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6/30/2001

WORKING AGREEMENT
BETWEEN THE
IOSCO COUNTY ROAD COMMISSION
AND THE
IOSCO COUNTY ROAD COMMISSION
EMPLOYEES' ASSOCIATION
EFFECTIVE JULY 1, 1998

Iosco County Road Commission

TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
<u>INTRODUCTION</u>		1
<u>INTENT AND PURPOSE</u>		1
<u>ARTICLE 1: DEFINITIONS</u>		2
Commission	1.1	2
Management	1.2	2
I.C.R.C. Employees' Association	1.3	2
Job Classification Plan	1.4	2
Job	1.5	2
Service Week	1.6	2
Service Day	1.7	2
Punch-In Time	1.8	2
<u>ARTICLE 2: RECOGNITION</u>		2-3
Employees' Committee	2.1	2-3
Payroll Deduction of Dues	2.2	3
<u>ARTICLE 3: MANAGEMENT</u>		3-4
Rights of Management	3.1-3.3	3
Working Foreman	3.4	4
<u>ARTICLE 4: EMPLOYEES' CONDUCT</u>		4-6
Work Rules	4.2	4-6
<u>ARTICLE 5: JOB ASSIGNMENTS</u>		6-7
Job Assignment	5.1	6
Regular Employees	5.2	6
Temporary Employees	5.3	6
Special Equipment	5.4	6
Emergency Situations	5.5	6-7
<u>ARTICLE 6: BASIC WORK WEEK, WORK HOURS & OPERATIONS</u>		7-8
Basic Work Week	6.1	7
Service Week	6.2	7
Service Day	6.3	7
Day Shift	6.4	7
Shift Differential	6.5	7
Overtime Pay	6.6	7
Rest Break	6.7	7
Lunch Break	6.8	8
Work Break During Overtime Hours	6.9	8

	<u>Section</u>	<u>Page</u>
Allotment of Overtime	6.10	8
Work Hours Per Service Day	6.11	8
Punch-In Location	6.12	8
Quarry Operations	6.13	8
Creation of New Jobs	6.14	8
 <u>ARTICLE 7: JOB CLASSIFICATIONS</u>		8-10
Temporary Assignments	7.2	8
Job Classification Descriptions	7.3	8-9
Job Descriptions	7.4	9-10
Job Classification Wage Rates	7.5	10
 <u>ARTICLE 8: SENIORITY</u>		10-13
Definitions	8.1	11
Measurement of Seniority	8.2	12
Seniority List	8.3	12
Uses of Seniority	8.4	12
Job Assignment and Job Posting	8.5	12
Termination of Seniority	8.6	13
 <u>ARTICLE 9: GRIEVANCES AND APPEALS PROCEDURE</u>		13-15
Grievance Defined	9.1	13
Procedure	9.2	13-14
Suspension, Hearing and Discharge	9.3	14-15
 <u>ARTICLE 10: PAID LEAVE</u>		15-17
Annual Vacation Leave	10.1	15-16
Funeral Leave	10.2	16
Jury Duty Leave	10.3	16
Witness Pay	10.4	16-17
 <u>ARTICLE 11: HOLIDAYS</u>		17
Paid Holidays	11.1	17
Pay For Holidays	11.2	17
Weekend Holidays	11.3	17
 <u>ARTICLE 12: INSURANCE, PENSION, SOCIAL SECURITY</u>		17-19
Hospital/Medical/Surgical Insurance	12.1	17-18
Dental Insurance Coverage	12.2	18
Life Insurance Coverage	12.3	18
Sickness & Accident Insurance	12.4	18
Workers' Compensation Benefit Offset	12.5	19
Social Security	12.6	19
Pension	12.7	19

	<u>Section</u>	<u>Page</u>
<u>ARTICLE 13: SICK LEAVE</u>		19-21
Options No. 1 & No. 2	13.1	19-20
Using Sick Leave	13.2	20
Claims For Sick Leave	13.3	20
Doctor's Certificate	13.4	20
Abuse of Sick Leave	13.5	20
Continuation of Benefits	13.6	20-21
 <u>ARTICLE 14: MISCELLANEOUS</u>		21
Meeting With Commission	14.1	21
Bulletin Board	14.2	21
Retirement Age	14.3	21
Call-In Time	14.4	21
 <u>ARTICLE 15: SAFETY AND HEALTH</u>		21-22
Enforcement of Safety Rules	15.1	21
Unsafe Or Unhealthy Situations	15.2	21
Safety Committee	15.3	22
 <u>ARTICLE 16: TERM OF AGREEMENT</u>		22
Effective Dates	16.1	22
Changing Agreement	16.2-16.3	22
 <u>JOB CLASSIFICATIONS</u>		23
 <u>SIGNATURES</u>		24

WORKING AGREEMENT

Between The

IOSCO COUNTY ROAD COMMISSION

And The

IOSCO COUNTY ROAD COMMISSION EMPLOYEES' ASSOCIATION

INTRODUCTION

This **AGREEMENT**, entered into by and between the **IOSCO COUNTY ROAD COMMISSION**, Hereinafter called, "**Commission**", or "**Employer**", or "**Management**", and the **IOSCO COUNTY ROAD COMMISSION EMPLOYEES' ASSOCIATION**, hereinafter called, "**Association**", or "**Employees' Association**", through its Employees' Committee, hereinafter called "**Committee**", or "**Employees' Committee**", shall become effective at 12:01 a.m., July 1, 1998 and shall remain in full force and effect until 12:00 midnight, June 30, 2001.

NOTE: The Title given to any Article, Section, or Sub-Section of the provisions of this **Agreement** are meant solely for the purpose of identifying such Articles, Sections, and Sub-Sections, and, as such, they are not to be construed as either adding to or subtracting from the content of any of the provisions of this **Agreement**.

INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth the rules and regulations in regard to appointments, promotions, transfers, and other changes in employees' status, suspensions, removals, wages, hours, and other conditions of employment.

