# LABOR CONTRACT

between

# ATLANTIC CITY, MAYO CORPORATION

and the

# INTERNATIONAL UNION, UNITED STEEL WORKERS OF AMERICA

[illegible]

4248 10/31/2000

# UNION CONTRACT

between

# ALPENA COUNTY ROAD COMMISSION

and the

# INTERNATIONAL UNION, UNITED STEELWORKERS OF AMERICA

EFFECTIVE DATE: November 1, 1996
EXPIRATION DATE: October 31, 2000

# UNION CONTRACT
between
# ALPENA COUNTY ROAD COMMISSION
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# AGREEMENT

This Agreement made by and between the Board of County Road Commissioners of *Alpena County, Alpena, Michigan, hereinafter referred to as THE EMPLOYER, or THE ROAD COMMISSION, and the International Union, United Steelworkers of America, hereinafter referred to as THE UNION, or THE BARGAINING UNIT.*

# PART ONE --- EMPLOYMENT STRUCTURE

## *ARTICLE I*
## *DEFINITIONS*

*As used in this Agreement, the following terms shall have the meanings as set forth:*

A. *Classification -- A category which is characterized by a separate title outlined in Part 4, XXIII.D, Schedule of Classification Wage Rates and for which a separate seniority list is kept.*

B. *Work Assignment -- A daily task assigned to an individual employee within or outside her/his classification.*

C. *Seasonal Classification -- A classification which is filled periodically, but not continuously and is listed as such on Part 4, XXIII.D, Schedule of Classification Wage Rates Wage Rate Schedule.*

D. *Job -- A position within a classification held by one individual.*

## ARTICLE II
## RECOGNITION - CHECKOFF - UNION SHOP

### A. Union Recognition

The Alpena County Road Commission recognizes the International Union, United Steelworkers of America, as the sole and exclusive representative of the employees of the Employer; which shall include all employees employed by the Employer in the County of Alpena, but excluding Clerical, Engineering, *Road Patrol* and Supervisory employees.

### B. International Union Affiliation

In the event that the International Union should affiliate with another labor organization before the termination of the Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.

### C. Union Membership, Agency Shop and Dues Deduction

1. *Wherever the term USWA FEES is referred to in this Article, it shall be taken to include initiation fees, record maintenance fees, monthly service fees, monthly membership dues, assessments, and other fees as stipulated to maintain membership in the union.*

2. All employees employed in the Bargaining Unit, or who become members of the Bargaining Unit, who are not already members of the Union, shall:

   a. become members within thirty (30) days of the effective date of this provision, or within thirty (30) days of the date of hire by the Employer, whichever is later;

b. or in the alternative, shall pay to the union the USWA fees uniformly required of the employees of the Employer who are members. The record maintenance fees shall be the equivalent of the initiation fee.

3. An employee who shall tender or authorize the deduction of the USWA fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this article so long as the employee is not more than thirty (30) days in arrears of payment of such fees.

4. The Union shall notify the Employer in writing, of any employee who is thirty (30) days in arrears in payment of the USWA fees. Upon receiving a signed statement from the Union indicating that the employee has failed to comply with I.C.2, the Employer shall dismiss said employee within ten (10) days thereafter, unless such condition has been rectified.

5. Each employee in the Bargaining Unit who so desires shall execute an authorization for the deduction of USWA fees.

6. If any provision of this article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

**D. Check-Off**

1. The Employer shall deduct USWA fees as designated by the International Secretary-Treasurer of the Union from the first pay closed and calculated in the month and promptly remit the same to the International Treasurer of the Union. Such deduction shall only be made only after the check-off form has been signed by the employee. The Union shall refund to the employee USWA fees erroneously deducted by the Employer and paid to the Union.

2. The Union shall notify the Employer in writing of the amount of the USWA fees to be deducted and whenever they are changed thereafter. Application for check-off of USWA fees shall be made by individual employees on a form to be furnished by the Union.

3. Such fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who have authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the International Secretary-Treasurer of the Union, and the local's financial secretary at the time that the dues and fees are remitted. This shall be done within one week after the first pay closed and paid in the month.

**E. Dues and Service Fees**

1. The monthly dues or service fees payments for each member shall be an amount equal to two times the employee's gross average hourly earnings.

2. The gross average hourly earnings of each employee shall be computed over quarterly periods beginning January 1, April 1, July 1 and October 1 of each year, and shall include:

   a. All wages or salary payments for time worked; such as incentives, shift differentials, and premium pay for work on holidays, 6th and 7th days, Saturdays and Sundays, and all overtime pay, and other similar payments, and

b. Pay for all unworked time, such as vacations, allowed time, (including sick leave time, salary continuance pay, bereavement pay, call-in and reporting pay, jury pay and holiday pay) but, excluding supplemental unemployment benefits, workers' compensation benefits, sickness and accident benefits, other insurance payments, pension payments, and other similar payments.

3. The total of all payments for both worked and unworked time shall be divided by the combined totals of all hours worked and the appropriated equivalent hours for all unworked time for which payments are made and included in gross earnings. The resulting figure will be the gross average earnings or "total earnings" per hour.

**F. Indemnification**

The Union shall indemnify and save harmless the Road Commission against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or omitted by the Road Commission for the purpose of complying with this Article. In the event that any such claim, suit or other such action is commenced against the Road Commission, the Union shall intervene and defend in said claim, suit, or other action.

**G. Subsidized Employment Programs**

1. Any employees hired by the Employer under temporary employment programs sponsored by federal, state, or local governments shall receive only such rate of pay and fringe benefits as shall be established by the Road Commission and they shall not accrue seniority and their retention or termination shall not be subject to the grievance procedure.

2. The Road Commission shall not participate in any subsidized employment program, whether or not the person performing the labor in the program becomes a Road Commission employee, while any Bargaining Unit member is on layoff and participation in any such program shall cease if a Bargaining Unit member is laid off. No program employees shall work overtime while members of the Union are not working.

## ARTICLE III
## GOVERNMENT LAWS

This agreement is subject to government laws, and in the event that any provision of this agreement shall at any time be held contrary to law by a court of competent jurisdiction, from whose final judgement or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

## ARTICLE IV
## MANAGEMENT RIGHTS

The management of this Road Commission and the direction of the working forces including the right to schedule, plan, direct and control Road Commission operations; to hire, suspend or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, to introduce new or improved working methods or facilities, are vested exclusively in the Road Commission, providing that, in the exercise of these prerogatives, the Road Commission shall not violate the provisions of this agreement.

## ARTICLE V
## SENIORITY

### A. Definition

Seniority is defined as the length of an employee's continuous employment by the Road Commission, measured from the most recent date of hiring. The Road Commission shall follow a policy of preference as to layoff, recalling, promotion, demotion, and choice of vacation period, based upon seniority and the other principles and considerations set forth below.

### B. Probationary Period

1. The seniority of a new employee shall be established after ninety (90) days of continuous employment and shall begin as of the most recent date hired.

2. All employees shall be considered on a probationary or trial basis for the first ninety (90) days of their employment, and no controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided, however, that probationary employees shall be subject to all terms of this agreement not inconsistent with this clause.

3. All new employees hired during the months when their capability of working during winter conditions or with snow clearing equipment cannot be established , shall be subject to an additional qualifying period of thirty (30) days under winter conditions.

4. The winter qualifying period shall be arranged by mutual agreement, selecting a period that would provide average winter conditions and be a fair test of the probationary employee's ability.

5. Employees hired during the winter months shall be subject to paragraph V.B.1 and V.B.2, above.

6. It is understood by the parties that an employee's probationary and/or trial period shall not be completed until s/he has put in the qualifying period of thirty (30) days under winter conditions, and that s/he is therefore still under V.B.2. Such qualifying period may be split into two periods of two weeks each and shall be given during the employee's first winter.

**C. County Road Commission Seniority**

1. The employee's County Road Commission seniority shall accumulate continuously from the date of the most recent employment until terminated by any of the circumstances enumerated under V.C.2, below. When two or more people are hired and report to work on the same day, their seniority shall be determined by drawing lots in the presence of the Road Commission representative and the Chairman of the Grievance Committee. A record will be made of this procedure and signed by all parties present, with a copy sent to the Union.

2. All seniority shall be terminated:

   a. When an employee is discharged for just cause.
   b. When an employee quits.
   c. When an employee fails to report for work after a layoff, when properly notified in accordance with V.E.4.
   d. When an employee is laid off for a period of time of more than two (2) years; except that if an employee has more than two (2) years seniority when s/he is laid off or starts a period of absence, the employee will not lose her/his seniority until s/he has been laid off or absent for a period of time equal to the amount of seniority

which the employee had at the time s/he was laid off or started the period of absence; subject, however, to the provisions of this article.

e. When an employee fails to return to work at the end of a leave of absence or vacation without valid reason.

f. When an employee retires.

