

Shiawassee County Road Comm.

Agreement

*112 Arthur St.
Cousna, MI 48817*

Between

**SHIAWASSEE COUNTY
ROAD COMMISSION**

And

**SHIAWASSEE COUNTY
ROAD COMMISSION EMPLOYEES**

Chapter Of Local 1059

Affiliated With Council No. 55

AFSCME, AFL-CIO

Shiawassee County Road Commission and AFSCME, Council
55, Local 1059, AFL-CIO.

| year | expiration | date | | year | expiration | date |
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| 31-18 | 12/31/74 | | | | | |
| 31-19 | 12/31/76 | | | | | |
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Article I

AGREEMENT

Section 1. This Agreement entered into between the Shiawassee County Road Commission (hereinafter referred to as the "EMPLOYER") and the Shiawassee County Road Commission Employees Chapter of Local #1059, affiliated with Council #55, AFSCME, AFL-CIO, (hereinafter referred to as the "UNION").

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meanings but are for reference only).

Article II

PURPOSE AND INTENT

Section 1. 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, and Employees and the Union.

Section 2. 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.

Section 3. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Article III

RECOGNITION. Employees Covered

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Employer, except clerical, secretarial and accounting personnel, Engineering Aides, Parts department personnel, Temporary Employees as defined in this Agreement, Supervisory Employees and Guards.

Article IV

AID TO OTHER UNIONS

Section 1. The Employer will not interfere with, restrain, or coerce employees because of membership or lawful activities in the Union, nor will it, by discrimination, in respect to hire, tenure of employment, or any terms or conditions of employment, attempt to discourage membership in the Union

Article V

UNION SECURITY

(Requirements of Union Membership)

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to

continue membership in the Union for the duration of this Agreement.

Section 2. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

Section 3. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Article.

Section 4. Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues.

Article VI

UNION DUES AND INITIATION FEES

Section 1. Payment.

Employees may tender the monthly membership dues either by paying them directly to the Financial Secretary of the Local or by voluntarily signing a proper Authorization for Check-Off of Dues form.

Section 2. Check-Off forms.

During the life of this Agreement the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who voluntarily executes and delivers to the Employer a proper Authorization for Check-Off of Dues form.

Section 3. The provisions of this Article do not apply to Initiation fees, which will be collected by the Union.

Section 4. When Deductions Begin.

Check-off deductions under all properly executed Authorizations for Check-Off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.

Section 5. Deductions for any calendar month shall be remitted to the Financial Secretary of the Local accompanied by a list showing the names of employees from whose pay dues deductions have been made and the amount as to each. The remittance and list shall be sent as soon as possible after the first pay of each month.

Section 6. Termination of Check-Off.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he serves upon the Employer a written Notice to discontinue deduction of dues.

Section 7. Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union.

Section 8. Indemnification.

The Union, including Council #55 and/or the International Union, agrees, to indemnify the Road Commission as to any liability it may incur to any person by virtue of its compliance with any of the terms of this Article VI.

Article VII

UNION BARGAINING COMMITTEE

Representation

Section 1. The Union shall be represented by three (3) committeemen. The Employer will negotiate with said representatives with respect

to grievances as provided in the agreement, and/or the Local Union Officer, or their representative.

Section 2. The Committeemen, during their working hours, will be allowed a reasonable length of time, without loss of pay, to investigate and present grievances to the Employer. Before investigating a grievance, the Committeeman shall request approval of his absence from his immediate supervisor and shall likewise notify him on his return.

Section 3. The Union will promptly advise the Employer, in writing, as to the names of all Committeemen, Stewards and Officers of the Chapter, and of all changes therein as they occur. Upon receipt of such notification, the Employer will recognize such union representatives for the purposes of this Agreement and will be entitled to rely upon the last notification so given by the Union hereunder.

Article VIII

SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the Unit President and the Employer or its designated representatives, upon the 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 Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International

Union. The Employer will give the Union a written answer to items covered by the Agenda. The answer will be given within 10 working days unless an extension is requested, in which case the answer will be submitted within 20 working days after the meeting.

Section 2. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

Article IX

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a complaint against working conditions by an employee; a complaint of discrimination by an employee; disputes or complaints between the Employer and the Union, arising under, and during the term of, this Agreement. It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust grievances in an amicable manner between the Employer and the Union in the following manner:

Step 1. By conference between the aggrieved employee, the Committeeman and the Engineer. This conference shall take place within three (3) days after knowledge of the incident that led to the grievance.