WHEREAS: The parties recognize that they are engaged in furnishing a public service that is essential to the health, safety, and welfare of the citizens of Iosco County; and

WHEREAS: Both parties recognize their responsibility to the citizens of Iosco County and the general purpose of this **Agreement** is to promote orderly and peaceful labor relations between the **Commission** and the **Association** so that both parties may more readily serve the public;

WITNESSETH:

ARTICLE 1. **DEFINITIONS**

- 1.1 **Commission:** The Iosco County Road Commission consisting of three (3) members who may, whenever a quorum is present, conduct business for which they are duly authorized by law.
- 1.2 **Management:** Those individuals designated and hired by the **Commission** to manage the operations of the **Iosco County Road Commission**.
- 1.3 **Iosco County Road Commission Employees' Association:** The sole bargaining agent for all employees covered by this **Working Agreement**, represented by the **Employees' Committee**.
- 1.4 **Job Classification Plan:** Means the classes of jobs named and/or described by the Managing Director of the **Iosco County Road Commission** and approved by the **Commission**.
- 1.5 **Job:** A group of current duties and responsibility assigned or delegated by competent authority requiring the full time or part time employment of one or more persons. Where necessitated by the organization of work, one individual may hold more than one job or be assigned to more than one class.
- 1.6 **Service Week:** That period of time beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.
- 1.7 **Service Day:** That period of time beginning at 12:01 a.m. and ending the following 12:00 midnight, and is so established for pay and leave purposes.
- 1.8 **Punch-In Time:** The punch-in time and workday shall start at 7:00 a.m. and end at 3:30 p.m., with the Employer to designate in the work rules the exact time for a thirty (30) minute lunch period. The employer reserves the right to move the starting time or quitting time one (1) hour either way, providing that he gives at least one (1) week's notice.

ARTICLE 2. **RECOGNITION**

- 2.1 **Employees' Committee:** Subject to the Federal Laws and/or Laws of the State of Michigan, the **Commission** recognizes the **Employees' Committee** as the designated representative and sole bargaining agent for all regular hourly rated employees included in the bargaining unit as described under the **Job**

Classification Plan, Article 7, Section 7.3, and consisting of all Laborers, Truck Drivers, Equipment Operators, Field Engineering Technicians, Utility Workers; Equipment Maintenance Persons, Semi-skilled Mechanics, and Skilled Mechanics; but excluding all administrative, professional, supervisory, and clerical employees; contractors, and sub-contractors; part-time employees, probationary employees, temporary employees, and any other employees not specifically listed in the Job Classification Plan.

- 2.2 Payroll Deduction of Dues:** The **Commission** shall deduct from the pay of each employee from whom it receives authorization to so do the required amount for the payment of dues to the **Association**. Such dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each employee shall be delivered to the Treasurer of the Association not later than fifteen (15) days after deductions are made. The **Association** shall keep the **Commission** advised of whom the Treasurer is.

ARTICLE 3. **MANAGEMENT**

- 3.1 Rights of Management:** The managing of the **Commission's** operations and the direction of the working forces, including the right to hire, suspend, promote, transfer, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons not inconsistent with this contract is vested in the **Commission**. The determination and establishment or modification of performance standards for all operations and quality of workmanship required is reserved to the **Commission**. Nothing in this **Agreement** shall be construed to limit or in any way restrict the right of the **Commission** to adopt, acquire, dispose of, install, or operate new, used or improved equipment or methods of operation.
- 3.2** Nothing herein contained shall be intended or shall be considered as a waiver of any of the usual inherent and fundamental rights of management whether the same were exercised before or not; and the same are hereby expressly reserved to the **Commission** subject to the limitations specifically imposed by this **Agreement**.
- 3.3** The right of the **Commission** to make such reasonable rules and regulations not in conflict with this **Agreement** as it may from time to time deem best in order to maintain order, safety and/or effective operation and after seven (7) days advance notice to the **Association** to require compliance therewith by employees is recognized. Such reasonable rules and regulations established are hereby made a part of this **Agreement** by reference as though they were fully incorporated herein. No rules or regulations shall be made which conflict with this **Agreement**.

3.4 **Working Foreman:** The **Management** positions of Tawas Foreman and Oscoda Foreman will be working foremen and will have authority to operate trucks and equipment at the discretion of **Management**. The working foremen will not take overtime hours away from hourly employees in the Tawas or Oscoda garages when such employees are available for overtime. The working foremen will operate trucks and equipment on overtime when there is a threat to the health, safety, and welfare of the traveling public, or in instances where the overtime requirement would be less than one hour.

ARTICLE 4. **EMPLOYEES' CONDUCT**

4.1 The employees of the **Commission** agree to abide by the **Commission's** work rules as set forth in this clause and as may be established at a later time by the **Commission**. The **Commission** will post any new rule or change to the following rules for a period of seven (7) calendar days prior to their becoming effective.

4.2 **Work Rules:**

- 1) Each employee will be expected to produce a full day's work for compensation received. Upon completion of an assignment, the employee shall immediately contact the person in charge.
- 2) Lights and general repair of equipment shall be the responsibility of each driver to have repaired or reported to the foreman.
- 3) Heavy equipment shall normally be serviced by the operator. At any time a piece of equipment or truck is in need of repair, the operator shall advise the field foreman or the shop foreman of the needed service.
- 4) Whenever possible, each employee shall be expected to keep his equipment clean with the cleaning being done during spare time.
- 5) In order to function efficiently at his particular job classification, no employee shall hold an outside job if said job interferes with performance of duty to the **Commission**.
- 6) Employees shall be encouraged to refer problems to the **Management of the Commission**.
- 7) Specially designated clothing shall be provided for employees' use, such as hard hats, hip boots, waders, rubber gloves, and safety goggles. Clothing for inside or outside work shall be the employees' responsibility.
- 8) Each employee shall be required to wear or use safety equipment as the job warrants. Absolutely no grinding or cutting with torches or using chain saws shall be done without goggles.
- 9) Safety shall be considered at all times. Careless employees shall be subject to disciplinary action. An effort should be made to avoid all accidents on the highway even though it may mean giving way on the road.

