quotations are valid for the above effective date and are contingent upon the accuracy of the census data provided. Any appreciable change in the census data upon enrollment could result in an increase or decrease in the guaranteed rate. The final accepted rates are guaranteed for a two-year nonretention contract.

PLAN SPECIFICATIONS -

| Class I Benefits | Delta Pays | Patient Pays |
|---------------------------|-------------------|---------------------|
| Diagnostic | 80% | 20% |
| Preventive | 80% | 20% |
| Emergency Palliative | 80% | 20% |
| Radiographs | 80% | 20% |
| Oral Surgery | 80% | 20% |
| Restorative | 80% | 20% |
| Periodontics | 80% | 20% |
| Endodontics | 80% | 20% |
| Class II Benefits | Delta Pays | Patient Pays |
| Prosthetic Appliances | 50% | 50% |
| Class III Benefits | Delta Pays | Patient Pays |
| Orthodontics | 0% | 100% |

MAXIMUM CONTRACT BENEFIT - \$800 per person total per contract year for Class I and II Benefits.

DELTA DENTAL PLAN G

50% of treatment costs paid by Delta on Class III (Orthodontic) Benefits, with a \$750 lifetime maximum per eligible person.

GOLDEN DENTAL PLAN PROGRAM

| Type of Service | Delta Coverage | Golden Dental Coverage |
|--|----------------|----------------------------------|
| Class I Diagnostic and Preventative Services: | 80% | 100% |
| Examinations, Cleanings, Space Maintainers, Palliative Treatment and Single Radiographs. Fluoride Treatments are covered to age 19 only. | | |
| Class II Restorative: | 80% | 100% |
| Radiographs (Full Mouth and Panorex) Fillings, Endodontics (Root Canals), and Oral Surgery (Extractions) | | |
| Class III Prosthetics: | 50% | 80% |
| Crowns, Bridges and Dentures (Partials and Complete) | | |
| Class IV Specialty Care: | N/A | 70% |
| Oral Surgery Endodontics Periodontics Pedodontics | | |
| Class V Orthodontics | -0- | Plan pays \$500 of first \$1,000 |
| Annual Maximum: | \$800 | \$1,600 |

WAIVER OF MEDICAL BENEFITS

Under provisions of the Collective Bargaining Agreement for the Administrative and Technical Employees Association, specifically Article 30A.3. of the 1994-1996 Collective Bargaining Agreement, this shall serve notice to the Road Commission of Macomb County that I herewith elect to receive the twelve hundred dollars (\$1200.00) annual payment to be paid in increments of three hundred dollars (\$300.00) quarterly, prorated monthly the first payment commencing _____

_____ and covering the months of _____ and quarterly thereafter.

I fully understand that I will not be provided medical benefits including all riders listed in Article 30A.2. of the Agreement, inclusive of prescription riders and vision care.

I understand that I can only renew my medical coverage following written notice and only at the next available monthly billing period.

This waiver has been explained to me and questions regarding it have been answered to my satisfaction.

Bo Kirk
Personnel Director

Employee

Witness

Date

**MEMORANDUMS
OF
UNDERSTANDING**

VEHICLES (Units 1, 2 and 3)

It is acknowledged herewith by the parties that the assignment of vehicles to Employees in certain classifications within the respective bargaining units has been a consideration for call-out status. As long as call-out continues to be a Board policy, present and future Employees assigned to call-out shall continue to be furnished transportation during the life of this Agreement.

**INDIVIDUALLY ASSIGNED POOL VEHICLES
(Unit 5)**

BETWEEN: Robert Hoepfner

ASSOCIATION members shall not be required to use personal vehicles for Road Commission business. Use of Road Commission vehicles shall be in accord with current policies and abuses shall be subject to disciplinary action. Existing individually assigned pool vehicles shall be available during the regular workday for use by other Road Commission personnel while conducting Road Commission business.

It is understood the existing individual pool vehicle assignments are limited to the engineers above named and no other engineer will be assigned a vehicle. Those engineers currently assigned pool vehicles are hereby assured continued assignment of an assigned pool vehicle during the term of the 1994 through 1996 contract. Pool vehicles assigned to the Road and Bridge Design and Road and Bridge Construction engineering positions and the Traffic Engineer position shall be permanent assignments as long as these positions are included within the disaster and emergency procedure.