Step 2. If the grievance is not settled in Step 1 above, the grievance shall be presented within three (3) days in writing to the Engineer, who shall then arrange a conference between the parties. The conference shall be held within fifteen (15) days after the knowledge of this incident that led to the grievance. This conference shall consist of a seven (7) man committee

with three (3) representatives of the Union and three (3) representatives of the Board and the Engineer. The conference shall be held for the purpose of attempting to settle the matter in dispute. The Board representatives shall give their answer within five (5) working days after the conference.

Step 3 If the matter is not resolved under the procedures set forth in the two paragraphs above, then either party may refer the matter to the Michigan Employment Relations Commission with a request that said Commission mediate the dispute. Said request shall be in writing, shall state the issues to be mediated, and must be postmarked not later than ten (10) days after the Employer's delivery of its answer provided for in Step 2 above. A copy of said request must be furnished to the opposite party at the same time it is mailed to the Employment Relations Commission.

Section 2. Time of Appeal.

In the event that either party does not elect to take a grievance to the next higher step from Step 1 to Step 3, inclusive, within the time limits of the grievance procedure, the grievance shall be deemed to be settled unless otherwise stipulated.

Article X

ARBITRATION

Section 1. In the event that any grievance or dispute growing out of the interpretation of application of this Agreement is not settled through the procedures of the preceding Article, the Employer shall mail to the Union within 10 working days its written disposition of the matters discussed at the mediation Step of the Grievance Procedure. Within ten (10) working days from the mailing of such disposition, the Union may request

the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Arbitration Rules then obtaining.

Section 2. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Clerk of the Road Commission and to the American Arbitration Association and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said ten (10) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual written agreement of the parties.

Section 4. After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award, in accordance with said Rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any state or federal law or regulation applicable thereto.

Section 5. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classification or wage rate, to assess damages, or to rule on any claim for money or benefits arising under an Insurance Policy (or Retirement claim or dispute). Any other dispute arising out of, or re-

lating to, the interpretation or proper application of the Agreement, based upon a grievance of an employee alleging violation thereof, shall be deemed arbitrable hereunder. Either party shall have the right to secure, and enforce, subpoenas for such witnesses as are necessary to the full presentation of its case.

Section 7. No award involving wages due any grievant shall be made retroactive for more than thirty-one (31) days prior to the date the grievance was submitted in writing.

Section 8. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, or cause to be brought, any court, or other legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall, within a reasonable time, not to exceed two (2) days, fail to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 9. The Union agrees, in consideration of the foregoing, that it will not cause nor permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in, slow-down or curtailment of work, or interference with the operations of the Road Commission, or picket its premises or operations until all of the procedure provided in this Article or Article IX above have been exhausted and not even then unless and until authorized by Council #55, and written notice of such authorization has been delivered to the Employer at least five (5) working days prior to such authorization. Provided however, that no such action shall be taken, permitted or authorized by the Union, at any time, in any case, which is not exempted from arbitration by Section 6 above. The Union recognizes the statutory prohibition against strikes by public employees now existing under Michigan law.

Article XI

PAYMENT OF BACK PAY CLAIMS

Section 1. If the Employer fails to give an Employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

Article XII

COMPUTATION OF BACK WAGES

Section 1. No claim for back wages or other claim based thereon shall exceed the amount of wages the employee would otherwise have earned during the period in question, which shall, in no event, include any period extending more than 31 days prior to the date the grievance was first filed in writing. Both straight time and overtime shall be taken into account in computing the amount due.

Article XIII

DISCHARGE AND DISCIPLINE

Section 1. Notice of discharge or discipline. The Employer agrees, promptly upon the discharge or discipline of an Employee to notify in writing the employee and the Union committeemen of the discharge or discipline.

Section 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the committeeman and the Employer will make available an area where he may do so before he is required to leave the property

of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the Employee and the committeeman, but not as part of the grievance procedure.

Section 3. Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the committeeman consider the discharge to be improper, a complaint shall be presented in writing through the committeeman to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the Complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

Section 4. Use of Past Record. Any subject matter that could be construed to be detrimental to the employee's future promotion, transfer, present or future employment, such employee shall be notified in writing.