3. Absence due to injury or disease for which Worker's Compensation is payable shall not terminate seniority; except where the disability has been determined to be total and permanent by the Worker's Compensation Commission. If s/he again becomes certified to perform work within a five (5) year period, s/he shall be reinstated on the basis of and with accumulated seniority which shall also be the basis for computation of any fringe benefits to which s/he is otherwise entitled, subject to the provisions of the Pension Plan.

4. Any person whose seniority has been terminated as provided in V.C.2 and who is later reemployed shall be considered in every respect as a new employee and a new seniority date shall be established based on date of rehiring.

**D. Seniority List**

1. The Employer will furnish a current list of employees which shall include the employee's name, hiring date and Road Commission seniority date, classification and classification rate of pay.

2. The County Road Commission Seniority List shall be revised January 1 and July 1, and a copy will be given to the Chairman of the Grievance Committee and the International Representative. The seniority lists attached thereto shall be considered accurate and not subject to protest, but the status of employees hereafter hired may be questioned within thirty (30) days after issuance of any revised list on which the newly hired employee's name first appears. Typographical errors shall be corrected at any time.

3. Any employee appointed to a *permanent* supervisory position, and

   a. who is demoted within thirty (30) days of such appointment shall be reinstated to the bargaining unit with their original seniority date and reinstated in their *most recent* job and classification in the Union, *or*
   b. who is demoted after thirty (30) days from such appointment, but within six (6) months, shall be reinstated to the bargaining unit with their original seniority date and be placed in the classification of laborer or in a job to which no employee in the Bargaining Unit desires; they shall have no bidding rights for thirty (30) days thereafter, *or*
   c. *who is demoted* after six (6) months, their return to the Bargaining Unit shall be subject to Union agreement.

4. *Any employee temporarily appointed to a position outside the Bargaining Unit for six months or less shall be reinstated to the Bargaining Unit with their original seniority date and in their most recent job and classification. Overtime worked while on such temporary assignment shall be posted to the employee's overtime chart.*

**E. Layoffs**

1. When a reduction in working force is necessary, employees shall be laid off in accordance with their Road Commission seniority; that is, the employee with the least seniority shall be laid off first, etc. In the selection of employees for layoff, the Road Commission shall be obligated to retain those employees with the greatest seniority, provided such employees have demonstrated that they have the ability and are physically able to perform the duties of the job which is open.

2. Whenever any employee is to be laid off, the Road Commission shall notify the employee and the Chairperson of the Grievance Committee at least five (5) days in advance of such layoff, unless such notice is impossible.

3. Laid off employees shall be recalled in accordance with County Road Commission seniority; that is, the employee with the greatest seniority shall be recalled first, etc., provided that the employee recalled must have the ability and be physically able to perform the duties of the job which is open.

4. When recalling laid off employees, the employer will notify them by registered mail to their last known address. If such employees do not notify the employer within ten (10) days from the mailing date of such notice that they will report for work on the date specified or give satisfactory reasons for the delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person recalled is not readily available within a 24-hour period, the Employer may call in the next employee in line, and s/he shall be given a minimum of five (5) days work. After the five (5) day period, the senior employee shall be allowed to report for work.

5. Notwithstanding any of the seniority rules contained herein, the President and the Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of the seniority list, provided however, that this preferential seniority shall be only for the purpose of determining layoffs and recalls. The Chairperson of the Grievance Committee shall be on the day shift if the needs of the department will permit.

6. An employee whose job is abolished shall have the right to exercise her/his seniority and bump either laterally or to a lesser paid job, provided theat s/he has demonstrated the ability and is physically able to perform the duties of the job which s/he is seeking.

## F. Military Service

The parties shall comply with applicable federal and state laws on military service.

# ARTICLE VI
# JOB VACANCIES AND TRANSFERS

## A. Promotions, Demotions and Transfers

1. In classifications where equipment is involved, the term job, for bidding and work assignment purposes, is under stood to mean each individually numbered light and heavy truck and all included specific heavy equipment, and they shall be synonymous with the term job, and advertised as such.

2. The Employer recognizes that the employee's primary function is operating her/his own equipment. However, when an employee is performing another function, her/his equipment shall be available to other employees, but the Employer shall carefully guard against abusing this sentence.

3. When a job vacancy occurs, a notice will be posted for three (3) working days, describing the job and advertising that applications will be accepted from employees. As soon as possible after the expiration of the three (3) day period, the vacancy will be filled, subject to other applicable provisions of this article. In the event that the Employer has had at least two weeks prior notice of the vacancy, the vacancy will be posted on the working day following the day the vacancy occurred. If the Employer has not had such prior notice, the vacancy will be posted within three (3) working days after the vacancy occurs.

a. In all cases the vacancy shall be filled within seven (7) days from the end of the posting period. The rate and the thirty (30) working day breaking-in period shall not begin until the employee is actually performing on the job.

b. It is the intent of the parties that all vacancies shall be filled in accordance with the above. However, there may be occasions when the job is not going to be operational for a period of time, and in such cases, it shall not be incumbent upon management to fill the vacancy with the successful bidder until it does become operational. During this period, there may be separate emergency occasions when the job has to be filled. These occasions shall not exceed four (4) hours and shall not be abused.

4. When a job vacancy exists, promotions to higher paid or more desirable jobs shall be based primarily on ability to perform the requirement of the job, with the senior employee being given preference.

5. Any employee accepting a new job shall have a breaking- in period of thirty (30) working days. During this time, if the employee is not retained in the new job or decides not to accept the job, s/he shall be reinstated in her/his former job. The new job shall then be filled with the most eligible applicant who shall be then given a thirty (30) working day break-in period. The trial period shall be extended up to sixty (60) days for candidates for the position of mechanic only. If after all available applicants have refused to accept or be retained in the job, it will be considered open and may be filled with available personnel or new personnel, without being further posted.

6. The filling of vacancies shall be considered temporary in relation to all employees who are absent due to being on vacation or sick leave during the posting period. Any such employee who returns within

six (6) months or less after the award, shall be notified of the jobs posted during her/his absence and given three (3) days from such notice in which to make application. If the returning employee is awarded the job, then the employee to whom it was previously awarded will be returned to her/his prior classification and job. Other employees involved and affected by such award shall be returned in a like manner.

7. *When an employee bids on a piece of equipment, that bid shall be deemed to include the snow plowing beat normally plowed by that equipment when the entire crew is plowing snow. The Employer may alter snow plow beats and/or assign or reassign equipment to plow different beats when it is more efficient to do so.*

**B. Temporary Vacancies**

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, retired, transferred, or when it is a newly created job. All other vacancies shall be considered temporary.

2. If an employee's equipment is temporarily inoperable or not operating, the employee shall be assigned to equipment or work within his own classification, if possible. The employee will not be assigned to work in her/his own classification that would replace another individual in that classification. After this procedure is followed, the Commission may assign the employee to available work.

3. *Employees may be assigned to temporary vacancies or for training purposes as the needs of the Road Commission dictate, provided that such assignments shall not be based on any other factors than*

*the interests or abilities of the employee, the efficient operation of the Road Commission, or seniority. An employee who is temporarily assigned to another classification shall receive the higher of her/his regular payor the pay for that classification for hours actually worked in that classification.*

4. Such assignments and/or transfers shall not be made to deprive other employees of overtime pay.

5. *Seasonal* Classifications--Aggregate Inspector-Weighman

   a. *There shall be two seasonal classification positions: aggregate inspector and weighperson. As these classifications become permanently vacant, they shall be posted and awarded through the bidding procedure, provided that applicants must possess the necessary qualifications before being awarded the position. One chainman position shall be a permanent classification.*
   b. *Ordinarily, when there is need for the seasonal classification to be filled, it will be filled by the successful bidder. Otherwise, the successful bidder shall operate in her/his regular classification.*
   c. *Whenever additional chainpersons or other additional employees in seasonal classification positions are required, the additional position shall be filled as a temporary vacancy, without bidding.*
   d. *Any trained individual may operate as an Aggregate Inspector when necessary, whether or not the individual is in the Bargaining Unit, for spot inspections only.*
   e. *Bids by mechanics and operators to lower paid seasonal classification positions may be rejected at the discretion of Management.*
   f. *Overtime performed in this classification shall be posted to the employee's accumulated time on the overtime chart in her/his permanent classification.*

7. If, in the opinion of either the Road Commission or the Union, a temporary job which has been temporarily filled should no longer be considered a temporary vacancy, it will be advertised and filled as per VI.A. This paragraph shall not be construed to require the Commission to add additional personnel in any classification.

