

6/30/80

(Received as current agreement on 3/2/95 and 4/26/01).

2184

AGREEMENT

MONTMORENCY COUNTY ROAD COMMISSION

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

This Agreement, made and entered into between the Montmorency County Road Commission (hereinafter referred to as the "Employer" and the "Commission"), and Council 11 of the International Union, American Federation of State, County and Municipal Employees, and its affiliated Local #1794, (hereinafter referred to as the "Union").

WITNESSETH that the parties do hereby agree as follows:

ARTICLE I. PURPOSE

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

Section 2. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in maintaining a proper service to the County.

Section 3. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees covered hereby, as herein set forth.

ARTICLE II. RECOGNITION

Section 1. The Employer does hereby recognize the Union as the sole representative of all employees covered hereby with respect to collective bargaining as to wages, rates of pay, hours of employment, and other conditions of employment.

Section 2. Employees covered hereby and represented by Union, are all employees of the Employer, excluding temporary, administrative, management, supervisory, engineering, confidential and clerical employees.

Section 3. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make

Montmorency County Road Commission

any agreement with any such group or organization for the purpose of undermining the Union.

Section 4. The Commission has the right to hire, suspend or discharge for proper cause, or transfer, the right to relieve employees because of lack of work or funds or other legitimate reason, to establish standards and evaluate job performance and to assign to positions, except as limited by this Agreement. It is understood that, while a special conference concerning any of the foregoing matters is pending, the Commission may take action on them as the circumstances may require. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Commission or any official thereof, or to abridge or reduce such authority in any way, but this Agreement shall be construed as requiring the Commission and its officials to follow the procedures and policies prescribed herein, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

Section 5. The Commission agrees that all employees within the bargaining unit who are members of the Union the effective date hereof shall, as a condition of continued employment, pay to the Union, the regular, uniform and periodic dues which are payable by all members of said Local Union. All employees within said unit who are not members as of said date shall, beginning with respect to the first full calendar month after the month in which this Agreement is signed, as a condition of continued employment, pay to the Union the regular, uniform and periodic dues aforesaid. All new employees hired as probationary employees shall, beginning with respect to the first full calendar month after completion of their probationary periods, as a condition of continued employment, pay to the Union the regular, uniform and periodic dues aforesaid. Said dues shall be payable under this Section irrespective of whether or not said

employees are, or hereafter become, members of the Union. The Commission agrees, upon formal written request from the Union, to discharge any such employee who has become delinquent in the payment of the aforesaid dues.

Section 6. The Commission agrees that it will honor voluntary written authorizations by employees in the bargaining unit whereby the Commission will deduct and remit to the Union, from the employee's pay, the employee's regular, uniform and periodic union dues. The dues for any calendar month shall be deducted from the employee's first pay of the month and remitted to such address designated by the designated financial officer of Michigan Council #11, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5) day of the month following the month in which they were deducted. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to the deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues. The Union agrees that it will inform the Commission, in writing, of the amount of such regular dues and any changes occurring therein from time to time. The parties agree that any such authorization may be revoked by the employees serving thirty (30) days written notice upon the Commission.

ARTICLE III. UNION MANAGEMENT RELATIONS

Section 1. All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Commission. Provided, however, that any individual employee at any time may present grievances to his employer in accordance with the Grievance Procedure hereinafter set forth, and may have the grievance adjusted at any level to which it may have been processed, without the intervention of the Union, if the adjustment is not inconsistent with the terms of the Agreement, and provided that the Union has been given opportunity to be present at such adjustment.

Section 2. Agreements reached between the parties hereto shall become effective only when signed by the authorized representatives of the Union, and by the Board of Road Commissioners. It is understood and agreed that both parties, during the negotiation hereof, had full opportunity to negotiate on any appropriate subject, whether or not then within their contemplation, and that the parties therefore agree that, during the term hereof, neither party shall be obligated to negotiate with respect to any additions or deletions from, or modifications of, this Agreement. This section shall not act as a bar to grievances submitted hereunder.

ARTICLE IV. DEFINITIONS

Section 1. A permanent employee is one employed for at least four months of continuous service.

Section 2. A probationary employee is a person employed for less than four months of continuous service with the understanding that he may acquire permanent status.

Section 3. A temporary employee is a person employed for seasonal or temporary work, not to exceed six (6) months in any one year, with the understanding that he is ineligible for permanent status until he has been reclassified as a probationary employee, at which time his employment in a temporary status shall be credited toward the probationary period.

ARTICLE V. REPRESENTATION

Section 1. For the purposes of collective bargaining with respect to the

terms of an Agreement, the Commission will recognize not to exceed three Bargaining Committeemen, including the Chairman, and alternates who may function in the absence of the Committee Member, all of whom shall be employees of the Commission. They may be selected in any manner by the Union, but the Union will notify the Commission of their names, in writing, before they shall function as such. In addition, the Commission will recognize such officials from the Council Office or the International Union, for this purpose, as the Union may designate.