Section 5. In any consecutive 24 months period any reprimands will be forgotten at the end of the 24 months period, excluding reprimands for drinking of alcoholic beverages. At the end of a three year period from the last reprimand for drinking on the job said reprimand shall be dropped.

Article XIV

SENIORITY

Section 1. New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The calendar days' probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, by accumulating ninety (90)

calendar days of employment within not more than one (1) year he shall be entered on the seniority list of the unit and shall rank for seniority from the day which is ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees, and they may be discharged or laid off in any order without recourse to the Grievance Procedure, except for Union activities.

Section 2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hour of employment and other conditions of employment, except discharged and disciplined employees for other than union activity.

Section 3. Seniority shall be on a unit wide basis, in accordance with the employee's last date of hire.

Article XV

SENIORITY LISTS

Section 1. Seniority shall not be affected by the race, creed, sex, marital status or dependents of the employee.

Section 2. The seniority list on the date of this Agreement will show the names of all employees of the unit entitled to seniority.

Section 3. The Employer will keep the seniority list up to date at all times and will provide the Local Union with up to date copies at least once a year.

Article XVI

LOSS OF SENIORITY

Section 1. Seniority shall prevail on a unit-wide basis unless seniority is lost for one of the following reasons:

- A. Employee quits.
- B. Employee is discharged for just cause.
- C. For employees with less than three (3) years of service, if he is not recalled to work within the length of his seniority or one (1) year, whichever is the lesser. For employees with three (3) years and more of seniority, if he is not recalled to work within the length of his seniority.
- D. The employee fails to report for work for three (3) consecutive working days without giving notice and a legitimate reason to the Employer.
- E. The employee becomes an excessive, habitual or chronic absentee by missing twenty (20) or more days in any twelve (12) month period, without pay and without proper cause.

Article XVII

MANAGEMENT RIGHTS

Section 1. The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States.

Section 2. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, or modified or delegated by this Agreement are retained by the Employer.

Article XVIII

SENIORITY OF OFFICERS

Section 1. Notwithstanding their position on the seniority list, the three (3) Committeemen, Chapter Chairman, Local President and Local Financial Secretary if employed by the Employer, shall in the event of a layoff, be continued at work at all times, provided they can perform any of the work available.

Article XIX

SUPPLEMENTAL AGREEMENTS

Section 1. Waiver and Supplemental Agreements.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Road Commission and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, that if the parties shall voluntarily agree upon a supplemental agreement, it shall not become effective unless and until ratified by the Road Commission by appropriate Resolu-

tion and by Council #55 and/or the International Union, within twenty-one (21) days after ratification by the Chapter. Written notice of such ratifications must be given to the other party.

Article XX

LAYOFF DEFINED

Section 1. The word "Layoff" means a reduction in the working force due to decrease of work or lack of funds.

Section 2. If a layoff becomes necessary, employees will be laid off as follows: Temporary Employees (those referred to in Appendix C) will be laid off first. If a further reduction is necessary, Probationary Employees will be laid off, in any order.

If a further reduction is necessary, Seniority Employees will be laid off in reverse order of seniority providing employees so retained are qualified to perform the remaining work. Any disputes concerning layoffs under this paragraph may be submitted to the grievance procedure at Step 1.

Section 3. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days notice of layoff. On the same date layoff notices are issued to employees, the Employer will deliver to the Recording Secretary of the Chapter a list of employees being laid off. Said list will be deemed correct unless a grievance specifying any error is filed under Step 1 of Article IX above.

Section 4. If, at the time of layoff, two or more employees affected have the same seniority date, their seniority ranking shall be determined by the drawing of lots.

Article XXI

RECALL PROCEDURE

Section 1. When the working force is increased after a layoff, employees will be recalled according to seniority to any available work they are capable of performing. Notice of recall shall be sent to the employee at his last known address by registered or certified mail and a copy delivered to the Recording Secretary of the Chapter. Any claim of error in recall must be processed as a grievance within the time specified in Article IX. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered as a quit.

Article XXII

TRANSFERS

Section 1. Temporary transfer of Employees. If an employee is transferred temporarily to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, his seniority shall continue to accumulate while he is in such excluded position and he shall retain all rights to benefits which accrue under this Agreement on the basis of seniority. Such transfers will not be made except with the consent of the employee involved and shall not exceed ten (10) consecutive working days.

