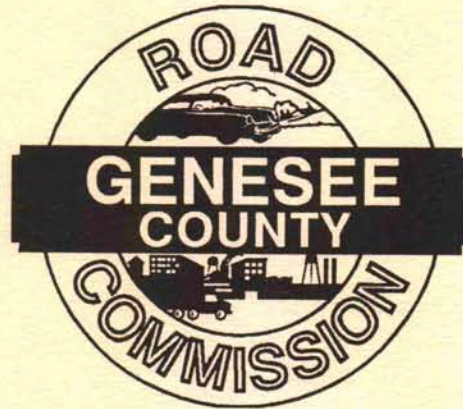


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8/31/2001



Genesee County Road Commission

AGREEMENT

between the

**Genesee County Road
Commission
and
Service Employees
International Union
Local 79, AFL-CIO**

**Effective March 25, 1997
Terminates August 31, 2001**

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



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AGREEMENT

This Agreement, made and entered into by and between the Board of County Road Commissioners of the County of Genesee, State of Michigan, hereinafter referred to as the "Employer", and Service Employees International Union, AFL-CIO and Local 79 thereof, hereinafter referred to as the "Union".

WITNESSETH:

That, in consideration of the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

Whereas, it is the desire of the parties to this Agreement to continue to work together harmoniously and to promote and maintain relations between the Employer and the Union which will serve the best interests of all concerned.

NOW THEREFORE, the parties hereto agree as follows:

PREAMBLE

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to race, creed, color, handicap, national origin, sex, age or political affiliation or beliefs.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

The Employer herewith commits itself to a policy of non-discrimination in all its activities and declares itself to be an equal opportunity Employer, as such policy may be determined and as may be amended from time to time to comply with appropriate requirements imposed by state or federal law.

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of all regular hourly rated Employees who are employed in the classification listed in Schedule A for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment in the aforesaid bargaining unit. Supervisory Employees are excluded from said unit. Temporary Employees are likewise excluded.

ARTICLE II - UNION SECURITY AND UNION DUES

Section 1. It shall be the policy of the Employer to honor reasonable written requests for continuing deductions from the payroll to be paid to a third party. In the case of Union Dues and Initiation Fees, such requests will be honored after not less than thirty (30) days of employment by the probationary Employee making the request, and the remittance will be accompanied by a statement of the names of the Employees for whom deductions are made. Initiation fees will be deducted in not more than three (3) installments.

Section 2. All Employees who do not maintain membership in the Union shall not be required to gain membership, but shall, as a condition of continued employment with the Employer, pay to the Union an amount of money equal to that paid by the

Union members in the bargaining group limited to an amount equal to the Union's regular and usual initiation fees and dues. As to new Employees said payments shall commence thirty one (31) days following the date of employment.

Section 3. With regard to the above Union security, initiation fees and Union dues check off clauses, the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Employer herewith retains and reserves all powers, rights, duties and responsibilities conferred upon and/or vested in the Employer by the laws of the State of Michigan; the United States of America, or by action of the Genesee County Board of Road Commissioners including but not limited to, unless otherwise specifically herein excepted or otherwise provided for, the right to manage the operation of the Road Commission; the right to maintain order and efficiency in its operations and to exercise control over all of its property and facilities; the right to hire, layoff, assign, promote or discipline Employees.

ARTICLE IV - REPRESENTATION

Section 1. All Employees covered by this Agreement shall be represented for the purposes of grievance procedure and negotiating by a bargaining committee to be chosen by the Union.

Section 2. The bargaining teams of both Union and Employer may be composed of not more than five (5) members without mutual consent, which shall not be unreasonably withheld if a larger number is requested by either party. The Union shall notify the Employer, in writing, of the names of the Union bargaining team with their

alternates, if such exists. During the contract negotiations only, the Employer shall pay three (3) members of the Union's bargaining team their regular rate not to exceed eight (8) hours per regular work day, while engaged in negotiations. The names of those entitled to such payment shall be served upon the Employer prior to commencement of such negotiations.

Section 3. Committeepersons and stewards shall be governed by rules in the grievance procedure or by others mutually established. Meetings of Committeepersons and stewards with supervisory personnel, or of the bargaining committee with Commission representatives, shall be held at times mutually convenient. Committeepersons and stewards will receive their usual compensation when such meetings are held during their regular working hours. A written agenda shall be furnished by the bargaining committee forty eight (48) hours in advance of such meetings.

Section 4. The names of the Committeepersons, stewards and alternates shall be given in writing to the Employer by the Union, and they shall not function as such prior to such notice to the Employer. Any changes shall be reported to the Employer in writing as far in advance as possible. Alternates shall not function under this Section except in the absence of the official for whom they are substituting.

Section 5. Representatives of the Union may attend meetings of the bargaining committee, as such, with representatives of the Employer.

Section 6. Any committeeperson or steward having an individual grievance in connection with their own work may ask for another committeeperson or steward to assist him/her in adjusting the grievance.

ARTICLE V - SPECIAL CONFERENCES

Section 1. Special conferences will be arranged between the chairman of the Union and the Personnel Director upon the request of either party, provided however, that such conference shall not be held sooner than every three (3) months and shall not be held more often than three (3) times per calendar year unless otherwise mutually agreed.

Section 2. Such meetings shall have no more than three (3) representatives of the Employer. Additional members may be in attendance at these conferences by mutual consent. Arrangements for each special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference begins. Special conferences shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties.

Section 3. Special conferences shall not be called for the purpose of discussing specific pending grievances.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Any Employee having a specified grievance shall take the matter up with his foreman, who shall attempt to adjust the matter, consistent with the terms of this Agreement, as soon as possible. If the Employee so requests, the foreman will arrange to have their committeeperson or steward (as the case may be) represent them, providing this does not result in unduly delaying or interfering with normal operations. The Employee will not be required to continue discussion of the grievance after they have given the facts to their supervisor if they do not desire to do so.

Section 2. Discussion and settlement of grievances and other work related Union business will be handled during the last half hour of the work day unless other arrangements are made, but in cases of emergency requiring immediate action, they will be discussed at the time of the occurrence.

Section 3. Grievances which are not so settled shall be reduced to writing on appropriate forms signed by the Employee. A copy shall be given to their Foreman, who shall attempt to settle the matter and shall give the answer within two (2) regular working days.

- a. Prior to the time when a grievance is put into writing, or during the course of the grievance procedure, any member of the bargaining committee may review the fact on which the grievance is based, or the claims made by the grievant, with the appropriate Foreman.
- b. When a grievance is put into writing there will be included, or attached in writing, sufficient information so that it will be readily possible to determine the identity of the grievant(s), the dates when the grievance(s) occurred, the facts of the situation which created the grievance and other such information as will make it plain what the facts are which are claimed as the basis of the grievance. Inadvertent omission of facts will not prejudice the processing of the grievance.
- c. When written answers to grievances are required and the grievance complies with Paragraph 1 above, the answer, if favorable to the grievant, will describe exactly what will be done in settling the grievance. If not, the answer will include whatever details, dates and circumstances are involved, and the reason(s) relied on by the supervisor for denying the grievance.

Section 4. If the grievance is not settled by the Foreman, it shall then be submitted to the Division Head who shall arrange a meeting within three (3) regular working days to discuss the grievance. They shall give their answer, in writing, within two (2) working days after said meeting.

Section 5. An appeal may be taken from a decision of the Division Head to the Commission's Appeal Committee, consisting of the Personnel Director, Manager-Director and the Road Commission Labor Attorney, when necessary. Said appeals shall be in writing and shall be delivered to the Personnel Director, who will arrange a meeting between the Union Committee and the Commission's Appeal Committee within ten (10) working days, notice of which shall be sent to the Union within five (5) working days of said meeting date. The Appeal Committee shall render its decision, in writing, within five (5) working days after the meeting.

Section 6. Both the Union and the Employer shall have the right to request the presence of any and all parties involved in a grievance at any step of the grievance procedure.