- 10) Employees and supervisory personnel shall share equally in the responsibility to maintain a safe work environment. Failure of any employees to cooperate in maintaining a safe job site shall result in disciplinary action.
- 11) No weapons shall be carried in **Commission** owned vehicles unless necessary for the efficient performance of **Commission** work.
- 12) **Management** and employees will comply with Iosco County Road Commission Anti-Drug and Alcohol Use Policy, December 1997 Revision, with April 1998 revisions, and any future revisions, as Federal or State laws mandate. Disciplinary provisions stated in said Drug Policy which are not mandated by law, will not be altered by **Management** without negotiation and agreement with **Iosco County Road Commission Employees' Association**.
- 13) Employees are required to observe safe fueling practices, guarding against spills and overfills (i.e., when pumping fuel do not leave the fuel nozzle unattended, or block or prop the fuel nozzle release mechanism in the open position). Fuel shall be used only for its intended purpose and transported in appropriate containers. All fuel containers shall be placed in the flammable storage locker when not in use. All fuel spills or leaks shall be reported immediately.

Failure to comply with the above rule will be cause for disciplinary action.

- 14) **Accident/Incident Reporting:** Any employee involved in an accident or injured while on duty or on road commission property shall complete an accident report within 48 hours after the incident. One copy of the report should be given to your supervisor and one copy to the road commission clerk.

The only exception to the 48-hour time limit would be in the case of an employee being hospitalized for an injury and unable to comply. In that case, any employee witnessing the accident or providing assistance to the injured employee should notify the supervisor and the supervisor should get the necessary information.

This rule covers **all accidents**, including, but not limited to:

- a. Personal injury, even though it may not appear to be serious or require medical attention.
- b. Vehicle accidents involving road commission vehicles, whether alone or involving other vehicles owned by the road commission or others.
- c. Road equipment accidents, whether on or off road.
- d. Property damage to property owned by the road commission or others. This would include damaged utilities, and damage caused by flying stones, etc.

In the case of damage to underground utilities in an area which had been staked under a "Miss Dig" order, it will not be necessary to fill out an accident report. Follow the customary practice of notifying the office to call the utility.

For mailbox damage, do not submit an accident form. Notify your supervisor as in the past.

Report all of the above on the 3-part Accident/Incident Report form.

ARTICLE 5

JOB ASSIGNMENTS

- 5.1 **Management** shall be considered as competent authority for the assignment of all jobs among **Commission** employees, subject to the approval of the **Commission** and in accordance with provisions of this **Agreement**.
- 5.2 Every regular employee shall be assigned to a classified job and paid the established rate for that job. **Management** shall have the authority to make temporary assignments, with consideration being given to the qualifications and availability as necessitated by the organization of work. Such temporary assignments shall have no effect upon either the employee's wage rate or permanent job classification.
- 5.3 **Temporary Employee:** A temporary employee shall be one who is employed for temporary work for any period of time less than nine (9) continuous months during his most recent period of employment. A temporary employee is not entitled to any fringe benefits, whatever, under this **Agreement**. Should a temporary employee become designated as a regular employee, the time spent as a temporary employee during this most recent employment with the **Commission** shall be counted towards probationary status as provided under Article 8, Section 8.1b of this **Agreement** and he shall be immediately subject to the provisions of said Article and Section. Where the employee's temporary status during his most recent period of employment exceeds the period of time provided under Article 8, Section 8.1b, he shall then be considered a regular employee and vacation and sick leave shall be credited from the first (1st) day of his most recent period of employment and he shall be entitled to all other regular employee benefits immediately thereafter.
- 5.4 Employees working on the tar gang shall be provided with gloves, overshoes, and overalls, which shall be provided and maintained by the **Commission**. The **Commission** will replace eyeglass lenses and frames if necessary when accidentally damaged on the job. Such eyeglass replacement does not include cost of eye examination.
- 5.5 No employee will refuse to work when called or scheduled for extra hours in emergency situations in addition to their regular shifts, unless such reporting would

place the employee in violation of the Federal Motor Carrier Safety Regulations. **Management**, in conjunction with the **Employees' Association Committee**, will determine the reasonableness of continued refusals to report to work.

- 5.6 **Management** shall determine which regular employees will be assigned specific jobs during the service week, and the number of hours they shall work in excess of the basic work week.

ARTICLE 6

BASIC WORK WEEK, WORK HOURS, AND OPERATIONS

- 6.1 **Basic Work Week:** A basic work week of five (5) eight (8) hours shifts within each service week is established for all regular employees covered by this Agreement. This shall not be construed as a guaranteed work week. However, no regular full time employee shall be denied the opportunity to work a basic work week due to the **Commission's** contracting or sub-contracting work normally performed by the **Commission's** own forces.
- 6.2 **Service Week:** See Article 1, Section 1.6
- 6.3 **Service Day:** See Article 1, Section 1.7
- 6.4 **Day Shift:** Employees assigned to the day shift shall punch in at 7:00 a.m. and punch out at 3:30 p.m. year round.
- 6.5 **Shift Differential:** Employees assigned to work other than the day shift on a regular basis, i.e. one service week or more, shall receive a shift differential premium of 25¢ per hour over their regular rate for the particular job classification.
- 6.6 **Overtime Pay:** All hours worked on Saturday and Sunday shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate. Employees assigned to the day shift (See Article 6, Section 6.4) shall receive one and one-half (1-1/2) times their regular hourly rate for all hours worked prior to 7:00 a.m. or after 3:30 p.m.
- Employees working on an assigned shift other than the day shift (See Article 6, Section 6.4) shall receive one and one-half times (1-1/2) their regular hourly rate, including the 25¢ shift differential, for all hours worked outside the starting and ending times for the assigned shift.
- Employees required to work on a paid holiday shall receive their regular holiday pay for the eight (8) hour paid holiday period and time and one-half (1-1/2) for all hours worked.
- 6.7 **Rest Break:** There will be a 15 minute rest break between 9:00 a.m. and 9:15 a.m. for day shift employees. **Management** reserves the right to reschedule the 15 minute break at their discretion in order to eliminate disruption of work flow. Employees working other than the regular day shift shall receive a 15 minute break during their shift. Time of the break shall be designated by **Management**.