Section 2. Any seniority accumulated prior to the effective date of this contract will be recognized.

Section 3. Permanent transfer of Employees. If an employee is transferred to a permanent position under the Employer not included in the unit and thereafter transferred again to a position within the unit, he shall not accumulate seniority

for purposes of job bidding while working in the position to which transferred. Employees transferred under the above circumstances shall retain all other rights accrued for the purposes of any benefits provided for in this agreement.

Section 4. The employer agrees that in any movement of work not covered above in Article 22 (1) and (3), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

Section 5. In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the unit at least seven (7) calendar days prior to filling such vacancy or newly created position.

Section 6. In case of liquidation of all or part of a classification, injury on the job, or sickness, an employee may bump laterally or downward into a classification that his seniority will place him.

Section 7. The Employer agrees that, in any classification involving the operation of Equipment, it will endeavor whenever practical, during regular time hours, to retain the senior operator, and to reduce the number of operators in reverse order of seniority, but this shall not preclude the assignment of operators to other work as needed. Further, the junior operator will not be displaced under this subsection where the job to which he is assigned is within one week of completion.

Section 8. All Grader men shall be mailed job posting and other pertinent information.

Article XXIII

PROMOTIONS

Section 1. Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days on the Union bulletin board. Employees interested shall apply within the seven (7) calendar day posting period and the promotion shall be awarded within seven (7) calendar days after the close of the posting period. The employee awarded the promotion shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job. If the employee is found unable to perform the job in a satisfactory manner, he may be removed from it at any time during the trial period and will revert to his former classification.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

Section 2. During the four (4) week trial period, the Employee shall have the opportunity to revert back to his former classification. The employee will notify the Employer, in writing, as to his reasons for not wanting to remain in the classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the union. The matter may then become a proper subject for the second step of the Grievance Procedure.

Section 3. During the trial period, employees will receive the rate of the job they are performing.

Section 4. If an employee is awarded a

vacancy under the provisions of this Article, whether to a higher rated classification or laterally or downward, he shall retain that classification for a period of not less than six (6) months before he may again bid to a lateral or lower classification, unless the employee can establish health reasons for seeking the changes or gross earnings are higher in the other classification.

Article XXIV

VETERANS

Section 1. Employees entering into the Armed Forces shall retain all continuing seniority rights while serving in the Armed Forces if application for reinstatement is made within ninety (90) days of Honorable Discharge, or ninety (90) days after hospitalization continuing after discharge. However, the Employer shall not be required to reinstate said employee if the period of hospitalization exceeds one (1) year from discharge.

Section 2. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

Article XXV

VETERANS LAWS

Section 1. Except as herein before provided, the reemployment rights of Employees and probationary employees will be limited by applicable laws and regulations.

Article XXVI

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Section 1. 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 a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

Section 2. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit. In exceptional cases an extension may be granted.

Article XXVII

LEAVE OF ABSENCE

Section 1. All requests for leaves of absence will be made in writing. Leaves of absence for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

1. Serving in any elected position (Public or Union).
2. Illness Leave (Physical or Mental).
3. Prolonged illness in immediate family.

A doctor's statement will be required for items two and three above. Such leave may be extended for like cause.

Section 2. During a leave of absence, no fringe benefits will be available to an employee unless sick leave or vacation days are being used. After such leave and vacation days are exhausted,

fringe benefits will stop. An employee may continue under the Employer's life insurance and Blue-Cross, Blue-Shield program by payment of the full monthly cost himself.

Article XXVIII

LEAVE FOR UNION BUSINESS

Section 1. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods, not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority and classification.

Section 2. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions.

Article XXIX

SICK LEAVE

Section 1. All members covered by this Agreement shall accumulate one sick leave day per month, not to exceed twelve days per year, with unlimited accumulation. A doctor's certificate will be required if demanded by management. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement, and will be construed as days worked specifically.

Section 2. One Hundred percent (100%) of all unused sick leave days, up to a maximum of 120 days, will be paid upon retirement at age 62, or

retirement under the Michigan Municipal Employees Retirement system. Upon the death of an employee, all unused sick leave, up to a maximum of 120 days, will be paid at the prevailing rate to the employee's beneficiary.