8. Where a particular piece of equipment has been modified to accommodate an employee's disability, such employee shall not be considered for bid or transfer to another piece of equipment which shall also require modification.

## ARTICLE VII
## REPRESENTATION AND GRIEVANCES

### A. Representation

1. For the purpose of representation in negotiations and in the grievance procedure, the Road Commission recognizes the Union Grievance and Negotiating Committee of three (3) members. One member will be the Chairman of the Grievance Committee. The President of Local 139 shall be the ranking officer in regard to all Union business other than grievances.

2. The Grievance and Negotiation Committee shall be compensated by the Employer for all working time lost in adjusting grievances at whatever rate they would have received if they had been working. The Negotiating Committee shall be reimbursed for working time lost in contract negotiations as follows: one-half day for each negotiating session scheduled; if the session extends into another one-half day, then the Committee will be compensated for the full day.

3. The Union will notify the Employer in writing the names of all officers of the Local and the Union Grievance and Negotiating Committee and the Employer will recognize these persons named upon the latest list so furnished and any temporary substitutions authorized by the President of Local 139 or the International.

4. Meetings with the Grievance Committee shall be called by the Manager of the Road Commission at reasonable intervals when needs arise and upon request of the Chairman of the Grievance Committee or Union.

5. No monetary claim by an employee covered by this Agreement or by the Union against the Road Commission shall be valid beyond the pay period prior to the pay period in which the grievance was first filed in writing.

6. Whenever any member of the Negotiating and Grievance Committee finds it necessary to leave her/his regular work, for the purpose of attending Union meetings when called by the Sub-District Director or to investigate any grievance, or to execute any phase of the grievance procedure, s/he shall notify her/his Foreman, but shall not leave until a substitute worker is provided in her/his place, if necessary. The Foreman shall act immediately to secure such substitute worker.

7. International Union Representatives may visit areas of the Commission where employees they represent are located for the purpose of Union business and grievance at reasonable intervals during working hours, provided that they do not unduly hinder or interfere with the progress of the work.

8. In the case of pay shortage due to clerical error, such error shall be retroactive to the beginning of the pay period covered by such pay.

## B. Grievance Procedure

1. A grievance is defined as any controversy between the parties hereto; or between the Road Commission and any employee covered by this Agreement, which relates to:

   a. Working conditions at the Road Commission applicable to this Bargaining Unit, not specifically covered by the Agreement, or
   b. Interpretation or violation of any provision of this Agreement.

2. The following procedure is to be observed in the settlement of grievances:

   a. *STEP #1:* Any employee having a complaint or grievance shall take the matter up with the Foreman or Superintendent, their Chairman of the Grievance Committee being present or absent at the option of the employee, within seven (7) working days from the occurrence of the grievance or complaint. If the grievance is not settled and the Chairman of the Grievance Committee was not present, then another meeting shall be held with the Chairman of the Grievance Committee being present.
   b. *STEP #2:* If Step #1 does not effect a settlement within two (2) working days, the grievance shall be reduced to writing by the Chairman of the Grievance Committee and a copy given to the Superintendent. The Superintendent shall respond in writing within seven (7) working days. If the Superintendent fails to give a

written answer within the time limits, it shall constitute acceptance of the Union's position and the grievance shall be resolved on that basis. The time limit may be extended for longer periods when mutually agreed by both parties.

c. *STEP #3:* If Step #2 does not effect a settlement, the Union may, within five (5) working days after the Step 2 response, notify the Manager or her/his designated representative and the International Representative that the grievance is being referred to them. If not so referred within said period, the grievance shall be considered as settled on the basis of the last preceding decision. Within fourteen (14) working days after the grievance has been referred to the Manager, s/he or her/his designated representative shall meet with the Grievance Committee and a representative of the International Union, at the Employer's offices, and try to resolve the matter. As soon as possible, but within fourteen (14) working days after the conclusion of this meeting, the Manager shall mail to the International Representative and the Chairman of the Grievance Committee a written statement of the Employer's decision or position with respect to such grievance. Failure to do so shall constitute acceptance of the Union's position.

d. *STEP #4:* If Step #3 does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to arbitration; provided that said party shall give written notice to the other party of its intention within forty (40) days after receiving the written statement provided for at the conclusion of Step #3. If the party which initiated the grievance does not give notice as provided above within the time specified, the grievance shall be deemed to have been settled or withdrawn. If the right of

arbitration is exercised, both parties promptly take the necessary steps for selection of an arbitrator from the Federal Mediation and Conciliation Service, and the proceedings shall be in accordance with their rules and regulations.

3. The arbitrator in Step #4 shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before her/him, but s/he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement. The cost of such arbitration shall be borne equally by the Road Commission and the Union and the decision of the Arbitrator shall be final and binding on both parties.

4. In all steps of the grievance procedure, either the Employer or the Union shall have the right to specify that the aggrieved employee or her/his supervisor, or both, be called in to discuss the details of the grievance in the presence of the proper representative of both the Employer and the Union.

5. If the Union, as such, files a grievance, it shall be introduced in the second step of the grievance procedure.

6. Anytime a grievance is filed in writing, the Management shall answer such grievance and return to the Chairman of the Grievance Committee.

## ARTICLE VIII
## STRIKES AND VIOLATIONS

**A.** Adequate procedure having been provided for the equitable settlement of any grievance arising under the Agreement, the parties hereto agree that there shall be no suspension of work through strikes, slowdowns, lockouts, or otherwise, during the life of this Agreement.

**B.** The Road Commission shall have the right to discharge or discipline any employee participating in any strike, slow downs, or other suspension of work; and the Union agrees not to oppose such action. However, it is understood that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged action of such employee.

**C.** In the case of any strike, slowdown, or other suspension of work not authorized by the International Union, or any of their officers, the Road Commission agrees that neither the International Union, nor their officers shall be liable for damages, provided that the Union shall promptly and in good faith use every reasonable means at its disposal to bring about a resumption of normal operations.

## ARTICLE IX
## WORK PERFORMED BY NON-BARGAINING UNIT PERSONNEL

**A. Work by Other Road Commission Personnel**

No employee shall perform work normally done by members of the Bargaining Unit, except for specific instructions, for the preservation of life and property, or for work of non-habitual nature. In the event that a non-bargaining unit employee performs any work normally done by the Bargaining Unit in violation of this paragraph, the Employer shall pay four (4) hours of straight time at the highest current hourly rate listed in Part 4, XXIII.D, Schedule of Classification Wage Rates. It is understood and

agreed that the performance of the following work by supervisors shall not violate this paragraph: The placing of flags and holders, barricades, and signs to mark road hazards shall not violate this paragraph, except where Bargaining Unit employees are on the job site where flags and holders, barricades, and signs are to be placed or changed; in such instances, members of the Bargaining Unit shall place or change those items. The Engineering Aide may work on the survey crew provided that, at the time s/he is working, the crew includes at least one chainman during the non-construction season and at least two chainmen during the construction season. In addition, the Engineering Aide may perform incidental or unanticipated work normally performed by a chainman where such work will aid in the effective utilization of manpower. This work shall not include scheduled surveying work or any work which could be scheduled without substantial waiting time or non-productive time on the part of the Bargaining Unit personnel, and such work shall not, in any event, exceed three hours in duration.

**B. Contracted Work**

Work which is normally performed by the Bargaining Unit employees, and for which the Employer has the equipment to perform the work, will not be contracted out at any time when there are employees laid off.

# PART TWO --- ON THE JOB

## ARTICLE X
## HOURS AND OVERTIME

### A. Work Day & Work Week

The regular work week shall begin Monday, 12:01 a.m., and end Sunday, 11:59 p.m., except where otherwise stated.

1. Pay: The standard work week shall consist of not less than forty (40) straight time hours per week. The standard work day shall begin at 12:01 a.m. and end twenty-four (24) hours later. Eight (8) hours shall constitute the employees' standard work day. This section will be applicable under the following conditions:

    a. Holidays listed under Part 3, Article XVII will be counted as if worked for purposes of this section.
    b. Employees who are unavailable to work the normally scheduled hours, through no fault of the Employer, shall have such hours counted as if worked for the purpose of this section.