- 6.8 **Lunch Break:** There will be a thirty (30) minute unpaid lunch break for each eight (8) hour shift. Employees working on the regular day shift shall break for lunch between 12:00 noon and 12:30 p.m. **Management** reserves the right to reschedule the lunch break in order to eliminate disruption of the work flow. Employees working other than the regular day shift shall break for a thirty (30) minute unpaid lunch break during their assigned shift. Time of the lunch break shall be designated by **Management**.
- 6.9 **Work Break During Overtime Hours:** Any additional work breaks during overtime hours shall be scheduled at the discretion of **Management**. Any such breaks shall be paid.
- 6.10 **Allotment of Overtime:** It shall be the intent of this plan to distribute overtime to the employees in an equitable manner. In calling employees for overtime work, no consideration shall be given to seniority, but rather overtime shall be distributed equally among all employees as far as practicable.
- 6.11 **Work Hours Per Service Day:** No employee shall work more than sixteen (16) hours in any single service day.
- 6.12 Any employee required to report for work at a location other than his regularly assigned headquarters shall punch in at his home garage and then proceed to the designated work location.
- 6.13 **Quarry Operations:** Any employee scheduled to work at the **Commission's** quarry on a regular basis shall punch in and punch out at the quarry.
- 6.14 **Creation of New Jobs:** **Management** may, with approval of the **Commission**, at any time, initiate a new job in the job classification plan by outlining the duties and responsibilities of the proposed new job to the **Commission** in such a manner and form as the **Commission** may prescribe. The **Commission** will endeavor to create a fair relationship between the rate for the new job and existing jobs.

ARTICLE 7

JOB CLASSIFICATIONS

- 7.1 All individuals covered by this **Agreement** shall be employed in a specific job classification and paid at the hourly rate for the particular job classification.
- 7.2 **Temporary Assignments:** **Management** reserves the right to make temporary work assignments for all employees without changing either an employee's job classification or wage rate.
- 7.3 **Job Classification Descriptions:** The following job classification descriptions list those duties normally performed by an employee employed in the particular class although not all duties are listed for each classification. It is the intent of these descriptions to generally define those duties and responsibilities of the employees employed in the particular classification. An employee will not be limited to performing only those duties listed in a particular classification. **Management** reserves the right to make such temporary work assignments in and out of a

particular job class to better facilitate the operations and work flow of the **Commission**. Applicants for all positions must have a CDL, Group A, with "T" endorsement.

7.4 **Job Descriptions:**

- a) **Skilled Mechanic:** Applicant must be proficient in automotive, heavy truck and heavy equipment repair. Principle duties consist of preventative maintenance inspections and repair of all vehicle systems (hydraulic, air, electric, brakes, drivetrain). Applicant must be able to weld and use oxygen/acetylene cutting torches. Job seekers must possess a Michigan auto-brake and heavy truck brake certification. Applicants must possess all qualifications by hire date.
- b) **Heavy Equipment Operator:** An employee engaged by the **Commission** whose principle duties shall consist of the skilled operation of all types of heavy equipment or double bottom dump trucks as required for the efficient organization of the **Commission's** operations.
- c) **Utility Worker:** An employee engaged by the **Commission** whose principle duties shall include the skilled use of welding equipment, performance of light mechanical repair, the part-time operation of heavy equipment, and the ability to perform as a substitute operator on most welding equipment, performance of light mechanical repair, the part-time operation of heavy equipment, and the ability to perform as a substitute operator on most jobs, as required for the efficient organization of the **Commission's** operations.
- d) **Field Engineering Technician:** An employee engaged by the **Commission** whose principle duties shall include the skilled use of field engineering instruments for construction inspection, layout, and land surveying, as required for the efficient organization of the **Commission's** operations.
- e) **Semi-Skilled Mechanic:** An employee engaged by the **Commission** whose principle duties shall consist of minor repair, lubrication, and preventive maintenance for the various units of equipment comprising the **Commission's** fleet, as required for the efficient organization of the **Commission's** operations.
- f) **Truck Driver:** An employee engaged by the **Commission** whose principle duties shall include the operation and utilization of trucks, minor equipment, hand tools, and other such semi-skilled assignments as required for the efficient organization of the **Commission's** operations.
- g) **Equipment Maintenance:** An employee responsible for lubricating, changing oil, lights and other minor repair items on road commission vehicles. This employee will be required to pickup parts, run errands, and perform any other related duties assigned.
- h) **Laborer:** An employee engaged by the **Commission** whose principle duties shall consist of the operation and utilization of hand tools, minor equipment,

light trucks, and other such semi-skilled duties as required for the efficient organization of the Commission's operations.

7.5 Job Classification Wage Rates:

Job Title	Effective 7/1/98	Effective 7/1/99	Effective 7/1/2000 (Maximum)*
Skilled Mechanic	\$13.66	\$14.07	\$14.49
Heavy Equip. Operator	13.58	13.99	14.41
Utility Worker	13.58	13.99	14.41
Field Eng. Tech	13.58	13.99	14.41
Semi-Skilled Mechanic	13.50	13.91	14.33
Truck Driver	13.50	13.91	14.33
Equipment Maintenance	13.40	13.81	14.23
Laborer	12.87	13.28	13.70

Maximum wage increase:

July 1, 1998	39¢ per hour
July 1, 1999	41¢ per hour
July 1, 2000	42¢ per hour

*Wage increases may be subject to adjustment based on Blue Cross-Blue Shield Insurance rate increases. The average increase/decrease in Blue Cross-Blue Shield rates will be calculated each July 1 to determine the percent of increase/decrease. The percentages calculated for July 1, 1998, 1999, 2000, will be accumulated and any time the accumulated percentage exceeds thirty percent, any excess will be converted to cents-per-hour and deducted from the scheduled wage increases remaining in this 1998-2001 contract.