Section 3. Employees shall be paid for their regular hours of work on the day when the employee is injured on the job or if he has become ill on the job.

Section 4. In case of illness, the employee shall inform his immediate superior of his inability to work because of such illness, before his regular starting time.

Section 5. Two (2) Personal Leave days a year, to be deducted from sick leave, are made available.

Article XXX

FUNERAL LEAVE

Section 1. Employees who attend the funeral of a member of their immediate families shall be allowed three (3) working days without loss of pay, as funeral leave, which is not to be deducted from sick leave. Immediate family is defined as follows: Mother, Father, Sister, Brother, Wife, or Husband, Son or Daughter, Mother-in-law, Father-in-law, Grandparents and Grandchildren.

Section 2. Employees who attend the funeral of a Brother-in-law or Sister-in-law, Grandparents-in-laws, Step-Mother or Step-Father, Step-Brother or Step-Sister shall be allowed one (1) working day without loss of pay as funeral leave, which is not to be deducted from sick leave. If such funeral takes place outside the State of Michigan, an additional two (2) days of funeral leave will be granted under this sub-section.

Article XXXI

HOURS OF WORK

Section 1. It is understood and agreed that all employees shall work 8 hours per day, from 7:00 A.M. to 3:30 P.M. five days per week, for a total of 40 hours per week, at regular pay rate. A half hour each day will be taken for a lunch period. The following exceptions will be observed:

A. Night man - 8 hours per day, from 4:00 P.M. to 12:30 A.M., five days per week, Monday through Friday, for a total of 40 hours per week at regular pay rate. One half-hour will be taken for a lunch period.

B. Night Patrol - Eight (8) hours per day, from 11:00 P.M. to 7:00 A.M., five days per week, Monday through Friday, for a total of forty (40) hours per week at regular pay rate. Included in the eight (8) hour day will be a one half-hour paid lunch period.

Section 2. All employees will be entitled to one rest period of fifteen (15) minutes during the first half of a shift and one of fifteen (15) minutes during the second half of the shift as near as may be practicable to the middle of each half shift. Such rest periods will be taken on the job. Employees shall not congregate, nor park Road Commission Equipment, at or near coffee houses or restaurants or deviate from prescribed work routes for this purpose, except during emergency overtime periods.

Article XXXII

TIME AND ONE-HALF

Section 1. Time and one-half will be paid as follows:

(a) For all hours worked before or after their regular work schedule.

Article XXXIII

CALL IN

Section 1. Any employee is entitled to compensation for a minimum of four (4) hours time for each response to call to active duty. This Article does not apply to extra time which may be worked merely as an extension of the normal working period.

Article XXXIV

HOLIDAY PROVISIONS

Section 1. The paid holidays are designated as: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Veteran's Day, one half day before Christmas, Christmas Day, and one half day before New Year's Day. Employees will be paid an amount equal to the number of hours in their regular daily schedule times their regular straight time rate for such holidays.

Section 2. Should a holiday fall on Saturday, then the preceding Friday will be considered the holiday. Should a holiday fall on Sunday, the following Monday will be considered the holiday.

Section 3. The employee must be present the preceding work day before a holiday and the succeeding work day after a holiday, or be on approved leave. Otherwise, no holiday pay will be granted.

Article XXXV

VACATION ELIGIBILITY

Section 1. All employees with more than one year of continuous service will be entitled to

working days vacation with pay according to the following schedule:

- One year to two years - 6 days
- Two years to three years - 7 days
- Three years to four years - 8 days
- Four years to five years - 10 days
- Five years to ten years - 12 days
- Ten years to fifteen years - 15 days
- Fifteen or more years - 20 days

Article XXXVI

VACATION PERIOD

Section 1. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency of the department concerned.

Section 2. On or before the first day of May each year, each employee shall designate, by written request, the days and the month he wishes to have for vacation. These shall be tabulated as soon as possible and if too many vacations are asked for in the same period of time, the employees with the most seniority shall have first choice of vacation time. Employees may exchange vacation periods upon approval of the Engineer.

Section 3. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Section 4. A vacation may not be waived by an employee and extra pay received for work during that period.

Section 5. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

Section 6. If an employee is laid off, retires, or terminates his employment, he will receive any

unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

Section 7. Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

Article XXXVII

UNION BULLETIN BOARDS

Section 1. The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. All Union activities.