LETTER OF UNDERSTANDING USE OF COMPENSATORY TIME UNDER ARTICLE 28

This Letter of Understanding is made and entered into by and between the ROAD COMMISSION OF MACOMB COUNTY ("COMMISSION") and the MACOMB COUNTY ROAD COMMISSION ADMINISTRATIVE AND TECHNICAL EMPLOYEES ASSOCIATION ("ADTECH ASSOCIATION").

RECITALS:

Article 28 of the current collective bargaining agreement between the COMMISSION and ADTECH ASSOCIATION places certain limitations on the use of compensatory time. Specifically, only employees in Units 3 and 5 are eligible to accrue compensatory time and its use, according to the labor agreement, is intended to supplement regular pay during periods of work or work hour reductions. In an effort to address certain issues that have arisen pertaining to the impact of the Fair Labor Standards Act [29 U.S.C. 207(o)] on the contractual language as currently applied, the parties hereby mutually agree to modify the compensatory time provisions of Article 28 as set forth below:

UNDERSTANDING AND AGREEMENT

The COMMISSION and the ADTECH ASSOCIATION hereby agree to modify the compensatory time provisions of Article 28 as follows:

1. The accrual of compensatory time shall continue to be restricted to Unit 3 and Unit 5 employees.
2. The COMMISSION shall allow all eligible employees to accumulate compensatory time to a maximum of one hundred fifty (150) hours, i.e., one hundred overtime hours' work. No more than forty (40) hours may be carried over from the previous year on April 1 of the

current year.

3. Requests for the use of compensatory time for all eligible employees shall be honored within a reasonable period, provided that such use does not "unduly disrupt" the operations of the COMMISSION. Whether a request to use compensatory time has been granted within a "reasonable period" will be determined by considering the customary practices within the COMMISSION based on the facts and circumstances in each case. Such practices include, but are not necessarily limited to: (a) the normal schedule of work; (b) anticipated peak work loads based on past experience; (c) emergency requirements for staff and services; and (d) the availability of qualified substitute staff. A denial of compensatory time under the "unduly disrupt" standard requires that the Employer reasonably and in good faith anticipate that it would impose an unreasonable burden on the COMMISSION'S ability to provide services of acceptable quality and quantity for the public during the time requested without the use of the services of the employee who is requesting compensatory time.

Overtime compensation may be paid in cash at the Employer's option in lieu of providing compensatory time off in any work week or work period. The Employer may freely substitute cash, in whole or in part, for compensatory time off; and overtime payment in cash will not affect subsequent granting of compensatory time off in future work weeks or work periods.

The Employer, however, shall not apply the granting of cash or compensatory time off to the employees in a discriminatory or preferential fashion.

4. The employee's immediate supervisor shall have the initial responsibility for approving a request for compensatory time. If an eligible employee disputes the supervisor's denial of a request for compensatory time, a special conference shall be held as soon as possible to review the supervisor's decision. The parties shall make every effort to resolve any disagreement prior to the date

on which the employee intended to use the compensatory time. If the parties are unable to resolve the dispute at a special conference, the ASSOCIATION may process the dispute through the grievance procedure beginning at Step IV

5. The purpose of this Letter of Understanding is to bring the language of the collective bargaining agreement into conformity with federal law and to provide all eligible employees the opportunity to accrue and use compensatory time without regard to whether it supplements regular pay during periods of work or work hour reductions. Accordingly, the FLSA standards applicable to an employer's decision to deny a request for compensatory time are hereby incorporated into the collective bargaining agreement by reference.
6. Accrued compensatory time in excess of the forty (40) hours that may be carried over from the previous year on April 1 of the current year, shall, if not used prior to April 1, be paid to the employee consistent with the applicable provisions of the FLSA.

IN WITNESS WHEREOF, the parties have caused this Letter of Understanding to be executed by their duly authorized representatives this _____ day of _____, 1994.

ROAD COMMISSION
OF MACOMB COUNTY

MACOMB COUNTY
ROAD COMMISSION
ADMINISTRATIVE AND
TECHNICAL EMPLOYEES
ASSOCIATION

By: _____ By: _____

EDUCATION AND TRAINING OPPORTUNITIES

Employees actively pursuing education or training are encouraged to advise the Personnel Office so consideration can be given future promotional opportunity.

The EMPLOYER may, without being considered as having established a precedent, afford education or training opportunities to individual Employees when it deems such education or training beneficial to the organization.

The purpose of this Memorandum of Understanding is to promote both good faith between the parties to this Agreement and advance the interest of the Road Commission of Macomb County.