Section 7. A committeeperson and/or the Employee involved may take an appeal to the next step in case a grievance is not settled in any of the foregoing steps. Committeepersons may handle grievances in all steps of the grievance procedure, but if there is no committeeperson in a particular District, Employees may be represented by a steward designated by the Union in handling grievances with the foreman in accordance with prior practice. Such stewards will receive their usual compensation while handling grievances during normal working hours.

Section 8. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

Section 9. Grievances not presented to the foreman within ten (10) scheduled working days of their occurrence, or within ten (10) scheduled working days of when the occurrence first became known or should have become known will be deemed abandoned, and grievances not appealed from one step to the next within five (5) scheduled working days from decision at any step will be considered settled on the basis of the last decision. The time limits contained in this section may be extended only by written agreement signed by the authorized representative(s) of the Employer and the Union.

Section 10. In the event the Employer shall fail at any step in the grievance procedure to arrange a meeting or submit an answer within the time limits provided in the foregoing sections, the Union may notify the Employer that it is taking the grievance involved to the next higher step, and omitting the step involved. Said time limits may be extended only by written agreement signed by the authorized representative(s) of the Employer and Union.

Section 11. Notwithstanding any provision of Article VI, the Union may commence any grievance not arising from the daily work routine directly with the Division Head level of the grievance procedure as set forth in Section Four (4) of Article VI.

ARTICLE VII - DISCIPLINARY PROCEDURE

Section 1. The Employer herewith agrees and commits itself to the proposition that the concept and philosophy of progressive discipline will be followed in the assessment of discipline. The concept of progressive discipline involves generally the institution of discipline in the following steps:

1. Oral Counseling
2. Written Reprimand
3. Suspension
4. Discharge

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 the Arbitrator have power to establish or change any classification or wage rate, 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 relating to the interpretation or proper application of this Agreement based upon a grievance or any Employee alleging violation thereof shall be deemed arbitrable hereunder. Either party shall have the right to serve 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 sixty (60) 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 to 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) working days, fail to correct the cause or circumstances giving rise to such dispute, claim, grievance, or complaint.

Section 9. It is further agreed that in all cases of any unauthorized strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members during the first twenty four (24) hours. While the Union shall undertake every reasonable means to induce such Employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge.

Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

- a. After the first twenty four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE IX - SENIORITY

Section 1. For the purposes of this Agreement, Employees are defined as follows:

- a. Regular hourly-rated Employees are those who have acquired seniority, as hereinafter provided, upon completing their probationary period.
- b. Probationary Employees are those hired at an hourly rate with the understanding that they will become regular Employees by completing the probationary period, or who have been reclassified from temporary status.
- c. Temporary Employees are those hired at an hourly rate for seasonal or temporary work with the understanding that they are ineligible for regular status, unless they are later reclassified as a probationary Employee, at which time employment in a temporary status shall be credited toward the probationary period.

Section 2. Any Employee retained as a temporary Employee for one (1) year or more shall automatically be placed on the seniority list and be classified as a regular Employee.

Section 3. Any Employee hired as a probationary Employee, or any temporary Employee reclassified as such, shall not be entitled to benefits of this Agreement and there will be no seniority among such Employees for the first ninety (90) calendar days of their employment, with the understanding that absence from work shall extend the probationary period accordingly. Probationary Employees shall not be eligible for vacation days until they have completed at least one (1) year of continuous employment. Upon completion of this probationary period the Employee shall acquire seniority dated back ninety (90) calendar days from the day they completed their probationary period.

Section 4. There shall be no seniority among probationary Employees. The union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, provided however a probationary Employee who has been laid off, disciplined, or discharged shall not have recourse, either by himself/herself or through the Union, through the grievance procedure, excepting in cases wherein it is alleged that the layoff, discipline, or discharge was based upon Union activity.

Section 5. When an Employee acquires seniority their name shall be placed on the seniority list. An up-to-date seniority list shall be made available to all Employees for their inspection, by posting where practical or by satisfactory equivalent method. Seniority will be in accordance with a list to be agreed upon. A copy of the current seniority list shall be furnished to the unit chairperson each time such list is prepared or updated.

In the event of a layoff and there appears two (2) or more Employees, after all other considerations are applied, with first - equal seniority and second - identical hire-in dates, then and in that event such Employees' standing on the layoff list will be

governed by the last four (4) digits of each Employee's social security number with the lowest number being laid off last. Recalls shall be made in reverse order of layoffs.

Section 6. Employees of the Equipment Division shall not perform duties assigned to the Maintenance Division; provided however Equipment Division Employees may be assigned to perform duties performed by Maintenance Division Employees' provided further however, that said assignment of such Equipment Division Employees shall be temporary in point of time and shall not result in any Employee of the Maintenance Division losing time thereby. This provision shall apply equally to Maintenance Division Employees assigned to perform Equipment Division duties. Employees of the Maintenance Division may be required to aid a mechanic and/or make minor repairs, provided that such assignments shall be temporary in point of time and shall not result in any mechanic losing time thereby.

Section 7. Supervision shall not regularly perform bargaining unit work; provided that Supervision may temporarily perform bargaining unit work under circumstances that does not result in loss of time for bargaining unit Employees and/or such circumstances that promote the efficient disposition of the work to be performed. Circumstances allowing supervision to perform bargaining unit work shall include emergencies and demonstration of equipment; provided further that in the event four (4) or more continuous hours of scheduled work becomes available and there is a laid off Employee, if immediately available by telephone, shall be called in to perform such duties.

Section 8. Seniority will be lost and the Employee terminated if the Employee:

- a. Voluntarily resigns or is discharged for cause.
- b. Fails to report for work, after layoff, within five (5) working days from the date the Employee is recalled. Notice of recall may be by telephone call,

confirmed by certified mail to the Employee's last known address. If such recall occurs in excess of six (6) months from the date of layoff, the Employer may grant additional time within which to report for work upon the request of the Employee due to extenuating circumstances within the discretion of the Employer. Any such request shall be made within five (5) days of the date the Employee has been directed to return to work.

- c. Is absent from work for three (3) or more consecutive work days without notifying the Employer.
- d. Does not report back to work by the expiration date of their leave of absence or approved extension thereof.
- e. Accepts other employment while on leave of absence (not including layoff) except as provided in Article XII, Section 6 (a).
- f. Is off the active payroll for a period exceeding twelve (12) months, excepting those situations wherein an Employee is covered by paid sick leave, layoff or military leave provisions, provided elsewhere within this Agreement.

Section 9. This right to re-employment and the continuing seniority rights of any Employee, now or hereafter upon the seniority list, and who now or hereafter is a member of the Armed Forces of the United States, shall accrue seniority as provided by law.

Section 10. In the event an Employee is promoted to a position outside the bargaining unit, the Employee may thereafter request that they be returned to the bargaining unit. No such requests shall be granted unless and until an opening, not otherwise subject to being filled by others in the bargaining unit, is available. Nothing

contained herein shall operate to negate the right of the Employer to return said Employee to their former classification as provided elsewhere in this Agreement. Provided further, that nothing contained herein shall operate to require, upon request of said Employee, the Employer to fill vacancies and/or openings not otherwise intended to be filled.

ARTICLE X - LAYOFF AND RECALL

Section 1. In the event the Employer determines that a layoff is necessary, the Union shall be so notified at least two (2) weeks in advance of such layoff. In the event of layoff Employees with the least seniority shall be laid off first and those with the highest seniority shall be called back first. The right of an Employee to be recalled from layoff based upon seniority shall be equal, in time, to the length of their seniority or thirty six (36) months whichever shall be shorter. In the event of layoff all benefits, except sick and accident benefits, provided an Employee, pursuant to this contract shall remain in force and effect, as to such laid off Employee, for a period of one (1) calendar month following the end of the month in which the layoff occurred. Benefits provided an Employee which require the payment of a premium (except sick and accident benefits) may be continued in force and effect by such laid off Employee beyond the time provided above by the Employee paying the premiums therefore and to that extent such Employee may do so by paying to the Employer the premium due for transmittal to those entitled to such premium. In the event a laid off Employee chooses to continue paying premiums they shall transmit the required sums to the Employer within such time said premiums are due and shall and hereby does hold the Employer harmless from their failure to pay such premiums timely.