The average increase in the cost of Blue Cross-Blue Shield Insurance will be calculated by dividing the total increase by the number of covered employees, and then dividing by 2,080 hours to arrive at the average hourly cost.

In no case will the amount deducted be more than the maximum wage increase stated for that year. Should the Blue Cross-Blue Shield rate increase by greater than the sum of the amount to be paid by the Commission and the maximum wage increase, the Commission will cover the excess cost.

ARTICLE 8

SENIORITY

8.1 Definitions:

- a) **Seniority**: Seniority is hereby defined as the length of employment in the service of the **Commission**. An employee shall attain seniority status as a regular employee upon completion of six (6) months continuous employment and notification in writing except where an employee has broken service at his own request, then he shall forfeit his time worked toward regular status. An employee has no job equity until he has completed six (6) months service. The **Commission** shall not obligated to recall any employee who has not attained regular employee status.
- b) **Probationary Employee**: A probationary employee shall be one who is employed for a period of six (6) months on a probationary basis. All new employees shall be considered probationary for the first six (6) months of employment, unless employed as a temporary employee. All benefits for a probationary employee begin on the day of employment except vacation and sick day accumulation. Upon completion of the probationary period, sick day and vacation day accumulation revert to the first day of employment as a probationary employee.
- c) **Continuous Employment**: Continuous employment shall mean employment by the **Commission** without interruption or break. The following shall not be considered breaks in employment:
 - 1) Leaves of absence, including military service, granted by **Management**
 - 2) Layoffs for lack of work or lack of funds.
 - 3) An employee who is off work on leave because of sickness or injury shall continue to accrue service for a period of up to twelve (12) months while absent because of such illness or injury, but shall lose all service and be terminated if the absence continues beyond thirty (30) months. Where an employee is out of work for such reasons for more than twelve (12) months but less than thirty (30) months and returns to work, his hiring date shall be adjusted forward to reflect the amount of time between twelve (12) months and thirty (30) months during which he was absent but for which he received no service credits. An employee who is on leave because of Workers' Compensation connected disability shall continue to accrue service for the period of such leave up to thirty (30) months, but shall lose all service and be terminated if such leave extends beyond thirty (30) months.

8.2 Measurement of Seniority: Seniority shall be counted from the first day of obtaining status as a regular employee.

8.3 Seniority List: A seniority list showing the accumulated seniority of each employee shall be prepared by the Clerk of The Commission in January of each year, and posted on the bulletin board. This list will show the current classification and wage rate of each employee. This list will be approved by officers of the **Committee**.

8.4 Uses of Seniority: Seniority shall be considered in determining permanent job assignments, the order of layoff, and the order of names on the re-employment list. The employee with the least seniority shall be laid off first. In recall, the employee with the most seniority shall be recalled first.

8.5 Job Assignment and Job Posting: All hourly job openings contained in the bargaining unit will be posted on the bulletin board for five (5) consecutive work days. The employees with the most seniority will be considered first, provided they can qualify to do the job required within the judgment of **Management**. Shop employees who become regular employees after July 1, 1992, will not be considered for jobs in road maintenance or construction. Shop employees who became regular employees prior to July 1, 1992, who desire to apply for road positions, must start as Truck Driver before applying for Operator or Utility Worker positions.

Road employees desiring to apply for shop positions must meet qualifications for available posted positions.

Applications for posted jobs must be made in writing to **Management** within five (5) days after a position, vacancy, or promotion is posted on the bulletin board. If no employee makes application for a posted position, **Management** shall make the specific job assignment at their discretion, provided, however, that the employee assigned to the job shall not receive a lower hourly rate than receiving at the time of the assignment. In any case, where there is a departure from strict seniority in the procedure, the senior employee or employees shall be granted a hearing with the negotiating committee of the **Commission**, provided such request is presented in writing to **Management** within five (5) days after the notice of job assignment.

Any regular employee accepted as an applicant for the position of truck driver shall serve a thirty (30) day period of apprenticeship. Any operator, utility man, or mechanic shall serve a ninety (90) day period of apprenticeship. Failure of an employee to qualify in the judgment of the Managing Director or Supervisor at any time within the apprenticeship period shall cause the job to be posted again, and the employee shall return to his former job classification without prejudice. The same process shall be repeated until an employee qualifies and is assigned. Wage rate for the job classification shall become effective upon completion of the required apprenticeship period.

8.6 Termination of Seniority: An employee shall lose his seniority and will be taken off the seniority list if:

- a) He quits.
- b) He is discharged for cause.
- c) He is absent for three (3) consecutive work days without notice to the Managing Director or his foreman.
- d) He fails to report for work within five (5) working days after receipt of notice by certified mail that he is being recalled.
- e) He overstay a leave of absence unless the cause of such overstay is the result of an emergency defined as: "A sudden or unexpected happening not expected to repeat itself and demanding prompt and efficient action." Where the employee expects to overstay his leave because of an "emergency", he shall promptly notify the **Commission** of such and the reason therefor. Where an employee is unable to notify the **Commission** because of an "emergency", he shall notify the **Commission** or have the **Commission** notified as soon as possible and the reasons therefor. In all cases, the expected return to work date must be given, if at all possible, and the **Commission** retains the right to complete substantiation of the "emergency" causing the overstay.
- f) He is laid off in excess of two (2) years.
- g) He retires.

8.7 Seniority shall not have been lost but shall be accrued during a temporary layoff due to lack of work or lack of funds, or an approved leave of absence due to illness or injury subject to Section 8.1 c) 3) of this Article. Seniority shall not be lost but shall be accrued during a leave for any other reason sufficient in the opinion of the **Commission** to warrant such leave.

ARTICLE 9

GRIEVANCES AND APPEALS PROCEDURE

9.1 Grievance Defined: A grievance is any dispute, controversy or difference between **Management** and an employee or employees regarding the meaning, interpretation, or application of the practices under the maintenance of standards provisions or of the expressed terms or provision of this **Agreement**.