**SCHEDULE A
WAGE SCHEDULE
1994-1995**

UNIT 1 - CLERK AND ASSISTANT FOREMAN

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|---------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grade 1 Stock Chaser | \$9.293 19,329 | \$9.543 19,849 | \$9.792 20,368 | \$10.043 20,888 | \$10.292 21,407 | \$10.542 21,927 |
| Grade 2 Stock Clerk | \$11.092 23,072 | \$12.181 25,336 | \$13.229 27,517 | \$14.359 29,867 | \$15.449 32,134 | \$16.537 34,397 |
| Grade 3 Asst. Foreman Bldg. Maint. | \$11.309 23,522 | \$12.391 25,773 | \$13.472 28,023 | \$14.555 30,274 | \$15.636 32,524 | \$16.719 34,775 |
| Assistant Foreman | \$16.398 34,107 | \$16.692 34,720 | \$16.987 35,332 | \$17.282 35,947 | \$17.577 36,560 | \$17.872 37,174 |
| Grade 4 Elec. Assistant Foreman | \$18.149 37,749 | \$18.324 38,113 | \$18.499 38,478 | \$18.675 38,844 | \$18.850 39,208 | \$19.025 39,572 |

**SCHEDULE B
WAGE SCHEDULE
1994 - 1995**

UNIT 2 - SUPERVISION WAGE SCHEDULE

| | Start | 6 Month | 1 Year | 2 Year |
|---------------------|--------------|----------------|---------------|---------------|
| S.C. Foreman | \$17.872 | \$18.448 | \$19.026 | \$19.602 |
| | 37,174 | 38,372 | 39,573 | 40,772 |
| Inspection Super. | \$17.872 | \$18.448 | \$19.026 | \$19.602 |
| | 37,174 | 38,372 | 39,574 | 40,772 |
| Sign Shop Super. | \$17.872 | \$18.448 | \$19.026 | \$19.602 |
| | 37,174 | 38,372 | 39,574 | 40,772 |
| Stock & Inv. Super. | \$17.872 | \$18.448 | \$19.026 | \$19.602 |
| | 37,174 | 38,372 | 39,574 | 40,772 |
| Mechanic Foreman | \$17.872 | \$18.448 | \$19.026 | \$19.602 |
| | 37,174 | 38,372 | 39,574 | 40,772 |
| Traffic Supervisor | \$17.872 | \$18.448 | \$19.026 | \$19.602 |
| | 37,174 | 38,372 | 39,574 | 40,772 |
| Right-of-Way Agent | \$18.506 | \$19.082 | \$19.660 | \$20.191 |
| | 38,493 | 39,691 | 40,892 | 41,997 |

**SCHEDULE B
WAGE SCHEDULE
1994 - 1995**

UNIT 2 - SUPERVISION WAGE SCHEDULE

(continued)

| | Start | 6 Month | 1 Year | 2 Year |
|---------------------|--------------|----------------|---------------|---------------|
| Electrical Super. | \$18.448 | \$19.026 | \$19.602 | \$20.178 |
| | 38,372 | 39,573 | 40,772 | 41,971 |
| Foreman S.C. III | \$19.026 | \$19.602 | \$20.178 | \$20.755 |
| | 39,574 | 40,772 | 41,971 | 43,170 |
| Store Keeper | \$16.791 | \$17.151 | \$17.512 | \$17.872 |
| | 34,925 | 35,674 | 36,425 | 37,174 |
| Asst. Maint Super. | \$20.466 | \$20.755 | \$21.043 | \$21.331 |
| | 42,569 | 43,169 | 43,769 | 44,368 |
| Administrative Aide | \$16.090 | \$16.304 | \$16.515 | \$16.719 |
| | 33,467 | 33,912 | 34,351 | 34,776 |
| Budget Officer | \$15.912 | \$16.200 | \$16.489 | \$16.777 |
| | 33,097 | 33,695 | 34,297 | 34,896 |
| Info. Sys. Coord. | \$15.912 | \$16.200 | \$16.489 | \$16.777 |
| | 33,097 | 33,695 | 34,297 | 34,896 |