2. Rest Periods: A rest period of ten (10) minutes will be granted to all employees during the first four (4) hours of the shift and a rest period of ten (10) minutes shall be granted to all employees during the second four (4) hours of the shift.

3. *Meal* Periods:

    a. *Employees shall be allowed an unpaid lunch period of one-half hour. Employees on the day shift shall be*

*allowed to eat lunch between 11:00 a.m. and 11:30 a.m. If an employee is going to eat lunch at another time, s/he shall notify the office.*

b. *An employee required to work eight hours past her/his normal lunch period will be provided with a lunch at Road Commission cost.*

c. *An employee who begins work before 4:30 a.m. shall be provided a 30 minute paid period to eat a hot breakfast at Road Commission cost, which shall be scheduled by the supervisor between 6:00 a.m. and 9:00 a.m.*

d. There may be rare occasions when an employee, because of road conditions, cannot get home from work and spends the night at the garage. If s/he goes back on duty in the morning, the Road Commission will furnish the employee with a free breakfast prior to her/his morning work and a sack lunch to carry with her/him.

e. *The*source of *meals* is to be mutually agreed upon, *and shall not exceed $5.00 in cost.*

4. First Shift: The first shift shall start at 7:00 a.m. the full year. All employees regularly scheduled to work such hours shall be deemed to be working the day shift.

5. Change of Shifts: Any employee required to change shift at the request of the County Road Commission and for the County convenience and who works more than eight (8) hours in a twenty-four (24) hour period shall have the extra hours over eight (8) counted in the computation of the daily overtime.

**B. Overtime -- For the purpose of computing**

1. Eight (8) hours shall constitute a day's work. All time worked over eight (8) hours in any twenty-four (24) hour period and all time worked over forty (40) hours at straight time in any one workweek shall be paid at the rate of time and one-half (1- ½).

2. Employees who are called into work on a scheduled day off shall be paid at an overtime rate for such work. Such overtime rate shall conform with the appropriate provisions of the Agreement. However, to receive such overtime rate, the employee must have been compensated for forty (40) hours at straight time during the workweek.

3. When rates other than straight time hourly rates are paid (time and one-half (1-1/2) or double (2) time, whichever is applicable), such rates shall be full compensation for all time worked and shall not be compounded in any way.

**C. Call Out**

1. Any employee ordered and reporting for work at any time, other than legal holidays, shall receive a minimum of four (4) hours pay, at her/his regular straight time hourly rate.

2. Employees reporting for work on their regular shifts without having been properly notified that there will be no work shall receive a minimum of four (4) hours pay at their regular straight time hourly rate of pay.

3. The County Road Commission will not change work schedules or work days to avoid the payment of overtime.

4. No employee shall be required to perform any work, other than that which s/he was called out for, in order to fill in her/his time.

5. When an employee is called out and works into the next day, it shall be considered one call-out and s/he shall receive a minimum of four (4) hours pay at the employee's straight time rate. If the next day is a holiday, s/he shall be paid as called for in Part 3, XVII.B.3, for those hours actually worked into the holiday, but no less than four (4) hours at her/his straight time rate for the entire call out.

## D. Distribution of Overtime

1. a. Overtime shall be distributed among the employees in the same job classification and on like *heavy* equipment on as equitable a basis as possible *according to a list of overtime worked by classification and updated daily by 3:00 p.m. Wherever practical, the person with the least amount of overtime hours in the classification where overtime is needed shall be asked first. An employee asked or called to work overtime and who refuses or does not respond shall be credited with a maximum of eight hours of overtime.*

   b. In the event that sufficient employees who are entitled to overtime shall refuse same, so that adequate numbers cannot be obtained on a voluntary basis, then the number of employees with the least amount of overtime in the classification involved shall be required to work the necessary overtime, provided such overtime shall not be unreasonable.

   c. Notwithstanding X.D.1.a, above, the Employer shall not be obligated during the period May 15 to November 15 to distribute overtime in the Heavy Equipment classification on as equitable a basis as possible. The Employer shall, however, be obligated to have no more than 25 hours difference between high and low person in the classification by November 15. Any hours exceeding that difference shall be paid at 1 ½ times to the affected employee.

   d. If the Employer shall call the wrong person to work overtime, the employee who should have been called shall be paid for *two* hours at straight time, which pay shall not be posted on the overtime chart.

2. The overtime chart shall be maintained and kept posted on the bulletin board near the time clock, showing hours of overtime charged to each employee. The overtime chart shall be filled out at 3:00 p.m. each working *afternoon*, and at that time it shall be the determining factor in the distribution of overtime.

3. Any employee working past 11:59 p.m. shall not be subject to recall, regardless of overtime standing, prior to the starting time established for the general crew, or 7:00 a.m. on the following day.

4. *The above is agreed to with the understanding that only the in-class overtime chart is maintained, and the out-of-class overtime list is eliminated. All applicable opportunities to work overtime will be charged to the classification overtime chart, regardless of whether the work is considered "in-class" or "out-of-class".*

5. *The Employer will provide pagers, if requested, and the employee's pager or home number will be called once. If the employee does not respond within 5 minutes, the next employee will be called.*

***E. Overtime and Red Time***

1. *For the purposes of determining whether an employee is to be called out, the computed overtime day shall be deemed to start at 7:00a.m., and end at 6:59 a.m.. the following day.*

2. *An employee on certain approved leave is not subject to call out, and s/he is not subject to red time in certain circumstances, for overtime missed while on such approved leave, as follows:*

   a. *Relative to vacation leave, the employee may request to include the weekend preceding her/his vacation in the vacation leave. In this case, the employee will not be subject to call out or red time for the weekend preceding the first day of vacation.*

b. *Relative to vacation leave, the employee will not be subject to call out or red time for the weekdays or weekends which occur after the first day of vacation leave, and before the employee's return to work from vacation leave.*

c. *Relative to funeral leave, jury duty and local union leave, the employee will not be subject to call out or red time for the weekdays or weekends which occur after the first day of funeral leave, and before the employee's return to work from funeral leave.*

3. *At all other times, the employee shall be subject for call out for overtime as listed on the overtime sheet, and shall be bypassed if the overtime has not been accepted within the allotted time frame.*

4. *The employee retains her/his call out position on the overtime chart for a 24-hour period, and may be subject to more than one call out during the 24-hour period, even though s/he was unavailable during the first call out period. The employee would be eligible for recall if more persons were needed later to work.*

5. *If overtime work is available, and if a new overtime chart is posted while employees are working, the employee may continue working without being replaced. Employees may be required to work the minimum 4-hour show up time, if such work is available, and the employee is working overtime when a new overtime chart is posted.*

## ARTICLE XI
## SAFETY AND HEALTH

**A.** All legal obligations and duties imposed by law upon the Employer for the preservation of life and property shall be complied with to the fullest extent.

**B.** The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.

**C.** When in the opinion of an employee or the Union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered a proper subject for grievance to be taken up pursuant to the regular grievance procedure.

**D. Safety Committee**

A safety committee consisting of four (4) members shall be formed:

1. Two representing management and two representing the Union.

2. A Chairman and a Secretary shall be elected from this committee. Their terms shall be for one (1) year.

3. The Committee shall hold one (1) regular meeting at the end of the regular shift, on the first Tuesday of each month except when the date falls on a holiday, then it will be held the following day. The members shall receive up to one hour's pay at straight time for regular meetings.

4. If an emergency should occur, a special meeting will be held as soon as possible.

5. Any operator who has a complaint on the mechanical condition of his equipment shall make a written complaint in duplicate on the forms furnished by the Employer and approved by the Union and present it to the Chief Mechanic who shall sign and date both, retaining one and the employee shall then deliver to the Union the copy.

6. Any machinery that has any mechanical defect that may endanger life or property shall be removed from service and not be returned until properly repaired.

7. The powers of this Committee shall be limited to recommendations and investigation only, but shall have the right to recommend immediate action.

8. The Secretary shall keep minutes of each meeting and submit copies to the Committee members, Local Union President and Management. Any exception will be noted in writing by Committee members to the Secretary.

## ARTICLE XII
## DISCIPLINE

**A.** The Road Commission will establish and publish reasonable rules and regulations governing the conduct of employees, as are necessary for the proper maintenance and care of Road Commission equipment and facilities, proper operation of public highway, and the proper care of roads, and to impose corrective discipline for infraction of these rules and regulations.