Section 2. Layoffs and recalls will be based strictly upon seniority, within Divisions, regardless of classification, provided the senior Employee has the ability to do the work required within such Divisions. An Employee's seniority date shall not be affected as the result of a transfer from one Division to another or change in

classification within the bargaining unit. The senior Employee may enter any classification, within their Division, the duties of which the Employee is capable of performing, or may displace any other Employee with less seniority, provided the Employee has the ability to do the work required, but may make only one bump unless subsequently again laid off. Employees will be returned to their own Division before any other laid off Employees with less seniority in the classification from which the senior Employee was laid off are recalled by said Division. Employees who exercise their seniority under this section will be paid at the rate of the job they are assigned to, not less than the highest rate attained by the Employee when previously in the classification assigned to, or less than a rate in the same relative position within the range as they held in the classification prior to their promotion, to the one from which the Employee was laid off.

Section 3. An Employee who is hereafter promoted to a position outside the bargaining unit and is thereafter laid off due to a reduction in work force, can return to a position within the bargaining unit under the following circumstances and conditions:

- a. That the Employee was and had been continuously employed by the Employer since said Employee left the bargaining unit.
- b. Time spent outside the bargaining unit will not be considered as time worked for the purpose of eligibility to return to the bargaining unit provided further that time spent outside the bargaining unit shall not be considered for the purpose of exercising any rights relating to job preference within the bargaining unit.
- c. That the Employee, subject to (b) above has accumulated sufficient seniority to enable him/her to replace an Employee within the bargaining unit with less seniority.

- d. Employees exercising their rights hereunder shall be limited to returning to either Equipment Operator I or Mechanic I classifications, whichever is applicable to the Employee.

- e. Employees exercising their rights hereunder shall be restricted from exercising their seniority rights in applying for positions within the bargaining unit for a period of one (1) year from the time said Employee returned to the bargaining unit.

Section 4. In the event of a layoff and upon the request of the Employee, the Employee's unused vacation time and personal time will remain to their credit for not to exceed six (6) months. Thereafter the value of such benefits shall be paid to each Employee at the rate in existence at the time of layoff. If the Employee does not make such request the value of said benefits referred to above shall be paid by the Employer as soon as possible following the layoff.

ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. The Employer will make every reasonable effort to see that Employees who indicate they would like the opportunity to receive equal opportunity to be assigned to temporary openings within a higher classification within their Division as they occur so that they will have this experience when vacancies occur. Other things being equal, the Employer will observe seniority in the filling of such vacancies.

Section 2. In recognition of the situation wherein Employees within the same classification may be funded from different sources it is further provided that the bidding procedure herein described shall be limited to Employees who are funded from the same source as the position for which bids are invited. Upon the Employer inviting bids for a vacancy or job opening and the posting procedure reaches a stage wherein no bids are received from qualified bidders for a given position, the vacancy or job

opening will then be filled by the low seniority Employee within the same funding source from a District of the Employer's choice.

- a. When the job opening is in a lower rated classification, the above provisions will apply only in instances in which the Employee can show, supported, if required by the Employer, by a certificate from a doctor designated by the Employer, that there are urgent physical reasons for changing to such classification.
- b. Employees who are placed in a lower classification on the basis of the selection or who are transferred within the same classification shall not make any further request to change classifications for a period of one (1) year from the date of reclassification.
- c. Promotions to the classification of Mechanic II from Mechanic I are not subject to the provisions of this section and may be made at the discretion of the Division Head whenever he is satisfied that the Employee has the necessary qualifications.

Section 3. Vacancies and job openings in a division will be posted in each Division and District Headquarters location of that Division for a period of at least five (5) consecutive working days before being permanently filled. Position openings shall include classification of position, district location (garage) and qualifications required to fill said position. During the posting period, Employees within the classification posted, who desire to be considered for said vacancies or job opening, shall notify their Division manager, in writing, of such desire.

After the posting period, if requests as indicated above are received, the Employer will fill the position within ten (10) working days by assigning the highest

seniority Employee having filed his or her request as provided above; providing however said Employee shall have the ability to perform the work required.

Nothing contained herein is intended to mean and/or infer that requests to fill vacancies and/or job openings may be made by others than those occupying the same classification as the position vacant or open. Further, nothing contained herein is intended to reflect upon or amend the language as provided in Article XI, section 6 of this Agreement.

Posting for promotional purposes shall be designated as such and shall be processed separate and apart from the above transfer language.

Section 4. Temporary absences of Employees due to sickness, or vacations of any duration, or personal leaves of absences not exceeding thirty (30) days, will not be considered as creating a vacancy, and supervision may designate a substitute during such absences. In the event such a leave exceeds thirty (30) days, such vacancy may be filled temporarily for not to exceed thirty (30) work days. Any Employee who fills a vacancy in a higher classification as a temporary substitute in excess of fifteen (15) days, shall upon the sixteenth (16th) work day commence receiving the rate of pay agreed upon for the classification to which the Employee is assigned. Employees who accept such assignments for training and/or orientation purposes shall not be entitled to the provisions cited herein until such time as their immediate supervisor approves their ability to perform beyond the training and/or orientation stage.

Section 5. Upon promotion to a higher rated classification, the Employee will be on probation for the first sixty (60) days and may be removed from said classification at any time during such period if the Employer finds the Employee is not qualified. In such case, the Employee will be returned to their former classification, without prejudice, at the rate they were previously paid.

Section 6. Transfers from one Division to another may be made at the option of the Employer if the Employee consents, but such transfers will not be subject to the bidding procedure. Employees may refuse such transfer or promotion without loss of seniority.

ARTICLE XII - LEAVES OF ABSENCES

Section 1. Bereavement Leave. An Employee shall be granted a leave of absence of three (3) days without loss of pay upon the death of the Employee's spouse, children, father, mother, step-parents, brother, sister, grandchildren, step-children, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law for the purpose of making funeral arrangements and/or attending the funeral. An Employee may be required to substantiate deaths occurring outside Genesee County.

Upon request, an Employee may be granted a leave for the purpose of attending a funeral out of state, said leave to be without pay, provided, however, that the Employee may charge said leave to vacation time.

Section 2. Jury Duty Leave. The Employer will pay any Employee who serves on jury duty, or who has been called in to the courts for such purposes, at his regular hourly rate for the hours required each day, not to exceed eight (8) hours. The Employee shall reimburse the Employer to the extent of jury duty pay received from the Court. The Employee shall be required to notify the Employer of the hour they have been directed to appear and of the hour they have been released from such duty. The Employee shall report for work in the event they shall be directed to appear from and after 10:00 a.m. and shall upon reporting for work be thereafter released within a reasonable time to enable such Employee to report as directed by the Court. In the event the Employee reports for jury duty or is called in to court for such purposes they

shall notify the Employer upon being released and shall, if directed by the Employer, report for work for the balance of their regular shift.

Section 3. Education Leave.

- a. Leaves of absences without pay may be granted to Employees wishing to further their education in a job related field. Such Employees shall be eligible to apply for educational leave after having completed one (1) year of service.
- b. Educational leaves may be granted for a maximum of two (2) years. This leave may be extended by mutual agreement to both parties.
- c. Employees will not accrue seniority or maintain other benefits while on educational leave.
- d. Employees will not be eligible for Educational Reimbursement while on educational leave.

Section 4. Personal Leaves.

- a. A personal leave of absence without pay may be granted Employees for legitimate personal reasons by the Division Head.
- b. Employees will be granted a personal leave only if they have used all their personal time. Employees with vacation time available may take a personal leave without pay. The Division Head however, may disapprove such requests for record keeping purposes.

- c. Personal leaves, for other than family and medical leave, shall not exceed thirty (30) days and shall be arranged so that the number of Employees absent at any one time from any one work group will not interfere with the necessary and efficient operation thereof. Personal leaves for family and medical leave pursuant to the Family and Medical Leave Act of 1993, shall not exceed twelve (12) weeks in a twelve (12) month period.
- d. Seniority Employees shall continue to accrue seniority and benefits while on personal leave. Those Employees eligible to receive insurance benefits shall continue to receive those benefits while on personal leave.
- e. The division head in considering requests for personal leave will take into consideration the nature of the reason for the request. Priority among those who apply shall be given to those Employees requesting personal leave for family illness or emergency type situations.