**SCHEDULE C
WAGE SCHEDULE
1994-1995
UNIT 3 - HOURLY ENGINEERING**

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|--------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grade 1 Engineering Aide I | \$9.593 19,954 | \$10.776 22,414 | \$11.958 24,873 | \$13.140 27,331 | \$14.322 29,790 | \$15.505 32,249 |
| Grade 2 Engineering Aide II | \$12.501 26,002 | \$13.296 27,656 | \$14.091 29,310 | \$14.887 30,964 | \$15.491 32,222 | \$16.477 34,273 |
| Right-of-way Tech. | \$12.501 26,002 | \$13.296 27,656 | \$14.091 29,310 | \$14.887 30,964 | \$15.491 32,222 | \$16.477 34,273 |
| Traffic Technician | \$12.501 26,002 | \$13.296 27,656 | \$14.091 29,310 | \$14.887 30,964 | \$15.491 32,222 | \$16.477 34,273 |
| Weighmaster | \$12.501 26,002 | \$13.296 27,656 | \$14.091 29,310 | \$14.887 30,964 | \$15.491 32,222 | \$16.477 34,273 |

**SCHEDULE C
WAGE SCHEDULE
1994-1995
UNIT 3 - H-OURLY ENGINEERING
(continued)**

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|---------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grade 3 Engineering Aide III | \$14.261 29,664 | \$14.811 30,808 | \$15.360 31,950 | \$15.910 33,094 | \$16.459 34,236 | \$17.872 37,174 |
| Ⓜ Senior Traffic Tech. | \$14.261 29,664 | \$14.811 30,808 | \$15.360 31,950 | \$15.910 33,094 | \$16.459 34,236 | \$17.872 37,174 |
| Reg. Land Surveyor | \$14.795 30,774 | \$15.517 32,275 | \$16.239 33,777 | \$16.961 35,279 | \$17.683 36,781 | \$18.405 38,283 |
| Electronic Technician | \$14.482 30,122 | \$15.257 31,735 | \$16.033 33,349 | \$16.809 34,962 | \$17.584 36,575 | \$18.359 38,187 |

SCHEDULE D
WAGE SCHEDULE 1994 - 1995
UNIT 4 - CLERICAL

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|-------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grade 1 | | | | | | |
| Mail Clerk | \$6.917 14,388 | \$7.388 15,367 | \$7.859 16,347 | \$8.329 17,323 | \$8.799 18,303 | \$9.270 19,282 |
| Housekeeper | \$6.917 14,388 | \$7.388 15,367 | \$7.859 16,347 | \$8.329 17,323 | \$8.799 18,303 | \$9.270 19,282 |
| Grade 2 | | | | | | |
| Receptionist | \$8.049 16,743 | \$8.551 17,786 | \$9.053 18,830 | \$9.554 19,873 | \$10.056 20,916 | \$10.588 21,960 |
| Typist Clerk | \$8.625 17,940 | \$9.496 19,751 | \$10.366 21,561 | \$11.235 23,369 | \$12.106 25,180 | \$12.976 26,990 |
| Grade 3 | | | | | | |
| Serv. Ctr. Clerk | \$9.203 19,142 | \$10.114 21,036 | \$11.024 22,930 | \$11.934 24,822 | \$12.844 26,716 | \$13.754 28,609 |
| General Clerk | \$9.203 19,142 | \$10.114 21,036 | \$11.024 22,930 | \$11.934 24,822 | \$12.844 26,716 | \$13.754 28,609 |
| Float Clerk | \$9.203 19,142 | \$10.114 21,036 | \$11.024 22,930 | \$11.934 24,822 | \$12.844 26,716 | \$13.754 28,609 |
| Computer Operator | \$9.203 19,142 | \$10.114 21,036 | \$11.024 22,930 | \$11.934 24,822 | \$12.844 26,716 | \$13.754 28,609 |

**SCHEDULE D
WAGE SCHEDULE
1994 - 1995
UNIT 4 - CLERICAL
(continued)**

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|------------------|----------|----------|----------|----------|----------|----------|
| Grade 4 | | | | | | |
| Account Clerk | \$9.779 | \$10.713 | \$11.647 | \$12.581 | \$13.516 | \$14.449 |
| | 20,340 | 22,283 | 24,226 | 26,169 | 28,113 | 30,055 |
| 3 Sr. S.C. Clerk | \$9.779 | \$10.713 | \$11.647 | \$12.581 | \$13.516 | \$14.449 |
| | 20,340 | 22,283 | 24,226 | 26,169 | 28,113 | 30,055 |
| Dept. Clerk | \$9.779 | \$10.713 | \$11.647 | \$12.581 | \$13.516 | \$14.449 |
| | 20,340 | 22,283 | 24,226 | 26,169 | 28,113 | 30,055 |
| Grade 5 | | | | | | |
| Dept. Secretary | \$10.356 | \$11.386 | \$12.416 | \$13.445 | \$14.475 | \$15.505 |
| | 21,540 | 23,682 | 25,824 | 27,965 | 30,107 | 32,249 |
| Sr. Acct. Clerk | \$10.356 | \$11.386 | \$12.416 | \$13.445 | \$14.475 | \$15.505 |
| | 21,540 | 23,682 | 25,824 | 27,965 | 30,107 | 32,249 |