**B.** Disciplinary warnings and actions by the Road Commission may be appealed through the grievance procedure.

**C.** Any time an employee is given a disciplinary warning that is entered in her/his personnel record the Chairman of the Grievance Committee shall be notified by letter as to the warning and the reasons therefor. *Although records of written warnings and discipline will be maintained, these records will not be held against an employee for occurrences more than two (2) years previous to the current incident.*

**D.** Whenever an employee is discharged or suspended, the Road Commission shall immediately notify the Chairman of the Grievance Committee. The Road Commission shall also notify the Chairman of the Grievance Committee in writing within the next scheduled working day, unless extended by mutual agreement, giving the reason for such discharge or suspension.

**E.** The Union may object to any rules or regulations it considers unreasonable or in conflict with other provisions of this Agreement, subject to the grievance procedure.

***F. Corrective Discipline***

*The Employer subscribes to the policy of corrective discipline. All disciplinary actions shall be for just cause, and penalties shall be progressive where appropriate in light of the nature and seriousness of the offense, recognizing that employees may be suspended or terminated for serious violations where the conduct is obviously a breach of the duty owed by the employee to the Employer.*

***G. Representation***

*A union steward shall be made available, at the employee's request, in a disciplinary meeting or a meeting which is likely to lead to disciplinary action being taken against the employee.*

***H. Distribution of Disciplinary Action***

*For informational purposes, copies of disciplinary actions shall be sent to the Union within two (2) working days of the action taken.*

***I. Corrective Action***

*Corrective action can be used prior to disciplinary action. Corrective action might include instructional memorandum, documented counseling,*

*training and/or verbal warnings. Corrective actions are not discipline and are not subject to the grievance procedure; however, Union representation may be present during Corrective Action discussions, at the request of the employee.*

## ARTICLE XIII
## LICENSE - DRIVING REQUIREMENTS

It is understood and agreed that it shall be a condition of continued employment that all employees must meet at all times and comply with any and all standards, regulations and/or license requirements of State and Federal governments and must at all times possess a group "A" commercial drivers license with applicable endorsements.

1. The Employer agrees to provide for the bi-annual physical examination, conducted by the Employer's doctor, of each driver at no cost to the employee. Physical examinations will include testing for the presence of alcohol, illegal drugs, and/or controlled substances. Physical examinations will be scheduled during off-duty hours or at the employee's choice, utilizing accrued paid time-off benefits.

2. Each employee, excluding part-time *and* temporary personnel shall be required to obtain and maintain a class "A" commercial driver's license at her/his own expense.

3. The Employer agrees to pay for any endorsements it requires of any employee.

4. Every employee shall immediately notify the Clerk, in writing, of the suspension or revocation of their driver's license. Any employee with a CDL must notify the Clerk of any conviction of a traffic violation (except parking) within 30 days of such conviction. Failure on the part of the employee to notify the Clerk of a

suspension, revocation or traffic violation conviction shall be grounds for discipline. Employees whose CDL is suspended for the first time shall be placed on suspension without pay for so long as their CDL is suspended, not to exceed 90 days. If the CDL suspension exceeds 90 days, then the employee shall immediately be placed on layoff status and they may be recalled for open positions after their CDL is reinstated in accordance with Part 1, V.E.3 and 4, and shall retain seniority in accordance with Part 1, V.C.2. Layoffs pursuant to this paragraph shall not be considered for purposes of prohibiting contracting out under Part 1, IX.B.

## ARTICLE XIV
## CONSTRUCTION AND MAINTENANCE PROJECTS

The following provisions shall apply to construction or maintenance projects performed during the period from May 15 to November 15. In cases where these provisions conflict with other provisions of the agreement, the provisions of this paragraph shall supersede the other provisions in situations where this paragraph is applicable.

A. In the event the Road Commission shall rent equipment of a size or type not owned by it, the Road Commission may select an operator to operate such equipment with out regard to seniority and, if no employee, including employees on layoff, is qualified to operate such rented equipment in the opinion of the Superintendent, the Road Commission may temporarily employ a qualified operator for the term that the equipment is rented, without such employee being subject to the terms of this agreement.

B. The Road Commission may require employees to report directly to the job site, provided that the Road Commission shall provide a suitable parking facility at the job site and provided that employees required to report to the job site shall be paid an extra $1.50 per day.

C. Employees working on the project may be scheduled for a weekly schedule of four (4) consecutive ten (10) hour days, without payment of overtime or meals. Such scheduling shall be only for weekly period starting on Monday, first shift, except for employees who are filling temporary vacancies. Overtime shall continue to be paid for hours over forty (40) per week or ten (10) per day for such employees working this schedule. If work is to continue on the project on Friday, Saturday, or Sunday, then employees scheduled for the ten (10) hour shifts shall work on these additional days, to the extent required. The Employer may supplement the project with additional eight (8) hour employees. Overtime worked on the project shall be posted, but shall not count toward the twenty-five (25) hour difference of X.D.1.c, and no equalization of overtime is required.

## ARTICLE XV
## ALTERNATE WORK SCHEDULES

*It may be considered advantageous (for the Union or the Road Commission), that the daily operations of the Road Commission be conducted in a work week other than the five day/eight hour work week which has been previously defined in this contract. Modification of the standard work week shall be implemented by a Letter of Understanding which outlines the details of the alternate work week operation. Said Letter of Understanding shall be executed by representatives of the Union (after a vote of the Bargaining Unit membership), and representatives of the Road Commission.*

## ARTICLE XVI
## MISCELLANEOUS

**A. Bulletin Boards**

The Road Commission will provide reasonable and adequate bulletin boards provided, however, that each notice or other matter to be posted

shall have the approval of the Manager. Notwithstanding the above restriction, the Union will be permitted to post without approval, notices of Union meetings, Union elections, and election results (but not campaign propaganda) and notices of Union recreational and social events.

**B. Personal Use of Private Automobile for Business**

1. In the event an employee is requested or required to perform a service for the Commission that requires the use of his personal automobile for Commission business, s/he will be reimbursed for such use, at the rate of *twenty-eight (0.28)* cents per mile. However, approval of the Manager for such reimbursement is required in advance of such use.

2. It is understood that fines and charges resulting from infractions of the traffic laws, while on such company business, will not be reimbursed by the Commission.

**C. Punching the Time Clock**

All bargaining unit employees shall be required to punch the time clock. There may be isolated occasions from time to time whereby an employee would be required to go directly to the job site thereby by-passing the time clock. In such cases, the time of reporting shall be later entered on the employee's time card.

**D. Equipment Maintenance**

It will be part of the job duties of any employee operating a truck or heavy equipment to perform minor maintenance. This shall be limited to replacing light bulbs, headlights, wiper blades, changing plow bolts, blade bolts, making emergency repairs to tire chains and similar minor maintenance. Management shall not be involved in transporting or performing any of the above maintenance. *In a call out or scheduled overtime, an employee may be asked to park an empty salt truck and take another*

*loaded truck if management feels there is not enough work to justify working a loader operator. If a loader operator is called in or scheduled for overtime, s/he may be assigned to any work which is available within her/his classification.*

# PART THREE --- TIME AWAY FROM WORK

## ARTICLE XVII
## HOLIDAYS

### A. Holidays Observed

1. The following full holidays shall be paid, to eligible employees are:

    1. New Year's Day
    2. Memorial Day
    3. July Fourth
    4. Labor Day
    5. Thanksgiving Day
    6. Friday after Thanksgiving
    7. Day preceding Christmas
    8. Christmas Day
    9. Good Friday

    Employees may also take an additional holiday, with pay, to be called a roving holiday, during the period from May 1 through October 31 of each year. Employees must give forty-eight (48) hours advance notice of their intent to take a roving holiday and the Employer may limit the number of employees permitted to take off on any day to two (2) in any classification.

2. If any of the above specified holidays fall on Saturday, they shall be observed and celebrated on Friday, and shall be considered the holiday

3. If any of the specified holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance celebrated and paid for shall be considered as the holiday.

4. If any of the above specified holidays fall on a weekday other than Monday (such as Tuesday, Wednesday, Thursday or Friday), but is celebrated on Monday by the State or Federal government, then it shall be observed on Monday.

**B. Eligibility and Payment for Holidays**

1. Employees who do not work on the holidays specified above shall receive, as holiday pay, eight (8) straight time hours pay at their regular rate of pay, exclusive of shift differentials, provided they meet all of the following conditions:

   a. A new employee shall not be eligible for holiday pay until after s/he has completed her/his probationary period of ninety (90) days.
   b. The employee shall perform work in the twelve (12) calendar day period immediately preceding or the twelve (12) calendar day period immediately following the holiday, except when absent on scheduled vacation or approved sick leave. Should a holiday occur during the first twelve (12) days that an employee, who is otherwise eligible for holiday pay is laid off, they shall receive the appropriate holiday pay.
   c. The employee shall have worked her/his scheduled hours of work on her/his last scheduled work day preceding the holiday and also on her/his first scheduled work day following the holiday; provided, however, that absence or tardiness due to illness or other compelling personal reasons, supported by adequate proof of same, shall not disqualify an employee for holiday pay if s/he meets all of the other conditions stipulated.

d. Notwithstanding XVII.B.1.b, above, any employee who is on vacation, and the holiday or holidays fall within her/his vacation time, shall receive the holidays as extra vacation days with pay.