Section 5. Employment during leaves of absence. Employees shall not engage in employment during personal leaves without pay excepting in the event such personal leave without pay is granted on account of illness and/or is granted as an educational leave said Employee may acquire outside employment provided that:

- a. In the event of educational leave the Employee is enrolled at an accredited institution.
- b. In all cases enumerated above the Employee shall be required to request permission for outside employment prior to accepting and/or engaging in said outside employment which said request may or may not be granted at the discretion of the Employer.

- c. In the event of educational leave and in recognition that the purpose of an educational leave is to be enrolled, primarily, in educational programs, an Employee, if outside employment is approved, shall not work in outside employment in excess of two (2) times the number of hours spent in such educational program.

Section 6. Military Leave. Whenever Employees who are members of the National Guard or military reserve are required by the government to leave their work for training purposes, they shall be entitled to a leave of absence from their annual vacation leave, for the period of time [not less than one (1) day or more than two (2) calendar weeks in any contract year] during which they are engaged in such active defense training. Such Employees will be paid the difference between the gross daily military pay and a sum equal to eight (8) times the Employee's regular hourly rate for each day of such absence (not including riot duty), not exceeding ten (10) working days per year.

Section 7. Union Business. Upon written request by an authorized officer of the Union, the Employer will authorize members of the committee and the President of the Local, if an Employee of the Employer, to be absent from their job without pay, for not exceed five (5) consecutive working days for the purpose of handling Union business. Further, the Employer, upon such written request, will authorize not to exceed two (2) Employees who have been elected as a delegate to a convention of the Union to be absent from his job for not more than ten (10) regular work days for the purpose of attending such convention, providing the following conditions are met:

- a. The Union recognizes that the Employer's responsibility to adequately serve the public is of paramount importance. Accordingly, it is necessary that the Employer will have adequate notice of such requests and the Union agrees that the Employer has the right to request the Union to submit alternate names of Employees, if for a sufficient reason the

Employer believes that a particular Employee or Employees cannot be released from duty.

Section 8. Union Leave. Upon written request by an authorized officer of the Union, the Employer will authorize the absence, without pay, of Employees who have been elected or appointed by the Union to do work for the Service Employees Union and related strictly to the activities thereof. Such leaves will be for a maximum period of two (2) years and will be renewed for like period only by mutual agreement of the parties hereto. No more than one (1) Employee may be absent on such leave at one time and an Employee on such leave who desires to return to the active payroll must give the Employer at least ninety (90) days advance notice in writing. Upon their return, the Employee, if still physically qualified, will be returned to the classification they left at their rate at the beginning of the leave. Seniority will accumulate during such leaves, but this shall not be the basis of acquiring other benefits under this Agreement.

Upon an Employee of the Genesee County Road Commission being elected to the Retirement Commission, the Employer will authorize with pay the Employee to attend meetings, conferences, conventions and seminars held during the regular work day. Said meetings must be called, and/or approved by the Retirement Commission.

ARTICLE XIII - PERSONAL DAYS AND SICK AND ACCIDENT INSURANCE

Section 1. Paid Sick Leave.

- a. Each eligible hourly rated Employee shall be credited, on January 1, of each year with five (5) work days of sick leave. As to new Employees, such credit will be prorated as of the date of hire, provided, however, that said sick days may not be taken until said Employee has completed their probationary period. The use of such days will not be restricted.

- b. Such sick leave shall be non-cumulative. The Employer shall pay, to each eligible Employee who has completed their probationary period, for any personal day request the Employer denied, if not used at some time during the year, if the denial would lead to a situation where the personal time would be lost if not cashed in at the end of the year, or if an Employee is on extended sick leave or any extended leave of absence or upon termination of employment.
- c. In case of absence due to illness, the Division Manager may, if he deems it advisable, require the Employee to submit to a physical examination by the Employer's doctor. The Employer will pay for any such examination which it requires.
- d. To assume timely payment, it shall be the responsibility of the Employee to make signed application for paid sick leave on forms prepared by the Employer, not later than the day on which the Employee returns to work or the end of the pay period for which they request payment of paid sick leave, whichever is sooner.

Section 2. Sick and Accident Insurance. The Employer shall provide, each regular hourly rated Employee, upon completion of their probationary period and at no cost to the Employee, sick and accident insurance coverage which shall provide no less than the following coverage:

1. Benefits payable as of the first day of lost time due to an accident, whether job related or not.
2. Benefits payable as of the eighth (8th) calendar day of lost time due to illness whether job related or not.

3. Benefits equal to sixty six and two thirds percent (66 2/3%) of the Employee's regular gross wage.
4. Benefits payable, assuming continuing entitlement, for not to exceed eighteen (18) months from date of injury or illness. Periods of absence for the same illness or injury, separated by fewer than sixty (60) calendar days, shall be considered one period of disability for purposes of eligibility for benefits. Any unexcused and/or unpaid absence(s) from work during said sixty (60) day period, shall extend the period by the length of such absence(s).
5. To assure timely payment it shall be the responsibility of the Employee to make signed application for such benefits on forms provided by the insurance carrier and available from the Employer.
6. Employees on sick and accident insurance coverage shall be eligible for holiday pay equal to sixty six and two thirds percent (66 2/3%) of the Employees regular gross wage.

Section 3. Periods during which an Employee is on paid sick leave, paid vacation, or is receiving payments under the Worker's Compensation Act will be counted as time worked for the purpose of accumulating vacation credit only for the first six (6) months of absence.

ARTICLE XIV - WORK DAY AND WORK WEEK

Section 1. The work day for any Employee covered hereby begins at midnight and runs for twenty four (24) hours thereafter. The starting time of all shifts will be at such time as the Employer shall designate. Notice will be posted two (2) weeks in

advance of seasonal changes made in the starting times of both of the primary first and second shifts.

Section 2. The work week will commence at 12:00 midnight Friday and continue for one hundred sixty eight (168) hours thereafter. Second shift Employees will be paid a shift premium of three percent (3%) per hour and will work eight and one-half (8 1/2) hours including a one-half (1/2) hour unpaid lunch period.

Section 3. Shift schedules, whether continuous or otherwise, may be made and changed, but split shifts will be established only in emergencies. Work performed on any part of a split shift will not be considered as a call-in.

Section 4. Employees who are required to report at the beginning of a supplementary regular scheduled shift, which begins prior to or after the shift to which they are then assigned, will be notified as far in advance as possible, but not later than the day before their assignment to the new shift.

Section 5. Employees to be absent from, or late for reporting to work at the beginning of their scheduled starting time, shall notify their Division Manager or immediate supervisor by telephone or other means before the beginning of their scheduled starting time.

Section 6. Shift preference will be determined by seniority within the bargaining unit provided the Employee is in the same classification and provided the Employee has the ability to perform the work required at the time. Request for changes shall be submitted prior to December 1, of the preceding year and will take effect the first full pay period in the year or as soon as possible thereafter. Shift preference may be exercised in the event of vacancy without regard to time limits in "one" above and provided an Employee has the ability to perform the work required at the time. A request for any shift change must be submitted in writing to the Personnel Office. Shift

changes may be made by mutual agreement between the Employee and the Division Head if they work within the same Division.

ARTICLE XV - WAGES AND RATES

Section 1. The classifications and rates of pay therefor, shall be as set forth in Schedule A, attached hereto and made a part hereof.

Section 2. The advancement of Employees covered by this Agreement from starting to top rate in any classification shall be governed by the wage progressions stated in Schedule A.

Section 3. Any Employee called out to work outside their regular working hours shall receive a minimum of two (2) hours pay at the appropriate overtime rate as outlined in Article XVI, Section 1. Said time shall commence at the time of punching in.

It is recognized that occasions occur wherein an Employee will be at their garage before their starting time and is there of their own volition. In such instances occasions arise wherein the Employer will ask the Employee if they wish to perform some task and the Employee indicates they will. In such event the Employee shall be paid at the rate of time and one half only for the time actually worked. Such instances shall not be considered as a call-in.