Section 2. All notices posted in accordance with the above shall be dated and initialed by the posting party. Any such notice not so dated and initialed shall be removed immediately.

Article XXXVIII

RATES FOR NEW JOBS

Section 1. When new equipment is placed in operation, or new jobs are created, which cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

Article XXXIX

TEMPORARY ASSIGNMENTS

Section 1. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs. Such employees will receive the rate of pay of the higher classification.

Section 2. Any employee required to work continuous time in a classification higher than his regular classification for more than one pay period shall receive the rate of pay for the higher classification whenever, thereafter, he performs such work.

Section 3. If during the normal work day idle equipment is required for a temporary job; and the temporary job was from an unforeseen condition that the employer was unaware of at the start of the regular work shift; and the operator of the idle equipment is not within a reasonable distance to the equipment garage; and the temporary job does not involve overtime, then the employer may assign any qualified employee to operate such equipment to take care of the unforeseen condition.

Article XXXX

JURY DUTY

Section 1. An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his regular pay, upon proof of such pay.

Article XXXXI

SAFETY COMMITTEE

Section 1. A safety committee consisting of the Bargaining Committee (as established under Article VII) and of representatives of the Employer is hereby established. The Committee shall meet as required during regular daytime working hours without loss of pay for the purpose of making safety recommendations to the Employer. The Employee representatives on the Committee shall be allowed such reasonable amounts of time as the safety committee shall agree upon to investigate matters pertaining to the safety of Employees and will not lose pay for time so spent during regular working hours.

Article XXXXII

HOSPITALIZATION

Section 1. The employer agrees to make available to any employee who makes application for himself and/or his immediate family, hospitalization coverage. The employer agrees to pay the full premium of said hospitalization insurance. The specific plan shall be Blue Cross-Blue Shield, Comprehensive hospital, semi-private coverage, riders D-45NM, 1MB, DCCR; MVF-1, Riders ML, OB, DC; prescription drug program - \$1.25 co-pay; master medical and N4. This coverage shall be made available to all seniority employees.

Section 2. Beginning on January 1, 1976, the employer agrees to make available to all employees who retire after December 31, 1975, hospitalization medical coverage for the retiree only.

Article XXXXIII

WORKMANS COMPENSATION

Section 1. Each employee will be covered by the applicable Workman's Compensation Laws. The Employer further agrees to pay to an employee being eligible for Workman's Compensation income, an amount sufficient to make up the difference between Workman's Compensation and his regular weekly income. Such payments will be continued for not to exceed twelve (12) consecutive months thereafter, after which the employee, at his option, may use any accumulated sick leave days and/or vacation days to his credit on such basis (in half day units) that the combination of his Workman's Compensation payments and his sick leave and/or vacation payments, do not exceed his regular weekly earnings.

Article XXXXIV

LIFE INSURANCE

Section 1. The Employer agrees to make available to each seniority employee who applies therefor a term life insurance policy, including an Accidental Death and Dismemberment Clause, in the amount of six thousand dollars (\$6,000.00). The Employer will pay the full premium on each such policy during the time the employee is actively at work and for a period of three (3) months thereafter if the employee remains on the seniority list during that period.

Article XXXXV

EQUALIZATION OF OVERTIME HOURS

Section 1. Overtime hours shall be divided

as equally as practicable among employees within each of the following groups:

| <u>Group Number</u> | <u>Group</u> |
|---------------------|--------------------------|
| (1) | Grader Operators |
| (2) | Hydro Operators |
| (3) | Salters |
| (4) | All Front End Loaders |
| (5) | Plow Trucks |
| (6) | Mechanics |
| (7) | Nightmen and Nightpatrol |
| (8) | Extra men |

Section 2. (1) An up-to-date list showing overtime hours will be posted weekly on the bulletin board. Whenever overtime is required, the person with the least number of overtime hours charged to him in the group involved, and regardless of seniority, will be called first, and so on down the list, in ascending number of hours charged, in an attempt to equalize such hours.

(2) A new call out sheet for overtime work will be prepared after each session of overtime work using the time cards as they are turned in. New call out sheets will not be prepared after normal working hours, weekends, or on holidays. The first regular working day will be used to prepare a new call out sheet following each session of overtime work except in case the engineer and superintendent are not available.