9.2 Procedure: The following grievance procedure shall apply to disputes:

It is the intent of the parties of this **Agreement** to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be a thirty (30) day time limit between the initiation of a grievance and its occurrence, and time limits as stated below, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step, or answered within these time

limits shall be considered settled on the basis of the last answer by **Management** if the **Employees' Association** does not move to the next step within the time limits. If the **Commission** does not comply with the time limits, the grievance moves to the next step.

Grievances shall be processed in the following manner and within the stated time limits:

Step 1. The **Employee's Association**, and employee, or a group of employees, having a grievance within thirty (30) days of occurrence, may initiate the provisions of this Article by reducing the grievance to writing, including pertinent matter, signing same, and forwarding such to the immediate supervisor/Superintendent.

Step 2. In the event the immediate supervisor/Superintendent is unable to satisfactorily dispose of such written grievance within seven (7) days after receipt of such, the matter may be taken to the Managing Director within seven (7) days following the immediate supervisor's/Superintendent's answer. The Managing Director will render a written disposition within seven (7) days after presentation of the grievance to him.

Step 3. In the event the Managing Director is unable to satisfactorily dispose of such grievance within seven (7) days after receipt of such, then, within seven (7) days following the Managing Director's answer, the matter may then be taken to a meeting at the main garage attended by the Managing Director, the grievant's Foreman, the grievant, and up to three (3) authorized representatives of the **Association**. If the grievant does not want to attend this meeting, another representative of the **Association** shall attend in his place.

Step 4. If no satisfactory settlement is obtained by the above process, the employee or employees initiating the grievance, and/or the **Employees' Committee**, may request a meeting with the **Commission** at a regular scheduled meeting of the **Commission**.

Step 5. If no satisfactory settlement is obtained through the procedure outlined in STEPS 1 through 4, the **Committee** may appeal the grievance to the State Mediation Service by notifying the **Commission** of its desire to do so.

9.3 Suspension, Hearing and Discharge: Notwithstanding any other provision of this **Agreement**, no employee who has completed his probationary period shall be peremptorily discharged. He shall first be suspended for not more than five (5) work days. During this period of suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing and a statement of the offense before representatives of the **Commission** with members of the **Committee** present. At such hearing, the facts concerning the case shall be made available to both parties. As soon as practicable after such hearing, but not later than two (2) working days, the **Commission** shall conclude whether the suspension shall be revoked, modified, extended, or converted into a discharge. In the event the suspension is modified,

extended, or converted into a discharge, the employee may file a grievance alleging that he was unjustly treated; and such grievance shall be presented under **STEP 4** of the grievance procedure within five (5) work days after the **Commission's** final decision on such suspension or discharge. **STEPS 1, 2, and 3** shall be considered automatically processed. Should such grievance prove that the employee was unjustly suspended or discharged prior to state mediation, the **Commission** shall reinstate and reimburse said employee for financial loss sustained during the period of suspension or discharge at the employee's regular rate of pay.

When a discharge case has been submitted to a State Mediator, the Mediator shall only have the power to recommend a settlement to the **Commission** and the **Employees' Committee**. It is agreed that the Mediator may recommend something other than full reimbursement for financial losses.

ARTICLE 10

PAID LEAVE

10.1 Annual Vacation Leave: All regular employees shall be entitled to paid annual leave as follows:

- a) Commencing on January 1st, each year, all employees who became regular employees prior to July 1, 1992, shall be entitled to twelve (12) days of paid vacation per year, each of such twelve (12) days accruing at the rate of one (1) day per month. Any part of the accrued vacation time taken in advance may be charged back to the employee in the event he shall leave the **Commission's** employ for any reason.
- b) All employees who become regular employees after July 1, 1992, shall be entitled to five (5) days of paid vacation per year, beginning January 1st of the year following their hire. After three (3) years of service, such employees shall be entitled to ten (10) days of paid vacation per year, beginning January 1st of the following year.
- c) After five (5) years of service, all employees shall be entitled to fifteen (15) days of paid vacation per year, beginning January 1st of the following year.
- d) After ten (10) years of service, all employees shall be entitled to twenty (20) days of paid vacation per year, beginning January 1st of the following year.
- e) Vacation time shall be taken in full day increments only. If ten hour work days are in effect, under memorandum agreement, vacation days will be charged at ten hours per day. When this results in an employee having hours of vacation time remaining which do not equal a full day, such hours shall be taken as one increment or carried over to the following year.
- f) All vacation time shall be taken within each calendar year, and none may be carried over, except as stated in (e) above.

- g) An employee must be in pay status twenty (20) or more days each month, except eighteen (18) days in February, in order to qualify for paid vacation. With regard to paragraph (a) one day's vacation would be forfeited in the current year for any month in which this qualification is not met. With regard to paragraphs (b), (c), and (d) one/twelfth of the vacation days for the following year would be forfeited for any month in which this qualification is not met.
- h) The annual leave period runs from January 1 of each year to January 1 of the following year. No employee shall take more than twenty-one (21) consecutive calendar days leave in any one period except by written permission of **Management**.
- i) The dates of annual leave for each employee are to be agreed upon between the Foreman and Managing Director and the Employee. Thirty (30) days written notice shall be given the Foremen and the Managing Director for regular use of annual leave, except one day or two days at a time to suit both parties.

10.2 Funeral Leave: Emergency leave of three (3) days shall be allowed each employee on the occasion of a death in the employee's immediate family. The employee's immediate family shall be defined as the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law. Emergency leave for other reasons shall be granted only at the discretion of the Managing Director subject to the approval of the **Commission**. The **Commission** shall pay an employee his hourly rate for up to three (3) full work days based on eight (8) regular working hours per day.

If a current employee dies, the road commission will be closed for the funeral, if possible. If a retired employee dies, those wishing to attend the funeral can use sick or vacation days.

10.3 Jury Duty Leave: In the event an employee is called for jury duty, the **Commission** shall pay the employee the difference between his pay received from the Courts for each day of service on a jury panel and the employee's pay based upon his regular hourly rate of pay for eight (8) hours for each service day and five (5) regular work days per service week. In order for an employee to receive compensation for jury duty as provided herein, the employee must give prior notice to the **Commission** of required jury duty service; the employee must give evidence to the effect that he/she was called to such service; that the actual service was given; and the **Commission** must be presented with the proof of the amount received from the Courts by the Employee for service as a juror.