It is further recognized and agreed that call-in pay shall not apply to an Employee who has punched out but is still on the premises and is requested to perform a particular task. In such instance, they shall be paid at the rate of time and one half for time actually worked. In such instances such time shall be considered as ordinary overtime and not call-in.

Section 4. In the event an Employee's check contains an error and such error was caused by the Employer's error or inadvertence and such error is equal to at least one (1) day's pay, such error shall be corrected within four (4) working days.

ARTICLE XVI - OVERTIME

Section 1. All Employees covered hereby shall be subject to call for overtime work and shall report for such work when directed to do so. In case of illness, and for other good and sufficient reasons, an Employee will be excused by their immediate supervisor. Overtime work will be compensated on the following basis:

- a. Time and one half for all hours worked outside the normal shift. Time and one-half for work performed on the following days as such: Saturdays, and the day on which a listed holiday is legally celebrated when not the actual date thereof. Time and one half for work performed on compensatory days off under Article XVIII (Holiday Pay), Section 1 (b) and (c). Double time for work performed on the actual date on which a holiday falls. Double time for Sunday.
- b. Supervision will make every reasonable effort to notify Employees as far as possible before the end of the shift when they are to work overtime.

Section 2. The Union recognizes that the nature of the Employer's work and the seasons during which it must be performed are such that temporary Employees are necessary during the peak period in the summer months. The Union further recognizes that it is necessary to use such temporary Employees on work where they can be closely supervised in order to obtain their optimum use, including, particularly, construction work which may involve overtime work. The Employer, for its part, agrees that it will be its policy, without prejudice to its requirements under the foregoing principals, to use as many regular Employees on such work as is practicable when

such assignment does not interfere with other work to be performed. However, on Saturday, Sunday, holidays and emergency call-ins, the Employer will offer same to available regular Employees who regularly report to the Department location that the work is to be performed from in preference to temporary Employees thereof. Overtime assignments under this section shall be subject to the grievance procedure where the Employee claims that the intent of this section has been violated.

Section 3. Overtime hours will be equalized to the fullest extent practicable within District. For the purpose of this Section, Districts and Divisions are referred to are as follows:

Equipment Division Districts	Maintenance Division Districts	
1 Machine Shop	1 Atlas	6 Signal Technician
2 Automotive - First Shift	2 Bridge Crew	7 Sign Shop
3 Automotive - Second Shift	3 Linden	8 State Trunk Lines
	4 Montrose	9 Swartz Creek
	5 Otisville	

Each Maintenance Foreman or Equipment Foreman will endeavor to equalize overtime on a fair and equitable basis by offering overtime to the Employee with the least overtime hours previously offered; the intent being to offer overtime on as equal basis as possible. The Employer shall, after each pay period, post an accounting of overtime offered and overtime worked as to each Employee. Between these postings an Employee's record of overtime offered and worked or not worked may be reviewed by a union officer or steward upon request.

Section 4. If it has been agreed that an Employee was not offered overtime properly, barring a hazardous situation, the Employee will be made whole for the loss of overtime

hours, or will be monetarily compensated, within the next pay period after the agreement has been reached.

ARTICLE XVII - VACATIONS

Section 1. Vacation time will be computed from the Employee's last hiring date.

Section 2. Vacation leave with pay will not be granted to any Employee who has not completed at least one (1) year of continuous employment.

Section 3. Vacation leave with pay will not be granted before vacation time has been earned.

Section 4. Employees will be credited with vacation time equivalent to two (2) regular work weeks at the end of each year during their first four (4) years of employment. After each subsequent year of employment up through nine (9) years Employees will be credited with vacation time equivalent to three (3) regular work weeks. After nine (9) years of employment, Employees will be credited with vacation time equivalent to four (4) regular work weeks. After eighteen (18) years of employment, Employees will be credited with vacation time equivalent to five (5) regular work weeks. It shall be permissible for an Employee to carry vacation time from one year to the next year provided such carried over vacation time shall not exceed the time allowed for one (1) year.

Section 5. On the last regular work day of each year, Employees may apply for payment of any vacation or personal time request that the Employer denied, if not used at some time during the year, if the denial would lead to a situation where vacation or personal time would be lost if not cashed in or used.

In the event an Employee is on extended sick leave or any extended leave of absence, vacation time may be cashed in at the end of the year if the sick leave or any extended leave caused a situation where vacation or personal time would be lost if not cashed in or used.

Section 6. Paid holidays falling within a paid vacation will not be charged against earned vacation time.

Section 7. Vacation Leaves. Requests for vacation shall be made upon forms provided by the Employer and shall be made within not less than two (2) working days of the time requested. Requests for vacation shall be deemed to have been approved if not disapproved within two (2) working days of the request. Requests for vacation shall be subject to the following:

- a. In case of emergency, when no advance application is possible, the Employee shall make such application as soon as possible.
- b. Employees shall be permitted to choose either a split or entire vacation. Such vacations shall be so arranged and granted that the Employee's absence from any department will not interfere with the necessary and efficient operations thereof. Subject to the foregoing, the Employee shall have the right to choose the time of their vacation, but, if two or more Employees within the same department make simultaneous request for the same vacation time, the senior Employee shall receive preference.
- c. Vacation leaves may be taken in increments of no less than four (4) hours. All vacation leave must be requested and approved in advance. No vacation leave may be taken without the prior approval of the Employee's supervisor and Division Head.

Section 8. Vacation pay will be paid to terminated Employees on the following basis:

- a. Vacation pay, accumulated to the end of the month preceding the month in which an Employee quits or is discharged, will be paid to him in a lump sum; but said payment will not be made unless the Employee, on the day they quit or was discharged, turned over to the Employer all keys, tools, identity cards and other property in their possession belonging to the Employer.
- b. Vacation pay, accumulated to the end of the month preceding the month in which an Employee retires will be paid to them on the next regular paydays until exhausted and their employment shall be deemed as terminated when the period covered by their vacation payment ends.
- c. Vacation pay, accumulated to the end of the month preceding the month in which an Employee dies, will be paid in a lump sum by issuance of a check payable in the name of the Employee. The Employer accepts no responsibility with respect to the authority of any person to cash such check. An Employee may file with the Personnel Director a sworn statement as provided by law authorizing such vacation be paid to a beneficiary or designee of the Employee's choice.

ARTICLE XVIII - HOLIDAY PAY

Section 1. All regular and probationary Employees shall be eligible to receive holiday pay under the following regulations:

- a. The following days will be considered holidays:
New Years Day, the last scheduled workday before New Years Day,
President's Day, Good Friday, Memorial Day, Independence Day, July 5th
or the next scheduled work day after Independence Day, Labor Day,

Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and the last scheduled workday before Christmas. For the purpose of this Agreement, Veterans Day shall be considered to fall on the fourth (4th) Monday in October of each year.

- b. When a listed holiday falls on Saturday, Employees will be given a compensatory day off on the last regularly scheduled workday preceding such holiday.
- c. When a listed holiday falls on Sunday, Employees will be given a compensatory day off on the following Monday.
- d. Employees working on a holiday, subparagraph a, will be paid as provided in Article XVI for hours worked in addition to any holiday pay for which they are eligible.
- e. To be eligible for a paid holiday, the Employee must work the last preceding workday before a holiday and the first succeeding workday after a holiday or be on an approved paid leave of absence if absent on either of said days.
- f. In the event an Employee is recalled from layoff status and they either were paid the value of accumulated leave credits at their request, or have been paid the value of accumulated leave credits pursuant to Article XVII, Section 8, and said Employee requests approved leave either the day before or the day after a holiday, and has no accumulated leave credits to which said day before or day after the holiday may be charged, the Employer may approve said day before, or day after, said holiday for the purpose of qualifying said Employee for holiday pay.

It is the intent of the parties that the language herein provided for shall apply only to Employees having been recalled from layoff status and who at the time of the occurrence of a holiday have no accumulated leave credits and shall be limited to the period of time between recall and the following January 1st of the parties that said Employee may request approval leave for either the day before or the day after a holiday but not both.