(3) This section shall only require Equalization as near as may be practical over a period of time. Overtime hours will be computed from April 1 and at the end of a twelve-month period, ending April 1 of each year thereafter. In the event overtime hours by the groups named in Section (1) have a difference of 25 hours or more, then the effected employee will carry the excess overtime hours over into the next equalization period. Overtime hours to be carried over shall be subject to a special conference at the end of the twelve-month (12) period to make a ruling on the excess

overtime within each group as defined above. No overtime hours may be carried over for more than one (1) year. (April 1 to April 1).

Section 3. For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period.

Section 4. Operators in Group (1) above who are assigned to a particular district will be given overtime on maintenance operations occurring therein in preference to Grader Operators not regularly assigned to such District.

Section 5. Construction operations involving overtime hours will be assigned to the District grader operator in whose District the work occurs, or a grader operator from the central garage, whichever has the lower number of overtime hours. This subsection also applies to winter maintenance operations on State Trunklines.

Section 6. The extra men group (8 above) consists of all employees not covered in the first 7 groups, excluding the wrecker operator. Overtime equalization within group 8 will be within the skill group and pay rate of the extra men involved.

Section 7. If an employee is on sick leave, vacation, or approved leave of a duration of more than two (2) weeks, he shall, upon return from such leave, be charged for overtime hours he normally would have worked during such absence.

Section 8. If an employee bids into another group, the number of overtime hours charged to him in the new group will be either the average number of such hours then charged to all other employees in the new group or the number of such hours charged to the employee in the old group, whichever is greater.

Section 9. The men in Group #7 will equalize their hours for highway patrol during bad weather or unsafe conditions and also whenever help is needed for changing blades or doing miscellaneous

work within their job scope. If additional help is needed because the above-mentioned employees were unavailable or did not choose to work the overtime, then the employer is free to go to the Extra Men Group #8.

Section 10. Overtime - Any employee or group of employees may be required to work overtime within their classification. After the procedure in this Article is exhausted, then the junior employee in the classification where the overtime is required shall be required to perform the work.

Article XXXXVI

APPENDIXES

The following appendixes are incorporated and made part of this Agreement:

| | |
|-------------|--|
| Appendix A. | Pensions |
| Appendix B. | Classifications, Rates and job descriptions |
| Appendix C. | Temporary Employees |
| Appendix D. | Cost of Living |
| Appendix E. | Uniforms |
| Appendix F. | Longevity |
| Appendix G. | Unemployment Compensation |

Article XXXXVII

RATIFICATION

Section 1. The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before January 2, 1975, and the International Union and its Local Union will recommend to the employees that it be ratified.

Article XXXXVIII

TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M. December 31, 1976.

Section 2. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 3. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Section 4. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to Council #55, 1034 N. Washington, Lansing, Michigan and William Kregger, 210 S. Saginaw, Owosso, Michigan; and if employer, addressed to The Shiawassee County Road Commission, 112 E. McArthur Street, Corunna, Michigan 48817, or to any such address as the Union or Employer may make available to each other.

APPENDIX A

OLD AGE AND DISABILITY PENSION PLAN

The Employer has agreed to adopt the Michigan Municipal Employees Retirement System as of January 1, 1951. Effective February 1, 1969 Benefit C-1 was made effective. The provisions of Act 88 of Public Acts of 1961, as amended, are adopted effective January 10, 1973.

APPENDIX B

WAGE RATES AND CLASSIFICATIONS

| Section 1. | | | |
|--------------|---------------------------------|-------------|---|
| <u>GRADE</u> | <u>CLASSIFICATION</u> | <u>RATE</u> | <u>TYPE OF WORK</u> |
| 4 | Common Laborer | 4.99 | Tankcar Heater Laborer Janitor |
| 5 | Semi-skilled Laborer | 5.04 | Bridge & Culvert Laborer |
| 6 | Light Equipment Operator | 5.17 | Chip Spreader Dump Truck Spray Truck Roller Mower Flat Rack Sign Erector Assistant Special Maintenance |
| 6A | Tandem Dump | 5.22 | Laborer Tandem Dump |
| 7 | Hydro Operator Labor Foreman | 5.28 | Hydro Truck Tractor-Backhoe Labor Foreman Painter Distributor Wrecker Bridge Truck |