10.4 Witness Pay: Employees, required either by the **Iosco County Road Commission** or any other agency to appear before a court or such agency on any matters related to the lawful performance of their duties to the **Employer** in their work for the **Road Commission** and in which they are personally involved as a

result of the faithful performance of their duties to the **Employer**, shall be granted a leave of absence with pay, as set forth below, for the period during which they are so required to be absent from work. The pay shall be the difference, if any, between the compensation received from the court or agency and their wage with the **Employer** for the time necessarily spent as a witness. The **Employee** must turnover to the **Employer** his witness fees before being paid under this provision.

ARTICLE 11 **HOLIDAYS**

11.1 The following days shall be considered paid holidays:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Fourth of July

Christmas Eve Day

Picnic Day

Christmas Day

Note: Picnic Day falls in the third (3rd) week of August on the last regular work day. The **Commission** contributes \$600.00 toward the expense of the picnic.

11.2 **Pay For Holiday:** Each employee shall receive eight (8) hours straight time pay for the holidays designated in 11.1 above providing he is in pay status the last preceding regularly assigned working day before the holiday. If an employee is required to work on any of the designated holidays, he shall be paid under Article 6, Section 6.6 of this **Agreement**.

11.3 If any of the above designated holidays falls on a Sunday, it shall be celebrated on the following Monday; and if any of the above designated holidays falls on a Saturday, it shall be celebrated on the preceding Friday. No work shall be performed on a holiday or a day designated as a holiday except as specifically authorized by supervision.

ARTICLE 12 **INSURANCE COVERAGE, PENSION, AND SOCIAL SECURITY**

12.1 **Hospital/Medical/Surgical Insurance:** Subject to the approval of the **Employees' Association** and of the **Commission**, the **Commission** will pay the premium cost of providing all regular full time employees and their dependents with the hospital/medical/surgical insurance coverage contained in the Michigan Blue Cross/Blue Shield Policy No. 05513-000, including riders as carried by the **Commission** as of July 1, 1998.

12.5 Workers' Compensation Benefit Offset: In the event an employee sustains an occupational injury while in the employ of the **Commission**, working on a **Commission** project under his normal job duties, he will be covered by the applicable Workers' Compensation Law. Furthermore, if the employee is unable to work because of the occupational injury, the **Commission** will pay 75% of the difference between the employee's Workers Compensation benefits and his normal weekly net pay for a period of up to twelve (12) months. to twelve (12) months. This amount will be subject to F.I.C.A./Medicare tax withholding.

12.6 Social Security: The **Commission** will maintain Federal Social Security payments for all employees.

12.7 Pension: The **Commission** will continue to pay for benefits under the Municipal Employees' Retirement System (MERS), Benefit Program "C (new)" which provides a retirement benefit of 1.3 % of the final average compensation multiplied by years of credited service. A benefit program providing a higher retirement benefit may be requested by the **Association** with the difference in cost to be paid by the employees through payroll deduction. The plan is subject to certain restrictions and conditions set forth in the MERS Handbook, provided to all employees. Effective date of the MERS plan was July 1, 1989.

ARTICLE 13

SICK LEAVE

13.1 A) Option No. 1: A regular employee shall earn sick leave at the rate of one day for each completed month of service, except that no employee shall earn any sick leave during an approved leave of absence without pay. Sick leave shall be accumulated to a maximum of 90 days and will be paid at the rate of a full day. Any employee who has accumulated 90 days of sick leave and has earned additional sick leave time will be paid one half (1/2) day's pay for each full day of unused sick leave earned over the 90 days. Payment to be made the following year in the month of January.

Upon retirement or death of any employee, he or his designated beneficiary, whichever is applicable, will be paid one full day's pay for each unused full sick day accumulated. Any employee with combined age and "active service" years with the **Commission** totaling 65 or more, and who quits active employment with the **Commission** will receive one full day's pay for each unused sick day accumulated at the time of quitting.

"Active service" excludes personal leave time or disability leave time or layoff time. Active service means active employment.

B) **Option No. 2:** A regular employee shall earn sick leave at a rate of one day for each completed month of service, except that no employee shall earn any sick leave during an approved leave of absence without pay. An employee choosing **Option No. 2** shall be allowed unlimited sick day accumulation during his employment. However, such an employee or his designated beneficiary, if applicable, shall receive no compensation for unused sick leave upon death, retirement, or termination of employment.

C) Every regular employee covered by this **Agreement** shall choose which option he or she shall be covered under. The option chosen may be changed by the employee up until the time that the 90 days have been accumulated. If an employee chooses **Option No. 1**, he shall have the right to change his designated beneficiary at his discretion.

13.2 A) Upon approval of the Foreman, an employee may utilize sick leave allowance for absence due to illness or injury or to exposure to contagious disease endangering the health of other employees. B) Sick leave shall be taken in half-day increments only. If ten hour work days are in effect, under memorandum agreement, sick days will be charged at ten hours per day or five hours per half-day. When this results in an employee having hours of sick leave remaining which do not equal a half-day, such hours shall be taken as one increment or carried over to the following year.

13.3 All sick leave used shall be substantiated by written statement on a form approved by the **Commission** which shall be signed by two (2) employees of the **Commission**. These employees, along with one (1) employee designated by the **Commission** shall be trustees of the sick leave policy and shall make investigations to determine if the employee's claims for sick leave are justified. All claims for sick leave must go through this **Committee**.

13.4 A doctor's certificate shall be necessary to claim sick leave in excess of four (4) consecutive days.

13.5 **Abuse of Sick Leave:** Disciplinary action shall be as follows:

1st Offense - Written Warning

2nd Offense - 3 days off without pay

3rd Offense - Discharge or other action determined by the **Commission**.

Where an employee's record of disciplinary action regarding sick leave abuse remains clear for twelve (12) months following the last disciplinary action for such abuse, the employee's record regarding sick leave abuse shall be cleared.