ARTICLE XIX - HOSPITALIZATION AND INSURANCE

Section 1. The base plan of health insurance will be the Blue Cross/Blue Shield Preferred Provider Plan with five dollar (\$5.00) prescription co-payment. The Employer shall have the right to substitute carriers or be self-insured provided the coverage is equivalent. The Employer will pay the cost of said coverage for the Employee and their dependents and/or spouse. Should an Employee elect coverage under any other plan than the Employer's base plan said Employee shall pay the differential between said coverage and that provided by the Employer. No payment will be made to any Employee if alternate coverage is less costly than the Employer's base plan.

Retirees, and their dependents, will be covered under the above plan to the extent permitted by said plan.

- a. It is understood that should any Employee's spouse or retiree's spouse be eligible for health care coverage that would include the Employee or retiree that the Genesee County Road Commission shall not be obligated to provide health insurance coverage under the provisions of this Article, if such coverage is equivalent to that provided by the Employer.
- b. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise,

which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

- c. The Employer shall make available to Employees who apply for it, a Dental Care Policy and shall pay the monthly premium for each Employee covered not to exceed forty dollars (\$40.00) per month. In the event such premium exceeds forty dollars (\$40.00) per month, at such time the Employer and Employee covered shall share equally all sums in excess of forty dollars (\$40.00) and in such event the Employee herewith authorizes payroll withholding to the extent of one-half (1/2) of premium cost in excess of forty dollars (\$40.00) per month. As soon as possible, after signing this Agreement, the Employer will raise the Class III Dental Benefits to \$2,000.

Section 2. The Employer now makes available to Employees a two thousand dollar (\$2,000.00) life insurance policy during active employment which provides a minimum guaranteed paid up value of five hundred dollars (\$500.00) at retirement, in accordance with the terms of the policy and under the terms described in memorandum to regular hourly-rated Employees dated December 29, 1960. Likewise, the Employer also makes available to such Employees an additional group term life policy in the amount of twenty five thousand dollars (\$25,000.00).

Section 3. The Employer will make available for all future hourly-rated retirees a five thousand dollar (\$5,000.00) term life insurance policy upon retirement.

ARTICLE XX - GENERAL

Section 1. Bulletin boards shall be erected in all garages for the use of the Employees who shall be provided with keys for same. Bulletin boards shall be used for posting notices of bona fide Employee activities only. No such notices shall be posted elsewhere on Commission premises. All such notices which are not signed on the fact thereof by an authorized Union official may be immediately removed. In no case shall advertising, political, obscene or scurrilous printed or written matter be placed on any bulletin board.

Section 2. A reasonable length of time shall be granted Employees to clean up before the end of the day.

Section 3. Bituminous Distributor Operators will purchase their own heavy gauntlet-type gloves and, in the same manner, will be reimbursed for not to exceed two (2) pairs per year. Such reimbursement will be made in the month following the month in which such purchases are made and such bills and receipts must be submitted within ten (10) days of purchase. Reimbursement will be at cost to the operator, not to exceed two dollars and seventy five cents (\$2.75) per pair of gloves.

Section 4. If the job requires the Employee to wear or otherwise use certified safety equipment such as, safety glasses, hard hats, steel toe caps, gloves, aprons, etc., the Employer will provide said equipment. When issued to the Employees, the Employee will sign for said equipment and shall be responsible for the equipment.

- a. The Employer will replace said equipment whenever it can be substantiated by the Employee beyond reasonable doubt that the damage to the equipment did in fact occur on the job, and was beyond the Employee's control and involved no negligence whatsoever on the part of the Employee. It shall be the responsibility of the Employee to establish

these conditions to the appropriate department head who shall then recommend for or against replacement by the Employer. Personal safety equipment damaged or lost through negligence of the Employee will be replaced by the Employer with payment by the Employee.

- b. Employee claims for damages to glasses other than safety glasses while on duty will not be honored.
- c. The Employee will be responsible for all charges for eye examinations. The Employer agrees to pay for prescription safety glasses which will be replaced as the Employee's prescription changes.
- d. Cost of maintaining the safety equipment unless specifically excluded above shall be paid by the Employer.
- e. The safety education training office shall inform the Employees of those work areas and types of jobs which require certified safety equipment.

Section 5. All regular hourly rated Employees shall be given an adequate supply of gloves made of heavy duty cotton flannel to be distributed on January 1, of each year. Gloves shall be distributed to newly hourly rated Employees prorated in relation to hire-in date.

Section 6. Employees who operate the sand blast machine are required to rent or purchase safety shoes for such use and will be given an allowance of up to sixty dollars (\$60.00) for the six (6) months between April 15 and October 15. Such Employees who submit receipts, (bearing a date within the reimbursement period) evidencing such rental or purchase, will be given reimbursement for same as provided in this Section.

Section 7. The Employer will provide a coverall/uniform service for all mechanics in the Equipment Department and bituminous distributor operators engaged in tarring projects. The bituminous distributor operators shall wear the coveralls/uniform during all tarring projects.

Section 8. Mechanics-Tool Allowance. Mechanics who establish to the Division Head that they possess and use, in the course of their employment, tools having a value of at least three hundred dollars (\$300.00) at current replacement cost will be given reimbursement for new tools purchased by them, on a semi-annual basis, on January 1, and July 1, of each year, of up to one hundred twenty five dollars (\$125.00) for each six (6) month period ending with the semi-annual reimbursement date, payable upon presentation of receipts dated within the reimbursement period. The Division Head may verify at any time that the mechanic possesses the tools purchased by him/her and the total value of all their tools.

Section 9. The Employer will not issue pay checks earlier than the last fifteen (15) minutes of the shift on Thursday every other week. If the accounting division should be unable to have the checks ready at that time, the checks will be delivered within the last fifteen (15) minutes of the shift on Friday. Provided, however, that an Employee on an approved leave of absence may request and receive, if available, their pay check at any time during the work day.

Section 10. The Employer agrees to make all reasonable provisions for the safety and health of its Employees during the hours of their employment. The Union agrees to attempt to instill in each Employee, by all reasonable means, the realization of their responsibility to himself/herself, their fellow Employees and the Employer, in the prevention of accidents.

- a. Any Employee who observes a condition of work or equipment which they believe to be unsafe, should report the same immediately to his

lasting longer than thirty (30) days, an Employee's seniority date, benefit accrual rates and benefit dates will be adjusted forward to take into account the length of the Employee's absence, provided, however, that the Employee shall be given credit on their seniority date and benefit eligibility date for the first thirty (30) calendar days of the Employee's absence.

Section 5. The Genesee County Road Commission will attempt to set up a Defined Contribution Retirement Plan. Current Employees will have the option to enter, and will be provided two ninety (90) day windows of opportunity in which to elect, this Defined Contribution System of the Genesee County Retirement System. The first window will be as soon as the plan is implemented. The second will be eighteen (18) months thereafter. In this plan, the Employer will contribute exactly 15% of the Employees gross wages. The Employee will contribute either a 3% or 5% contribution rate, which will be determined by the vote of the union membership. It is not the intent of Employer to make the Defined Contribution Retirement Plan mandatory for any Employee hired prior to August 31, 1996, at this time, or at any time in the future. Any Employee hired after this contract is ratified, shall be placed in the Defined Benefit Plan until such time the Defined Contribution is in place. However the maximum contribution of the Employer shall be 15%. The Defined Contribution Retirement Plan shall be subject to applicable IRS rules and the terms and conditions of the Plan Administrator and shall be IRS qualified prior to implementation. The Union shall be informed of the selection of the Plan Administrator and development of the Plan Document. After the Defined Contribution Retirement System is in effect, all persons hired after the ratification of this agreement will be placed in this portion of the Genesee County Retirement System, with either a 3% or 5% contribution rate. (This rate as determined by vote of the union membership). The Employers portion will be exactly 15% of the Employee's gross wage.

Section 6. Employee Hired Prior to Ratification Who Choose The Defined Contribution Plan - Current Employees will have the initial opportunity to "roll over"

their asset value from the Defined Benefit (Old Plan) to the Defined Contribution Plan (New Plan) as soon as it is implemented. Once an Employee has entered the New Plan, they will not be allowed to return to the Old Plan.