**SCHEDULE E
WAGE SCHEDULE
1994 - 1995
UNIT 5 - PROFESSIONAL ENGINEERS**

| | Start | 6 Month | 1 Year | 2 Year | 3 Year | 4 Year |
|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Civil Eng. I | \$14,664 30,501 | \$15,241 31,701 | \$15,721 32,700 | \$16,202 33,700 | \$16,683 34,701 | \$17,164 35,701 |
| Civil Eng. II | \$19,383 40,317 | \$19,687 40,949 | \$20,303 42,230 | \$20,404 42,440 | \$20,612 42,873 | \$20,918 43,509 |
| Civil Eng. III | \$21,343 44,393 | \$21,648 45,027 | \$21,956 45,669 | \$22,264 46,310 | \$22,573 46,953 | \$22,880 47,589 |
| Traffic Eng. | \$21,880 45,510 | \$22,189 46,153 | \$22,496 46,792 | \$22,804 47,433 | \$23,113 48,076 | \$23,420 48,713 |
| Rd. & Bridge Eng. | \$24,342 50,631 | \$24,650 51,272 | \$24,959 51,914 | \$25,234 52,487 | \$25,575 53,196 | \$25,883 53,837 |
| Constr. Eng. | \$24,342 50,631 | \$24,650 51,272 | \$24,959 51,914 | \$25,234 52,487 | \$25,575 53,196 | \$25,883 53,837 |

**SCHEDULE AA
WAGE SCHEDULE
1995 - 1996**

UNIT 1 - CLERK AND ASSISTANT FOREMAN

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|----------------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Grade 1 | | | | | | |
| Stock Chaser | \$9,571 | \$9,829 | \$10,086 | \$10,344 | \$10,601 | \$10,858 |
| | 19,909 | 20,445 | 20,979 | 21,515 | 22,049 | 22,584 |
| Grade 2 | | | | | | |
| Stock Clerk | \$11,425 | \$12,546 | \$13,626 | \$14,790 | \$15,912 | \$17,033 |
| | 23,764 | 26,096 | 28,342 | 30,763 | 33,098 | 35,429 |
| Grade 3 | | | | | | |
| Asst. Foreman Bldg. Maint. | \$11,648 | \$12,763 | \$13,877 | \$14,992 | \$16,106 | \$17,221 |
| | 24,228 | 26,546 | 28,863 | 31,182 | 33,499 | 35,819 |
| Assistant Foreman | \$16,890 | \$17,193 | \$17,496 | \$17,801 | \$18,104 | \$18,408 |
| | 35,130 | 35,761 | 36,392 | 37,026 | 37,657 | 38,289 |
| Grade 4 | | | | | | |
| Elec. Assitant Foreman | \$18,693 | \$18,873 | \$19,054 | \$19,235 | \$19,416 | \$19,596 |
| | 38,882 | 39,257 | 39,632 | 40,009 | 40,384 | 40,759 |

**SCHEDULE BB
WAGE SCHEDULE
1995 - 1996
UNIT 2 - SUPERVISION**

| | Start | 6 Month | 1 Year | 2 Year |
|---------------------|--------------|----------------|---------------|---------------|
| S.C. Foreman | \$18.408 | \$19.002 | \$19.596 | \$20.190 |
| | 38,289 | 39,523 | 40,760 | 41,995 |
| Inspection Super. | \$18.408 | \$19.002 | \$19.596 | \$20.190 |
| | 38,289 | 39,523 | 40,760 | 41,995 |
| Sign Shop Super. | \$18.408 | \$19.002 | \$19.596 | \$20.190 |
| | 38,289 | 39,523 | 40,760 | 41,995 |
| Stock & Inv. Super. | \$18.408 | \$19.002 | \$19.596 | \$20.190 |
| | 38,289 | 39,523 | 40,760 | 41,995 |
| Mechanic Foreman | \$18.408 | \$19.002 | \$19.596 | \$20.190 |
| | 38,289 | 39,523 | 40,760 | 41,995 |
| Traffic Supervisor | \$18.408 | \$19.002 | \$19.596 | \$20.190 |
| | 38,289 | 39,523 | 40,760 | 41,995 |
| Right-of-Way Agent | \$19.061 | \$19.655 | \$20.250 | \$20.797 |
| | 39,647 | 40,882 | 42,119 | 43,257 |