2. Employees called or asked to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay, unless prior approval for such absence has been obtained from the Management, or unless sickness or accident prevents the employee from reporting.

3. Employees who work on a holiday, as defined in this article, shall be paid at 2 times their regular straight time hourly rate for all hours actually worked. Such rate shall be in addition to the regular holiday pay for holidays not worked. In computing weekly overtime, holiday pay of eight (8) hours will be considered as hours worked.

4. For the purpose of this article, a holiday is defined as a twenty-four (24) hour period beginning at 12:01 a.m. of the day observed and celebrated as a holiday.

5. An employee called or asked to report for work and reports for work on a holiday shall receive a minimum of four (4) hours pay at two (2) times their regular straight time hourly rate in addition to her/his regular scheduled holiday pay.

6. Employees on approved sick leave, vacation, jury duty, funeral leave, personal leave days and compensable injury incurred and accepted within the preceding six (6) months are eligible for holiday pay.

## C. Seven Day Work Week Schedule

1. Hours worked on a holiday, but not to exceed a total of eight (8) hours, shall be counted as hours worked for the purpose of computing the forty (40) hour work schedule.

2. Holidays paid for but not worked shall not be considered as hours worked, for the purpose of computing the forty (40) hour work schedule.

# ARTICLE XVIII
# VACATION

## A. Eligibility for Vacation

1. All employees, other than new employees of less than six (6) months service, must work sixteen (16) days in a month to qualify for vacation credit for that month. Days of paid sick leave, personal leave days, jury duty, funeral leaves, vacation time, and days off due to injury for which Workers' Compensation is paid by the Road Commission, not exceeding nine (9) months for each injury, shall be counted as eight (8) hours of work for each day for the purpose of computing vacation eligibility.

2. A new employee must have worked six (6) months of sixteen (16) days per month or more to qualify for vacation credit. After the six (6) month period, the new employee shall be given vacation credits for these months.

## B. Vacation Schedule

1. *Vacation should be scheduled between September 1 and August 31, of each calendar year. Vacations must be scheduled with the*

*Superintendent at least two (2) weeks prior to the vacation, and may be limited as to numbers of employees on vacation at a time. An employee may take accumulated vacation in increments of one day at a time. Such vacation days shall be scheduled not more than one week in advance and are subject to the prior permission of the superintendent. Such scheduled and approved vacation may be canceled by the Employer, only because of lack of qualified employees or unforseen surges in the work.*

2. *Employees may take up to one week's vacation during Trout Season, and up to two (2) weeks reserved by September 1, for the November Deer Season. Employees on vacation during these special periods, will be expected to report to the garage in the event of severe weather.*

3. Vacation time shall be earned from *September* 1 through *August 31*. Time earned after *August 31* shall be deemed to be earned for the following year. A vacation schedule will be posted *September 1*, showing time earned, all other conditions being complied with, as of *August 31*, of that year. Vacation time available shall be posted in hours, instead of days, provided that this posting shall not affect any limitation of vacation which is expressed in days.

4. *August 15* will be the last date by which seniority may be used *to schedule* preferred vacation time. The period of *August 16* to *September 1* shall be used to adjust any affected scheduled vacation time.

## C. Vacation Allowance

1. a. Any employee with from six (6) months but less than five (5) years of Road Commission service shall be entitled one (1) day per credit month of vacation with pay.

b. Any employee with from five (5) but less than fifteen (15) years of Road Commission service shall be entitled to one and one-half (1 ½) days per credit month of vacation with pay.

c. Any employee with fifteen (15) or more years of Road Commission service shall be entitled to two (2) days per credit month for eleven (11) months; *August* shall be counted as three (3) days credit per month, of vacation with pay.

2. A day of vacation shall consist of eight (8) hours at the employee's straight time hourly rate.

3. Should a general increase in wages occur during the contract year prior to the time the vacation is taken, such general increase will be included in the computation of the vacation pay.

4. The determination of when the vacations may be taken is left to the Management who will prepare and post a vacation schedule. The exact time of the vacation must be regulated by the needs of the County Road Commission.

5. In choosing time for vacation, the oldest employee in seniority will have first choice, second oldest second choice, etc.

6. Employees may split their vacation in units of one (1) week, with seniority governing the choice on the first vacation. When a vacation is split into units, the second unit will be taken at a time that does not conflict with the vacation of any other employee regardless of seniority.

7. Should an employee be off sick during her/his scheduled vacation time, s/he shall be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such is contingent upon prompt notice and proof of illness to the employee's immediate superior.

8. When an employee quits with reasonable notice, is discharged for cause, retires or dies, s/he, or the employee's heirs, shall be paid for unused vacation pay earned. Such pay shall not be considered as pay for time worked after date of separation.

9. Employees must take vacation time off in order to receive vacation pay. An employee who fails to take her/his vacation within the scheduled year in which s/he is entitled to, shall forfeit such vacation time off and vacation pay. Any employee asked not to take her/his vacation after the vacation time has been approved shall have the opportunity to take the vacation time off for vacation purposes before the end of the scheduled vacation year.

10. A person who is in the military service, and who returns to employment at the County Road Commission under such circumstances as to entitle the employee to rights under the applicable provisions of the Selective Service Act, as amended, shall have the years of military service counted for the purpose of determining the amount of vacation to which the employee is entitled.

11. An employee injured at the County Road Commission under circumstances such that Workers' Compensation benefits are paid by the Road Commission, shall, with respect to vacation years occurring after the employee's return to work, have preceding years during which Workers' Compensation benefits were paid for at least forty (40) weeks per year, counted for the purpose of determining the amount of vacation to which the employee is currently entitled.

## ARTICLE XIX
## SICK AND PERSONAL LEAVE

### A. Qualifications

1. Paid sick leave shall accumulate at the rate of one (1) day for each month of service, to a maximum of ninety (90) days. Any employee on sick leave shall, if so requested, be paid at the employee's regular rate of pay for such absent days, up to the number of days of sick leave accumulated for such employee. Sick leave shall be subject to the following regulations:

    a. Paid sick leave days may be used only for cases of actual sickness or injury of the employee her/himself, except as otherwise provided in XIX.B. They may be used only in units of full days except as provided in XIX.A.1.e.

    b. Sick leave will be paid only if the employee makes every reasonable effort to notify her/his Department Head before the start of the employee's scheduled day of work.

    c. The employees shall be requested to sign a statement of request for sick leave pay. Sick leave pay shall be subject to the employee having earned sufficient sick leave time credit.

    d. The Department Head may require, in addition to the employee's own statement, a doctor's certification showing that the time off was due to actual sick ness, provided such requirement is reasonable under the existing circumstances. Such requirements shall not apply to short sick leaves of one or two days, unless such leaves are habitual in nature.

e. One-half (½) day sick leave (four hours) may be taken when an employee reports for work, becomes sick during the first half of her/his shift, or until 11:00 a.m. if on day shift, and leaves work prior to starting the second half shift. This shall be limited to employees reporting for work and then leaving. In the event more than eight (8) hours is accumulated under this provision, the sick leave time shall be at straight time and only a combined total of eight (8) hours will be used in computing weekly overtime. One-half (½) day sick leave time may be used to supplement Workers' Compensation when elected by the employee.

f. An employee may utilize either a full day or one-half (½) day of accrued sick leave time credit for doctor or dental appointments.

2. Sick leave shall not apply to cases of sickness or injury where Workers' Compensation benefits are paid, except that upon option of employee sick leave may be used to make up the difference between the employee's average straight time earnings and the Worker's Compensation payment.

3. Sick leave time available shall be posted in hours, instead of days, provided that this posting shall not effect any limitation of sick leave which is expressed in days.

**B. Personal Leave**

Employees shall be entitled to use up to four (4) days of their paid sick days per year for personal use, upon reasonable prior notice to their supervisor. Reasonable prior notice is defined as, "a request for such time off made at least twenty-four (24) hours in advance of the time off desired", shall constitute prior notice. It is further understood that the number of employees off at any one time may be limited to two (2) in any one classification. In cases of personal or family emergency situations, the

twenty-four (24) hour requirement and the number of employees off per classification may be waived. All requests for such leaves shall be made to the superintendent in writing and will be granted in order of receipt.