| <u>GRADE</u> | <u>CLASSIFICATION</u> | <u>RATE</u> | <u>TYPE OF WORK</u> |
|--------------|---|-------------|---|
| 7 (cont.) | | 5.28 | Night Man Night Patrol Layton Paver Tandem Hydro |
| 7A | Tandem Hydro | 5.33 | |
| 8 | Mechanic I Front-End Loader (under 3 cubic yards) | 5.34 | Mechanic I Front-End Loader |
| 9 | Heavy Equipment Operator Front-End Loader (3 cubic yards and over) | 5.40 | Bulldozer Shovel Front-End Loader Grader Self-propelled Chip Spreader Sign Erector |
| 10 | Utility Foreman | 5.52 | Blacktop Foreman Bridge & Culvert Foreman |
| 11 | Mechanic II | 5.67 | Mechanic II |

Section 2. The foregoing rates do not include any cost of living derived since September 1973. (Index base 135.5)

Section 3. Effective December 28, 1975, the above listed rates will be increased by \$0.18 per hour.

APPENDIX C

Section 1. With respect to the hiring of temporary employees commonly referred to as students, we agree that the period of their employment will be confined to those months during the year when schools, colleges, and universities are not in session.

Section 2. It is understood that the provisions of this Agreement entered into between the parties dated January 2, 1975 do not apply to

these temporary employees.

Section 3. The Employer agrees that, in no event will it pay any temporary employee an hourly rate in excess of that rate shown for common laborer in Appendix B.

APPENDIX D

COST OF LIVING

Section 1. All employees covered by this Agreement, shall be covered by the provisions for a cost-of-living allowance, as set forth in this section. The amount of the cost-of-living allowance shall be determined and redetermined on the basis of the United States Consumer's Price Index for Urban Wage Earners and Clerical Worker Families including Single Workers. "All items".

Section 2. The United States Department of Labor, Bureau of Labor Statistics, "Consumers" Price Index, (1967=100) United States - All Cities, hereinafter referred to as the "Index", shall constitute the controlling Index.

Section 3. Cost-of-Living adjustments shall be made on the basis of changes January 1, 1975 and quarterly thereafter during the life of this Agreement and in accordance with the following provisions:

| <u>Effective Date of Adjustment - First Pay Period beginning on or after:</u> | <u>Based Upon B.L.S. Consumers' Price Index for the preceding:</u> |
|---|--|
| January 1st | October |
| April 1st | January |
| July 1st | April |
| October 1st | July |

Section 4. In the event the B.L.S. does not issue a revised Consumers' Price Index on or before the beginning of the pay period, any adjustments

required will be made at the beginning of the first pay period after receipt of index.

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

Section 6. To determine the Base Index figure, the parties adopt the Index for the month of September, 1973 namely 135.5.

Section 7. For each 0.4 point change in the Index, a \$0.01 increase or decrease will be made.

Section 8. In no event will a decline in the Index below the Index figure of September 1973 (135.5) provide a basis for reduction in the base hourly rates in effect under this Agreement.

Section 9. Notwithstanding the foregoing provisions of this Appendix, the parties recognize the limitations placed upon wage increases under Federal Law and therefore agree that increases resulting from the operation of this Appendix will be limited to those permissible under pay board guidelines, should they be reinstated.

APPENDIX E

UNIFORMS

Section 1. The employer will furnish the following uniforms:

A. Garage crew and nightmen—three changes per week.

B. Wet suit for mechanics.

C. Distributor and Layton Paver operators - clothing and shoes as needed.

APPENDIX F

LONGEVITY

An annual payment per the schedule below shall be made to each eligible employee on the third payday of December of each calendar year.

| <u>Service</u> | <u>Amount of Payment</u> |
|---------------------------|--------------------------|
| 0 to 5 years | 0 |
| 5 years through 9 years | \$50.00 |
| 10 years through 14 years | \$100.00 |
| 15 years through 19 years | \$200.00 |
| 20 years through 24 years | \$300.00 |
| 25 years and over | \$400.00 |

APPENDIX G

UNEMPLOYMENT COMPENSATION

The Employer agrees to provide, through the service of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this agreement; said coverage to be provided at no cost to the employee. Also said coverage will be within the guidelines of the law.