Actuary

The Employer will use an independent actuary to perform an actuarial evaluation to determine the asset value of each Employee in the Old Plan. Each Employee will be informed in writing of the amount of money that would be "rolled over" into the New Plan and into their personal retirement account.

Information

The Employer will provide Employees with the necessary time and information to make an informed, educated choice of remaining in the Old Plan or rolling over into the New Plan. Investment consultants will be available at designated times during and after regular work hours for educational purposes.

Vesting

This means ownership of the assets of the Employees personal retirement account which includes Employee contributions, Employer contributions and investment earnings. Employee's hired prior to the ratification of this Agreement shall be one hundred percent (100%) vested immediately. This means that the Employee will receive the full value of Employee contributions, Employer contributions and investment earnings on their personal retirement account with no waiting period. Employees hired after ratification of this agreement shall be vested on Employer contributions and investment earnings according to the following schedule:

Completed Years of Service	Percent Invested
Two (2) Years	25%
Three (3) Years	50%
Four (4) Years	75%
Five (5) Years	100%

An Employer paid long term disability insurance will be available to Employees electing Defined Contribution Retirement.

The Employer will attempt to design an optional program to allow an Employee with twenty five (25) years of service to have a "Drop Clause". This clause will allow Employees and Employer to discontinue payments to the Retirement System and have a defined amount placed in another Defined Contribution Plan for either three (3) or five (5) years. The Employee will select an investment option of their choice.

It is agreed that any future changes in the Defined Benefit Plan initiated by the Genesee County Road Commission must first be approved by a majority vote of the Employees who are in the Defined Benefit Plan, and likewise for the Defined Contribution Plan.

ARTICLE XXIV - TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of the date of signing by the Board of Genesee County Road Commissioners, and shall remain in full force and effect without change, addition or amendment from the date of signing by the Board of Genesee County Road Commissioners, through August 31, 2001, and shall automatically renew itself from year to year thereafter, provided that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to August 31, 2001.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and agents this 25th day of March, 1997.

THE BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY OF
GENESEE, MICHIGAN

SERVICE EMPLOYEE
INTERNATIONAL UNION,
LOCAL 79, AFL-CIO

William C. Ayre
William C. Ayre

Bryce Lane
Bryce Lane

Manager-Director/Personnel Director

Business Representative

Galen Jamison
Galen Jamison, Chairman

John Bennett
John Bennett, Chairman

John Epps
John Epps, Vice-Chairman

Terry Nix
Terry Nix, Vice-Chairman

John C. Austin
John C. Austin, Member

Scott Pierson
Scott Pierson, Recording Secretary

3-25-97
Date

Clinton Brisbane
Clinton Brisbane, Chief Steward

Paul Policicchio, SEIU President

CLASSIFICATION AND RATES

Two (2) new classifications, Equipment Operator and Utility Person, are hereby created.

A. Equipment Operator

Section 1. Forty percent (40%) of all Employees classified as Equipment Operators (EO; EO I; or EO II) will hold this classification at all times.

Section 2. This classification will end with a pay rate of \$1.00 per hour less than an Equipment Operator I.

Section 3. All Employees classified as an Equipment Operator I and Mechanic I at the date of signing of this Agreement, will be promoted, if requested, to Equipment Operator II and Mechanic II. This opportunity will be offered for the first ten (10) days after the signing of this agreement. Subsequent promotions to Equipment Operator II or Mechanic II shall follow the promotional procedure found in Article XI of this Agreement.

Section 4. Layoffs and recalls for this classification shall follow the proper provisions of Article X of this Agreement.

Section 5. There will be no further promotions or demotions to the Equipment Operator I classification.

Section 6. An Employee will be assigned as an Equipment Operator Floater. This Employee will be assigned to whichever District management determines as necessary.

B. Utility Person

Section 1. This classification will replace the Laborer/Custodian classification and will end with a pay rate of \$1.00 less per hour than a Laborer/Custodian. Current Employees in the Laborer/Custodian position will be allowed to remain in their position. However, all new hires to this classification will be titled "Utility Person."

SCHEDULE "A"

A part of this agreement between Genesee County Road Commission and the Service Employees International Union, AFL-CIO, and Local 79 thereof, dated March 25, 1997.

CLASSIFICATION AND RATES

The following basic hourly rates of pay are established for all Employees covered by the Agreement effective at signing:

SCHEDULE "A"

The following basic hourly rates of pay are established for all Employees covered by the Agreement effective at signing:

CLASSIFICATION	START	3 MO	6 MO	12 MO	18 MO	24 MO	30 MO	36 MO
Utility Person (new classification)	\$11.63		\$12.46	\$13.29	\$14.12	\$14.95	\$15.78	\$16.61
Labor/Custodian (current Employees)	\$16.56	\$16.87	\$17.23	\$17.61				
Equipment Operator (new classification)	\$12.22		\$13.09	\$13.97	\$14.84	\$15.71	\$16.59	\$17.46
Equipment Operator I (current Employees)	\$17.08	\$17.45	\$17.83	\$18.46				
Equipment Operator II (hired after 8-31-96)	\$13.12		\$14.06	\$15.00	\$15.94	\$16.87	\$17.81	18.75
Equipment Operator II (current Employees)	\$17.39	\$17.77	\$18.18	\$18.75				
Mechanic I (hired after 8-31-96)	\$12.92		\$13.84	\$14.77	\$15.69	\$16.61	\$17.54	\$18.46
Mechanic I (current Employees)	\$17.08	\$17.45	\$17.83	\$18.46				
Mechanic II (hired after 8-31-96)	\$13.78		\$14.77	\$15.75	\$16.74	\$17.72	\$18.70	\$19.69
Mechanic II (current Employees)	\$18.33	\$18.77	\$19.22	\$19.69				
Signal Electrician (hired after 8-31-96)	\$13.78		\$14.77	\$15.75	\$16.74	\$17.72	\$18.70	\$19.69
Signal Electrician (current Employees)	\$18.33	\$18.77	\$19.22	\$19.69				

Definitions of Classifications

Equipment Operator I	Bridge Crew* and all other than specified in Equipment Operator II
Equipment Operator II	Loader-3yds. or over, wreckers, Gradalls, Shovels, Motor Graders Tractor-backhoes 1/2 yd. or over and Shoulder Machine
Mechanic I	Shall have completed an Automotive Apprenticeship and be able to repair completely at least one type of motor vehicle.
Mechanic II	Able to perform all phases of repair work as may occur in this Division in a competent & skilled manner.

SCHEDULE "A"

(EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING AUGUST 31, 1998)

CLASSIFICATION	START	3 MO	6 MO	12 MO	18 MO	24 MO	30 MO	36 MO
Utility Person (new classification)	\$11.98		\$12.83	\$13.69	\$14.54	\$15.40	\$16.25	\$17.11
Labor/Custodian (current Employees)	\$17.06	\$17.38	\$17.75	\$18.14				
Equipment Operator (new classification)	\$12.59		\$13.48	\$14.39	\$15.29	\$16.18	\$17.09	\$17.98
Equipment Operator I (current Employees)	\$17.59	\$17.97	\$18.36	\$19.01				
Equipment Operator II (hired after 8-31-96)	\$13.51		\$14.48	\$15.45	\$16.42	\$17.38	\$18.34	\$19.31
Equipment Operator II (current Employees)	\$17.91	\$18.30	\$18.73	\$19.31				
Mechanic I (hired after 8-31-96)	\$13.31		\$14.26	\$15.21	\$16.16	\$17.11	\$18.06	\$19.01
Mechanic I (current Employees)	\$17.59	\$17.97	\$18.36	\$19.01				
Mechanic II (hired after 8-31-96)	\$14.19		\$15.21	\$16.22	\$17.24	\$18.25	\$19.26	\$20.28
Mechanic II (current Employees)	\$18.88	\$19.33	\$19.80	\$20.28				
Signal Electrician (hired after 8-31-96)	\$14.19		\$15.21	\$16.22	\$17.24	\$18.25	\$19.26	\$20.28
Signal Electrician (current Employees)	\$18.88	\$19.33	\$19.80	\$20.28				

Definitions of Classifications

Equipment Operator I	Bridge Crew* and all other than specified in Equipment Operator II
Equipment Operator II	Loader-3yds. or over, wreckers, Gradalls, Shovels, Motor Graders Tractor-backhoes 1/2 yd. or over and Shoulder Machine
Mechanic I	Shall have completed an Automotive Apprenticeship and be able to repair completely at least one type of motor vehicle.
Mechanic II	Able to perform all phases of repair work as may occur in this Division in a competent & skilled manner.