**SCHEDULE BB
WAGE SCHEDULE
1995 - 1996
UNIT 2 - SUPERVISION
(continued)**

| | Start | 6 Month | 1 Year | 2 Year |
|---------------------|--------------------|--------------------|--------------------|--------------------|
| Electrical Super. | \$19.002 39,523 | \$19.596 40,760 | \$20.190 41,995 | \$20.784 43,230 |
| Foreman S.C. III | \$19.596 40,760 | \$20.190 41,995 | \$20.784 43,230 | \$21.377 44,464 |
| Store Keeper | \$17.295 35,973 | \$17.666 36,744 | \$18.037 37,518 | \$18.408 38,289 |
| Asst. Maint Super. | \$21.080 43,847 | \$21.377 44,464 | \$21.674 45,082 | \$21.971 45,699 |
| Administrative Aide | \$16.573 34,472 | \$16.793 34,929 | \$17.010 35,381 | \$17.221 35,819 |
| Budget Officer | \$16.389 34,089 | \$16.686 34,706 | \$16.984 35,326 | \$17.280 35,943 |
| Info. Sys. Coord. | \$16.389 34,089 | \$16.686 34,706 | \$16.984 35,326 | \$17.280 35,943 |

**SCHEDULE CC
WAGE SCHEDULE
1995 - 1996
UNIT 3 - HOURLY ENGINEERING**

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|---------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grade 1 | | | | | | |
| Engineering Aide I | \$9.881 20,553 | \$11.099 23,086 | \$12.317 25,619 | \$13.534 28,151 | \$14.752 30,684 | \$15.970 33,217 |
| Grade 2 | | | | | | |
| Engineering Aide II | \$12.876 26,782 | \$13.695 28,486 | \$14.514 30,189 | \$15.333 31,893 | \$15.956 33,188 | \$16.972 35,301 |
| Right-of-Way Tech. | \$12.876 26,782 | \$13.695 28,486 | \$14.514 30,189 | \$15.333 31,893 | \$15.956 33,188 | \$16.972 35,301 |
| Traffic Technician | \$12.876 26,782 | \$13.695 28,486 | \$14.514 30,189 | \$15.333 31,893 | \$15.956 33,188 | \$16.972 35,301 |
| Weighmaster | \$12.876 26,782 | \$13.695 28,486 | \$14.514 30,189 | \$15.333 31,893 | \$15.956 33,188 | \$16.972 35,301 |

**SCHEDULE CC
WAGE SCHEDULE
1995 - 1996
UNIT 3 - HOURLY ENGINEERING
(continued)**

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|-------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grade 3 | | | | | | |
| Engineering Aide III | \$14.689 30,554 | \$15.256 31,732 | \$15.821 32,908 | \$16.388 34,086 | \$16.953 35,263 | \$18.408 38,289 |
| 69 Senior Traffic Tech. | \$14.689 30,554 | \$15.256 31,732 | \$15.821 32,908 | \$16.388 34,086 | \$16.953 35,263 | \$18.408 38,289 |
| Reg. Land Surveyor | \$15.239 31,697 | \$15.983 33,245 | \$16.726 34,790 | \$17.470 36,337 | \$18.214 37,884 | \$18.958 39,432 |
| Electronic Technician | \$14.916 31,026 | \$15.715 32,687 | \$16.514 34,349 | \$17.313 36,011 | \$18.112 37,672 | \$18.910 39,333 |