**C. Retirement Credit**

Upon retirement employees shall be paid for all unused accumulative sick leave days up to the maximum of ninety (90) days at their regular rate of pay applicable at the time of retirement. *Concurrent with the pay for the second full pay period in September* of each year, the employee shall be paid at her/his regular rate of pay for fifty percent of any accumulative sick leave days in excess of ninety (90) accumulated during that year. When an employee retires, and has during the interim period between *August* 31 and the effective date of retirement accumulated in excess of ninety (90) days sick leave, s/he shall be paid the difference between the days accumulated and ninety (90) days at fifty percent of the employee's then in effect rate of pay. Retirement is defined as when an employee leaves this employment to draw retirement pay under the Michigan Municipal Employees Retirement Plan and/or from the Federal Social Security Act.

**D. Eligibility**

All employees must work sixteen (16) days in a month to qualify for sick leave credit for that month. Days off on paid sick leave, personal leave or vacation time shall be considered as days worked.

**E. Computation of Fringe Benefits**

Approved sick leave shall be defined as a period of six (6) months from the date last worked for computing all fringe benefits.

**F. Posting of Sick and Personal Leave Time**

Every six (6) months the Employer shall post and furnish the Union with a current list showing the number of sick leave days earned by each

employee, and the number of personal leave days remaining available to each employee.

## ARTICLE XX
## FUNERAL LEAVE

### A. Eligibility

Permanent full-time employees will be permitted, upon proper notice to their supervisor, to be absent from work without loss of pay in accordance with the following schedule upon the occurrence of the death in the employee's family of the persons named below:

1. Five (5) consecutive working days upon the death of a spouse or child.

2. Three (3) consecutive working days upon the death of the employee's:

| | |
|---|---|
| Father | Brother |
| Mother | Sister |
| Mother-in-law | Stepchildren |
| Father-in-law | Grandchildren |
| Son-in-law | Daughter-in-law |

3. Two (2) working days upon the death of a grandparent or the grandparent of an employee's spouse.

4. One (1) working day upon the death of the sister-in-law or brother-in-law of the employee.

5. In the event an employee or employees are serving as pallbearer for an employee or retired employee of the Road Commission, they shall be allowed one (1) day with pay for performing such function.

**B. Documentation**

Proof of death may be required by the Road Commission. Such proof can be in the form of newspaper clippings, death certificate or obituary notices.

**C. Additional Unpaid Leave**

Leaves of absence shall be granted by the Road Commission for additional time in connection with funeral leave and estate problems when necessary. Such leaves shall be without pay.

## ARTICLE XXI
## JURY DUTY

**A. Eligibility**

The Employer shall pay to all seniority employees who serve on a jury the difference between the amount received by the employee for such service and the amount the employee would otherwise have earned with the Employer. This section shall apply to days on which the employee would have been regularly scheduled to work if it were not for the jury duty, and shall apply only to regular straight time hours. Employees shall not be marked in the red for overtime missed because of jury duty.

**B. Partial Day Jury Duty Service**

An employee reporting for jury duty and dismissed before 11:00 a.m. for the day shall report to work for the remaining portion of that day.

## ARTICLE XXII
## OTHER PERMITTED LEAVES OF ABSENCE

### A. Leave for Union Business

In the event an employee or employees, but not more than three (3), are selected by this Union or any labor organization with which this Union is affiliated to perform any task or attend any meetings or institutes which necessitates a leave of absence, up to two (2) weeks, they shall be granted such leave of absence without pay or loss of seniority.

### B. Long Leave for Official Union Business

In the event an employee is elected or selected by this Union or by any labor organization with which the Union is affiliated to perform any task which necessitates a leave of absence, s/he shall be granted such leave of absence without pay and without loss of seniority. No more than two (2) employees shall be on leave of absence simultaneously under the provisions of this clause. Leaves of absence for this purpose shall be for an indefinite period.

### C. Leave of Absence for Public Political Office

Employees who are elected to a political office in the municipal, county, state or federal government or are appointed to public office, will be granted a leave of absence, without pay and without loss of seniority but will not accumulate seniority. However, such leave must be renewed by notification to the Road Commission at the conclusion of each term of office and prior to commencing another term of office.

### D. Leave for Emergency Volunteer Fire Service

Employees who are members of a Volunteer Fire Department shall be automatically granted an unpaid leave of absence when called for emergency duty.

# PART FOUR --- OTHER BENEFITS

## ARTICLE XXIII
## WAGES

### A. Rate of Pay

The persons employed in the classifications set forth on XXIII.D, Schedule of Classification Wage Rates shall be paid the wages set forth therein during the term of this agreement, except that new employees shall be hired out at a rate equivalent to $1.50 per hour less than the rates shown and shall receive an increase of $.50 per hour every six (6) months until such employee attains the rate shown on XXIII.D, Schedule of Classification Wage Rates.

### B. Shift Premium

*Shift premium shall be paid to employees who are regularly scheduled to work shifts beginning after 4:30 p.m., and* shall be paid a premium rate of eighteen (18) cents per hour.

### C. Revisions to the Wage Rate Listing

It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment to existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the Employer shall set a temporary rate for same and put it into effect; such rate being subject to review by the Union in the manner provided below:

1. At the time of putting such temporary rate into effect, the Road Commission will notify the Chairman of the Grievance Committee of the Union of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the Management within fifteen (15) days after notice from the Road Commission has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established.

2. The rate determined at the conclusion of negotiations of grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the Employer shall become permanent and not subject to change for the remaining term of this Agreement.

3. If at any time the Union feels that a new job has been created and has not been established and classified by the Employer, or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the grievance procedure.

**D. Change in Job Classification**

When any employee feels that the nature of their work entitles them to a change in their job classification, this matter shall be presented to the Road Commission through the regular grievance procedure.

**E. Payday**

Payments of wages shall be made weekly on *Thursday*.

## F. Temporary Employees

1. The Road Commission may employ students as temporary employees for summer work whenever practical. A person who has stated her/his intention to continue formal education is considered a student in the meaning of this paragraph, and s/he will be required to sign a personnel slip stating that this is the employee's intention at the time of employment. A new employee who does not state such intention will not be considered a temporary employee under that provision of this paragraph. Any person considered as a temporary employee will have no re-employment rights upon completion of her/his summer employment. All such temporary employees will be terminated not later than September 30th.

2. Such temporary employees will come under all provisions of this Agreement with the exception of the insurance and retirement plans and shall be limited to the use of one (1) day sick leave or personal leave day.

## G. Employees Returning from Layoff

Any employee who has completed a probationary period and is reemployed shall be considered a new employee, excepting s/he shall be paid at the scheduled rate of pay as shown in XXIII.D, Schedule of Classification Wage Rates, except that if the employee had not been employed eighteen (18) months s/he will assume the same step position as provided in XXIII.A, that s/he was in at time of layoff. Nothing herein shall abridge the Commission's right to determine if a former employee will be recalled.

## *H. Schedule of Classification Wage Rates*

*EFFECTIVE 1 NOVEMBER 1996*

| *Classification* | *Rate of Pay* |
|---|---|
| *Laborer* | *$ 12.73** per hour* |
| *Building & Grounds Custodian* | *$ 12.85** per hour* |
| *Seasonal Classification* | *$ 12.98 per hour* |
| *Chainperson* | *$ 12.98 per hour* |
| *Truck Driver* | *$ 13.06*** per hour* |
| *Heavy Equipment Operator* | *$ 13.24 per hour* |
| *Mechanic* | *$ 13.40* per hour* |
| *Chief Mechanic (Salaried)* | *$632.17 per week* |

*EFFECTIVE 1 NOVEMBER 1997*

| *Classification* | *Rate of Pay* |
|---|---|
| *Laborer* | *$ 13.09** per hour* |
| *Building & Grounds Custodian* | *$ 13.21** per hour* |
| *Seasonal Classification* | *$ 13.34 per hour* |
| *Chainperson* | *$ 13.34 per hour* |
| *Truck Driver* | *$ 13.42*** per hour* |
| *Heavy Equipment Operator* | *$ 13.60 per hour* |
| *Mechanic* | *$ 13.76* per hour* |
| *Chief Mechanic (Salaried)* | *$646.57 per week* |