SCHEDULE "A"

(EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING AUGUST 31, 1999)

CLASSIFICATION	START	3 MO	6 MO	12 MO	18 MO	24 MO	30 MO	36 MO
Utility Person (new classification)	\$12.28		\$13.15	\$14.03	\$14.91	\$15.78	\$16.66	\$17.54
Labor/Custodian (current Employees)	\$17.48	\$17.81	\$18.19	\$18.59				
Equipment Operator (new classification)	\$12.90		\$13.82	\$14.75	\$15.67	\$16.59	\$17.51	\$18.43
Equipment Operator I (current Employees)	\$18.03	\$18.42	\$18.82	\$19.49				
Equipment Operator II (hired after 8-31-96)	\$13.85		\$14.84	\$15.84	\$16.83	\$17.81	\$18.80	\$19.80
Equipment Operator II (current Employees)	\$18.36	\$18.76	\$19.19	\$19.80				
Mechanic I (hired after 8-31-96)	\$13.64		\$14.62	\$15.59	\$16.56	\$17.54	\$18.51	\$19.49
Mechanic I (current Employees)	\$18.03	\$18.42	\$18.82	\$19.49				
Mechanic II (hired after 8-31-96)	\$14.55		\$15.59	\$16.63	\$17.67	\$18.71	\$19.74	\$20.79
Mechanic II (current Employees)	\$19.35	\$19.82	\$20.29	\$20.79				
Signal Electrician (hired after 8-31-96)	\$14.55		\$15.59	\$16.63	\$17.67	\$18.71	\$19.74	\$20.79
Signal Electrician (current Employees)	\$19.35	\$19.82	\$20.29	\$20.79				

Definitions of Classifications

Equipment Operator I	Bridge Crew* and all other than specified in Equipment Operator II
Equipment Operator II	Loader-3yds. or over, wreckers, Gradalls, Shovels, Motor Graders Tractor-backhoes 1/2 yd. or over and Shoulder Machine
Mechanic I	Shall have completed an Automotive Apprenticeship and be able to repair completely at least one type of motor vehicle.
Mechanic II	Able to perform all phases of repair work as may occur in this Division in a competent & skilled manner.

SCHEDULE "A"

(EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING AUGUST 31, 2000)

CLASSIFICATION	START	3 MO	6 MO	12 MO	18 MO	24 MO	30 MO	36 MO
Utility Person (new classification)	\$12.52		\$13.42	\$14.31	\$15.21	\$16.10	\$16.99	\$17.89
Labor/Custodian (current Employees)	\$17.83	\$18.17	\$18.55	\$18.96				
Equipment Operator (new classification)	\$13.16		\$14.10	\$15.04	\$15.98	\$16.92	\$17.87	\$18.80
Equipment Operator I (current Employees)	\$18.39	\$18.79	\$19.20	\$19.88				
Equipment Operator II (hired after 8-31-96)	\$14.13		\$15.14	\$16.15	\$17.17	\$18.17	\$19.18	\$20.19
Equipment Operator II (current Employees)	\$18.73	\$19.14	\$19.58	\$20.19				
Mechanic I (hired after 8-31-96)	\$13.91		\$14.91	\$15.90	\$16.87	\$17.89	\$18.88	\$19.88
Mechanic I (current Employees)	\$18.39	\$18.79	\$19.20	\$19.88				
Mechanic II (hired after 8-31-96)	\$14.84		\$15.91	\$16.96	\$18.03	\$19.08	\$20.14	\$21.20
Mechanic II (current Employees)	\$19.74	\$20.21	\$20.70	\$21.20				
Signal Electrician (hired after 8-31-96)	\$14.84		\$15.91	\$16.96	\$18.03	\$19.08	\$20.14	\$21.20
Signal Electrician (current Employees)	\$19.74	\$20.21	\$20.70	\$21.20				

Definitions of Classifications:

Equipment Operator I	Bridge Crew* and all other than specified in Equipment Operator II
Equipment Operator II	Loader-3yds. or over, wreckers, Gradalls, Shovels, Motor Graders Tractor-backhoes 4/2 yd. or over and Shoulder Machine
Mechanic I	Shall have completed an Automotive Apprenticeship and be able to repair completely at least one type of motor vehicle.
Mechanic II	Able to perform all phases of repair work as may occur in this Division in a competent & skilled manner.

A two percent (2%) reduction in the Employee retirement contribution and a Thousand dollar (\$1,000.00) lump sum payment, not rolled into base compensation, payable the first full payroll period after signing of this new contract payable in a separate check. This payment will be subject to standard deductions. This is a one (1) time payment only.

A two percent (2%) reduction in the Employee retirement contribution effective the first full pay period after August 31, 1997, and a Thousand dollar (\$1,000.00) lump sum payment, not rolled into base compensation, payable in a separate check, on the first regular payday following October 1, 1997. This payment will be subject to standard deductions. This is a one (1) time payment only.

A base pay raise of three percent (3%) will be granted on the first full pay period following August 31, 1998.

A base pay raise of two and one half percent (2.5%) will be granted on the first full pay period following August 31, 1999.

A base pay raise of two percent (2%) will be granted on the first full pay period following August 31, 2000.

* During the periods (to be established by the Head of Maintenance Department) when working on bridge repair or maintenance, Employees so assigned will be paid twenty five (25) cents per hour in addition to their regular hourly rates.

- a. The foregoing progression will not preclude the Employer from hiring qualified Employees at any level of the progression, where such Employees are not available within the unit, nor will it preclude paying an Employee who is promoted from one classification to another at any rate within the progression of the higher rated classification, depending on his qualifications.

SCHEDULE "B"LETTERS OF UNDERSTANDINGI. Training.

Management agrees that it is in the best interest of all concerned, including the public, to have adequately trained Employees. To this end, when available seminars and/or workshops are brought to the Employer's attention, the Employer will consider the attendance of the affected Employees at no loss of wages.

II. Hospitalization and Insurance.

The Employer agrees that if it makes a determination that it will self-insure any or all of its health care coverage, including dental coverage, or to substitute present carriers for any such coverage, that it will meet and confer in a committee format with the Union's representatives prior to the implementation of any such changes. The Employer will, if it implements a change in carriers or becomes self-insured, establish equivalent coverage to that previously insured or covered by a different insurance carrier. No Employee, Employee's dependents, retiree, or retiree's dependents shall suffer a loss of benefits or be denied coverage through the Employer's decision to self-insure or select an alternate carrier. Attached to this Letter of Understanding is the Blue Cross and Blue Shield of Michigan certificates/riders (PP) Blue Preferred Plan and the Summary of Dental Plan Benefits from Delta Dental Plan of Michigan which reflect the health and dental plan presently referred to in this collective bargaining agreement. Any self-insurance plan or alternate carrier would incorporate the eligibility and benefit levels referred to in these attached documents.

III. Overtime

It is agreed between the Employer and the Bargaining Unit that overtime offered shall be administered in the following manner:

1. Overtime lists will be posted after each pay period.
2. The low person on the list will be called unless a hazardous situation or occurrence that requires immediate response exists. There shall be a list of Employees maintained, and who are able to report to work within fifteen minutes. Employees will be called from the list with the person with the lowest hours being called first.
3. If the hazardous situation extends beyond two (2) hours, the person called in will be relieved by the low person on the overtime list.
4. The hazardous call in procedure will only be utilized for the first person called. The second and subsequent Employee(s) will be called based on their position on the regular overtime list.
5. By mutual agreement by the Genesee County Road Commission and the Union Officers of Local 79, overtime rules may be modified to fit acceptable conditions per each District.