13.6 Upon an extended illness of an employee, the following fringe benefits will be paid by the **Commission** for the employee for one (1) year after the employee's accumulated sick leave has been depleted:

a) Life Insurance premium

- b) Hospital/Medical/Surgical Insurance premium
- c) Dental Insurance premium

In order to qualify for these benefits, the employee's illness and inability to return to work must be certified by a doctor of the **Commission's** choice at the **Commission's** expense.

ARTICLE 14

MISCELLANEOUS

- 14.1** The **Employees' Committee** shall be granted permission to meet with the **Commission** at any regular meeting of the **Commission** upon written application filed in the office a reasonable length of time before the meeting and shall receive pay at regular rates for the time used if the meeting is held during working hours. Such meetings shall not be limited to those required for the consideration of grievances as provided in Article 9, Section 9.2, STEP 4, but the **Committee** may also meet with the **Commission** from time to time to discuss general matters pertinent to the welfare of the organization. Employees, other than members of the **Committee**, whose presence at meetings of the **Commission** may be required in relation to the consideration of a grievance according to the procedure specified above shall be paid at regular rates for time used.
- 14.2** The **Employees' Association** shall have the use of a bulletin board in all garages.
- 14.3** An employee may work until he reaches the age of seventy (70) years, at which time he shall retire.
- 14.4** Employees shall be allowed three hours call-in time when the assignment can be completed outside of regular working hours. If the assignment extends beyond starting time for the shift, or begins immediately upon completion of a shift, only the time necessary to do the work which falls outside of regular working hours will be paid as overtime.

ARTICLE 15

SAFETY AND HEALTH

- 15.1** Both parties to this **Agreement** hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.
- 15.2** Should an employee complain that his work requires him to be in unsafe or unhealthy situations in violation of acceptable safety rules, the matter will be adjusted immediately by representatives of the **Commission**. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article 9 of this **Agreement**.

15.3 The parties to this **Agreement** shall establish a joint safety committee consisting of two (2) representatives of the employees and one (1) representative of supervisory personnel of the **Commission** for the purpose of drafting a written safety code. Both parties agree to enforce such a code. In case of continued violation of the safety rules by an employee after (2) written warnings, the employee may be dismissed. Such employee shall have the rights provided under Article 9 of this **Agreement**.

ARTICLE 16

TERM OF AGREEMENT

16.1 This **Agreement** shall become effective on July 1, 1998 at 12:01 a.m., and shall remain in full force and effect until 12:00 midnight on June 30, 2001. Should either party hereto wish to terminate this **Agreement**, or should either party hereto wish to make changes to this **Agreement**, then such party may do so by transmitting such wish, in writing, through U.S. Mail to the remaining party not less than sixty (60) days prior to 12:00 midnight, June 30, 2001. Failure by either party to so transmit such wish to terminate or to make changes to this **Agreement**, in said manner, by said date and time, within such time limit, shall automatically result in this **Agreement** being renewed for a one (1) year period through 12:00 midnight, June 30, 2002.

16.2 If, during the term of this **Agreement**, either party to this **Agreement** should desire to change the terms and provisions of this **Agreement**, notice of such desire including the specific changes desired shall be reduced to writing and transmitted by U.S. Mail to the remaining party. Any such desired changes must be specifically and mutually agreed to by and between the parties hereto before they shall become effective.

16.3 Under Sections 16.1 or 16.2 of this Article, the party receiving notice of desired changes shall forthwith seek establishment of a meeting between the parties for the purpose of discussion and amicable accommodation for the desired changes.

JOB CLASSIFICATIONS

For the purpose of determining job classifications and wage rates at the beginning of this contract, the following individuals shall be considered members of the bargaining unit employed in the job classifications as listed in the **Agreement** and at the rates established for those classifications in the **Agreement**. Classification of any employee may change during the contract term in accordance with the provisions of the **Working Agreement**.

Truck Driver	Arnold Colbath
Utility Worker	Howard Alverson
Truck Driver	James Staweke
Truck Driver	Bernard Bonnell
Truck Driver	James King
Truck Driver	David Wright
Truck Driver	Kenneth Anschuetz
Heavy Equipment Operator	James McArdle
Heavy Equipment Operator	Dennis Look
Heavy Equipment Operator	James Nelkie
Utility Worker	Eric Groff
Heavy Equipment Operator	Gordon Beckley
Utility Worker	Paul Westcott
Heavy Equipment Operator	Doyle Nelkie
Skilled Mechanic	Edward Proudfoot
Truck Driver	David Brindley
Heavy Equipment Operator	Rick Mousseau
Heavy Equipment Operator	Richard Soult
Heavy Equipment Operator	Gerald Morgan
Truck Driver	Lloyd Piki
Skilled Mechanic	Kevin Meske
Skilled Mechanic	Walker Whitford
Heavy Equipment Operator	James Westcott
Truck Driver	Timothy Timreck
Truck Driver	Donald Caton
Truck Driver	Timothy Blackmore
Skilled Mechanic	Charles Stonehouse
Truck Driver	Randy Konenski

IN WITNESS WHEREOF, THE PARTIES HERETO, through the signatures of their authorized representatives appearing below, have caused this **Agreement** to be executed on this the 27th day of July, 1998.

**FOR: THE IOSCO COUNTY
COMMISSION**

By: *Richard M. Harris*
**Richard M. Harris
Chairman**

By: *Frank M. Leiva*
**Frank M. Leiva
Vice-Chairman**

By: *Calvin McLaren*
**Calvin McLaren
Member**

**FOR: THE IOSCO COUNTY ROAD
ROAD COMMISSION
EMPLOYEES' ASSOCIATION AND
THE EMPLOYEES' COMMITTEE**

By: *Doyle Nelkie*
**Doyle Nelkie
Member, Employees'
Committee**

By: *Richard Soult*
**Richard Soult
Member, Employees'
Committee**

By: *Howard Alverson*
**Howard Alverson
Member, Employees'
Committee**