SCHEDULE DD
WAGE SCHEDULE 1995 - 1996
UNIT 4 - CLERICAL

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|-------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grade 1 | | | | | | |
| Mail Clerk | \$7.125 14,820 | \$7.610 15,828 | \$8.095 16,837 | \$8.578 17,843 | \$9.063 18,852 | \$9.548 19,860 |
| Housekeeper | \$7.125 14,820 | \$7.610 15,828 | \$8.095 16,837 | \$8.578 17,843 | \$9.063 18,852 | \$9.548 19,860 |
| Grade 2 | | | | | | |
| Receptionist | \$8.291 17,245 | \$8.808 18,320 | \$9.324 19,394 | \$9.841 20,469 | \$10.358 21,544 | \$10.874 22,618 |
| Typist Clerk | \$8.884 18,479 | \$9.780 20,343 | \$10.677 22,208 | \$11.572 24,070 | \$12.469 25,935 | \$13.365 27,800 |
| Grade 3 | | | | | | |
| Serv. Ctr. Clerk | \$9.479 19,716 | \$10.417 21,667 | \$11.355 23,618 | \$12.292 25,567 | \$13.229 27,517 | \$14.167 29,467 |
| General Clerk | \$9.479 19,716 | \$10.417 21,667 | \$11.355 23,618 | \$12.292 25,567 | \$13.229 27,517 | \$14.167 29,467 |
| Float Clerk | \$9.479 19,716 | \$10.417 21,667 | \$11.355 23,618 | \$12.292 25,567 | \$13.229 27,517 | \$14.167 29,467 |
| Computer Operator | \$9.479 19,716 | \$10.417 21,667 | \$11.355 23,618 | \$12.292 25,567 | \$13.229 27,517 | \$14.167 29,467 |

**SCHEDULE DD
WAGE SCHEDULE
1995 - 1996
UNIT 4 - CLERICAL
(continued)**

| | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|-------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Grade 4 | | | | | | |
| Account Clerk | \$10.072 | \$11.034 | \$11.997 | \$12.959 | \$13.921 | \$14.883 |
| | 20,950 | 22,952 | 24,953 | 26,954 | 28,956 | 30,956 |
| 71 Sr. S.C. Clerk | \$10.072 | \$11.034 | \$11.997 | \$12.959 | \$13.921 | \$14.883 |
| | 20,950 | 22,952 | 24,953 | 26,954 | 28,956 | 30,956 |
| Dept. Clerk | \$10.072 | \$11.034 | \$11.997 | \$12.959 | \$13.921 | \$14.883 |
| | 20,950 | 22,952 | 24,953 | 26,954 | 28,956 | 30,956 |
| Grade 5 | | | | | | |
| Dept. Secretary | \$10.666 | \$11.727 | \$12.788 | \$13.848 | \$14.909 | \$15.970 |
| | 22,186 | 24,393 | 26,599 | 28,804 | 31,010 | 33,217 |
| Sr. Acct. Clerk | \$10.666 | \$11.727 | \$12.788 | \$13.848 | \$14.909 | \$15.970 |
| | 22,186 | 24,393 | 26,599 | 28,804 | 31,010 | 33,217 |

**SCHEDULE EE
WAGE SCHEDULE
1995 - 1996
UNIT 5 - PROFESSIONAL ENGINEERS**

| | Start | 6 Month | 1 Year | 2 Year | 3 Year | 4 Year |
|-------------------|--------------|----------------|---------------|---------------|---------------|---------------|
| Civil Eng. I | \$15.557 | \$16.169 | \$16.678 | \$17.189 | \$17.699 | \$18.209 |
| | 32,359 | 33,632 | 34,691 | 35,752 | 36,814 | 37,875 |
| Civil Eng. II | \$19.963 | \$20.277 | \$20.913 | \$21.016 | \$21.230 | \$21.546 |
| | 41,523 | 42,176 | 43,499 | 43,714 | 44,159 | 44,816 |
| Civil Eng. III | \$21.983 | \$22.297 | \$22.614 | \$22.933 | \$23.251 | \$23.566 |
| | 45,724 | 46,378 | 47,037 | 47,700 | 48,361 | 49,018 |
| Traffic Eng. | \$22.537 | \$22.855 | \$23.171 | \$23.488 | \$23.807 | \$24.122 |
| | 46,876 | 47,537 | 48,196 | 48,855 | 49,518 | 50,174 |
| Rd. & Bridge Eng. | \$25.072 | \$25.390 | \$25.708 | \$25.991 | \$26.342 | \$26.660 |
| | 52,150 | 52,811 | 53,472 | 54,062 | 54,792 | 55,453 |
| Constr. Eng. | \$25.072 | \$25.390 | \$25.708 | \$25.991 | \$26.342 | \$26.660 |
| | 52,150 | 52,811 | 53,472 | 54,062 | 54,792 | 55,453 |