*EFFECTIVE 1 NOVEMBER 1998*

| *Classification* | *Rate of Pay* |
|---|---|
| *Laborer* | *$ 13.44** per hour* |
| *Building & Grounds Custodian* | *$ 13.56** per hour* |
| *Seasonal Classification* | *$ 13.69 per hour* |
| *Chainperson* | *$ 13.69 per hour* |
| *Truck Driver* | *$ 13.77*** per hour* |
| *Heavy Equipment Operator* | *$ 13.95 per hour* |
| *Mechanic* | *$ 14.11* per hour* |
| *Chief Mechanic (Salaried)* | *$660.57 per week* |

*EFFECTIVE 1 NOVEMBER 1999*

| *Classification* | *Rate of Pay* |
|---|---|
| *Laborer* | *$ 13.79** per hour* |
| *Building & Grounds Custodian* | *$ 13.91** per hour* |
| *Seasonal Classification* | *$ 14.04 per hour* |
| *Chainperson* | *$ 14.04 per hour* |
| *Truck Driver* | *$ 14.12*** per hour* |
| *Heavy Equipment Operator* | *$ 14.30 per hour* |
| *Mechanic* | *$ 14.46* per hour* |
| *Chief Mechanic (Salaried)* | *$674.57 per week* |

* *All mechanics who enter the mechanic classification after the date of this agreement shall achieve state certification [as a state certified master] in at least two heavy truck mechanic categories within 180 days after accepting the bid. Mechanics who have achieved the above certification shall be paid $ 0.50/hour more than the above rate.*

** *Laborer and Building & Grounds Custodian may be required to do Laborer work or Truck Driver work as assigned, recognizing that Laborer and Building & Grounds are their primary job functions. All individuals in these classifications are required to have a valid CDL.*

*** *It is recognized that different trucks perform different operations more efficiently than others considering the attached equipment and carrying capacity. All trucks plow snow. Work will be assigned to equipment which is most suitable for the job, considering the overall workload, the availability of equipment and other relevant factors. Within this structure, the primary duty of drag trucks will be dragging roads when conditions are suitable. The primary duty of other trucks will be hauling material; however, trucks properly equipped may also be assigned to drag roads. Otherwise, the various trucks are one classification for all purposes.*

## ARTICLE XXIV
## LONGEVITY

### A. Annual Longevity Payment

All eligible employees with ten (10) years of service shall be entitled to a longevity payment in the amount of $100.00.

All eligible employees with fifteen (15) years of service shall be entitled to a longevity payment in the amount of $200.00.

All eligible employees with twenty (20) years of service shall be entitled to a longevity payment in the amount of $300.00,.

### B. Eligibility

To be eligible for longevity payments, an employee must have received pay for 1500 hours in the year, starting on *September 1* and ending on *August 31.*

### C. Employees on Worker's Compensation

Any employee who is off work and receiving Workers' Compensation shall be given credit up to 750 hours in addition to her/his paid hours.

**D. Distribution of Longevity Pay**

All longevity payments shall be by separate *non-regular payroll* check *to be paid concurrent with the pay for the second full pay period in September.*

**G. Payment to a Deferred Compensation Plan**

An employee may designate that longevity payments be paid into a deferred compensation plan which may be maintained by the Employer, as long as the terms of the plan and the Internal Revenue Code permit such designation. Such designation shall be done in writing, in such form as the Employer shall prescribe.

## ARTICLE XXV
## INSURANCE

**A. Health Insurance**

*The Employer will offer Blue Cross/Blue Shield Community Blue Option 1 - PPO with $10.00 prescription drug co-pay to each full-time employee and her/his family. If an employee with other coverage declines the insurance, using such forms as the Employer shall provide, then the employee shall be paid a lump sum of $85.00 per month, in lieu of such insurance coverage. For any employee who retires between the ages of 62 and 65, the Employer will pay one-half of the premium for BC/BS Plan L, with a $10.00 prescription drug co-pay, for the retiree only until the retiree reaches age 65. The retiree shall be responsible for prompt payment of the remaining premiums for the retiree and all premiums attributable to dependent coverage. The Employer has the right to have coverage provided by another carrier (other than BC/BS) as long as the coverage provided is equivalent to that described herein.*

## B. Life Insurance

The Road Commission shall put into effect a life insurance plan whereby permanent employees are insured for $10,000.00 Double Indemnity and Dismemberment Clause of term insurance with the Road Commission paying the full premiums.

## C. Termination of Insurance Coverages

Coverage of insurance, as in XXV.A and B, above, shall be terminated after the following:

1. Six (6) months from the date of injury of an employee for a non-compensable injury or accident.

2. Six (6) months after the end of a period of time, in days, which is equal to the number of unused sick leave days and unused vacation days standing to her/his credit at the date when an employee suffers a compensable injury. A compensable injury is defined as one in which Workers' Compensation benefits are paid to the employee.

3. An employee may elect to continue either or both plans beyond such time, as long as her/his illness prevails, by prepaying insurance premiums, subject to the rules of the carriers.

4. Termination of employment. This shall mean after final decision on any grievance filed over such termination.

5. Three (3) months from the termination of regular employment when employee is laid off. The employee may elect to continue such coverage for an additional three (3) months by prepaying premiums subject to the carrier's rules and regulations.

**D. Medicare Insurance**

Effective January 1, 1977, the Employer shall pay the entire cost of Medicare Insurance for any employee retiring after January 1, 1974, who is eligible for Social Security benefits and/or disability benefits.

**E. Option to Discontinue Health Insurance**

If an employee does not desire the insurance coverage as specified in XXV.A, s/he shall so inform the Employer and her/his name shall be deleted from the specific coverage. If at any time in the future s/he should desire to be covered, s/he may reapply subject to insurance company rules.

## ARTICLE XXVI
## RETIREMENT PLAN

The Employer will maintain plan *B-2* of the Michigan Municipal Employees Retirement System, with the Employer paying the entire cost thereof.

## ARTICLE XXVII
## OTHER EMPLOYMENT BENEFITS

**A. Coveralls**

Coveralls shall be furnished to all employees while actually performing functions of: heavy equipment operation, mechanics, greasing trucks, maintenance of equipment, while working with emulsified asphalt, spreading salt and such other duties that may damage personal wear.

**B. Prescription Safety Glasses**

The Employer shall furnish prescription safety glasses to welders and burners that are damaged by her/him in the performance of duties. A limit of one pair per contract year shall be placed upon such replacements,

except where none was replaced in the previous year; in which case, the Employee could receive two (2) pairs.

**C. Equipment Seats**

Seats on all equipment shall be a matter of mutual concern. Management shall review this subject with the Committee prior to the purchase of new equipment or the replacement of existing seats.

**D. Contract Booklets**

Contract booklets shall be printed at the Employer's expense.

**E. Gloves**

The Employer agrees to provide two (2) pairs of gloves per year.

# PART FIVE --- DURATION AND RENEWAL

## ARTICLE XXVIII
## ENTIRE AGREEMENT

*This Agreement represents the entire agreement of the parties. No other agreement, understanding or past practice shall be binding upon the parties, unless it is set forth in writing in this Agreement or an attachment hereto, nor shall such extra-contract agreement or practice be used to interpret or modify any of the terms contained herein. If issues arise, the superintendent and representatives of the Union shall meet to discuss procedures for work assignments and other day-to-day matters. Agreements which they shall make, and which are reduced to writing, will become a part of this Agreement.*

## ARTICLE XXIX
## DURATION AND RENEWAL

**A. Contract Terms**

The terms of this Agreement shall become effective as of November 1, *1996*, except as otherwise noted, and continue until *October 31, 2000.* The Agreement shall then be automatically renewed for additional periods of one (1) year, unless either party shall notify the other party at least one hundred twenty (120) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within thirty (30) days from the time of such notice for the purpose of negotiating any changes or renewal.

**B. Insurance Programs**

Insurance programs will be made effective as carrier allows.

## ARTICLE XXX
## AGREEMENT EXECUTION

The parties hereto agree to continue to apply the provisions of this Agreement to all employees without regard to race, color, sex, religious creed or national origin.

Signed this 23RD day of JUNE, 1997.

ALPENA COUNTY ROAD COMMISSION

Anthony V. Samp, Chairman

Kathy D. Bryant, Secretary

James L. Mazrum, Attorney

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC

George Becker, International President

Leo Gerard, International Secretary/Treasurer

Richard Davis, International Vice President

Leon Lynch, International Vice President

Harry E. Lester, District Director

Robert D. Daleski, Sub-District Director

Daniel L. Minton, L.U. 139 President

Darwin G. Grabow, L.U. 139 Vice-President

Arnold T. Boyk, L.U. 139 Steward

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