Section 2. For the purpose of processing grievances hereunder, the Commission will recognize said Committeemen, who shall act as Stewards in handling grievances with supervisory employees designated by the Commission. The Stewards, without loss of time or pay, may present grievances to the Commission at a time designated by the Commission, in accordance with the Grievance Procedure. Stewards may, upon notice thereof to the supervisors involved, investigate grievances during the last half hour of the shift, except where it would unduly interfere with operations.

Section 3. The Union, except as otherwise provided herein, 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 Section One (1) of Article II of this Agreement, except employees discharged or disciplined for other than Union activity.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 1. The grievance procedure shall be available to every employee without fear of reprisal. Each employee shall be permitted to represent himself, or to request representatives of the Union to assist him, as provided below.

(a) Step 1.

When an employee shall feel himself aggrieved by reason of a specific violation hereof he shall sign a statement of his grievance in triplicate, and file it with his immediate supervisor, who will be designated by the Employer. The supervisor shall, within three (3) working days after receipt of the

grievance, meet with the grievant and/or his Committeeman and attempt to settle same. He shall give his decision to the grievant in writing within three (3) working days thereafter. One copy of the decision shall be delivered to the grievant, one copy to the Union and the third retained by the Employer. The procedure shall terminate at this point in the event the request is granted. The designated supervisor, by District and Division, shall be posted on the Union Bulletin Board so that the employees are aware of their immediate supervisor. If the grievance is initially presented to a Foreman, then the provisions of this Step will apply equally to processing same with the Superintendent, before proceeding to Step 2.

(b) Step 2.

In the event the decision of the supervisor is not satisfactory to the grievant; he or the chairman of the Bargaining Committee may, within five (5) working days after receiving same, appeal it by endorsing that fact on his copy of the grievance and delivering same to the Engineer-Manager. The Engineer-Manager shall, within five (5) working days after his receipt thereof, meet with the grievant and/or his Committeeman and attempt to settle the matter. He shall give his decision to the grievant, in writing, within three (3) working days thereafter, shall deliver a copy to the Union and retain the third. The procedure shall terminate at this point if the matter is settled.

(c) Step 3.

If the Engineer-Manager's decision is not satisfactory, the grievant or the Chairman of the Bargaining Committee may, within five (5) working days after receiving same, appeal it by endorsing that fact on his copy of the grievance and delivering same to the Engineer-Manager, who will then arrange a meeting between the representatives of the parties authorized under Article III, Section 1. Said meeting shall occur within ten (10) working days from the receipt of the appeal by the Engineer-Manager, unless the Union and the Employer shall otherwise agree. A decision in writing shall be delivered to the Union within

five (5) working days after said meeting.

(d) Step 4.

If the matter is not settled in Step 3 above, the grievant or the Chairman of the Bargaining Committee may submit an appeal on an agenda to the Appeal Board, consisting of two representatives of the Union and two representatives of the Commission. Such appeal must be submitted to the Secretary of the Board of Road Commissioners within five (5) working days after date of receipt of decision in Step 3 above. A meeting of the Appeal Board shall then be arranged by the members thereof to discuss the grievance, within ten (10) working days from the date the agenda is received by the Secretary, and the Appeal Board will submit its written decision to the parties not later than five (5) working days thereafter. All time limits in this Step may be extended by agreement of the Union and the Employer.

(e) Step 5.

If the matter is not settled in Step 4 above, the Union, with the approval of the Council may, within thirty (30) days of receipt of the Appeal Board's decision, refer the matter to the Michigan Employment Relations Commission for mediation and/or a hearing and advisory recommendation by a representative of said Commission.

Section 2. No grievance will be considered valid which is not presented in Step 1 within ten (10) working days of the occurrence which gave rise to it. Any grievance not appealed by the grievant or the Chairman of the Bargaining Committee from an answer at any step of the grievance procedure to the next step within the time limits prescribed above, shall be considered settled on the basis of the last answer and not subject to further review.

Section 3. If an employee presents a grievance individually to his supervisor, the latter shall notify the Committee Chairman of the time and place it will be discussed, and send a copy to the Committee Chairman. No grievance settlement will be honored which is inconsistent with the Road Commission's obligations under this Agreement or applicable law.

ARTICLE VII. ARBITRATION

Section 1. In the event that any grievance or dispute growing out of the discharge of any bargaining unit employee is not settled through the procedures of the preceding Article, the Union may, within ten (10) working days from the conclusion of the last step of the Grievance Procedure, request the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules then obtaining.

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

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

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

Section 5. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party shall be borne by the party incurring them. Either party shall have the right to obtain and enforce subpoenas for the presence of any witness it deems necessary to the full presentation of its case.

Section 6. The Arbitrator shall have no power to rule upon any case other than those specified in Section 1 above, and as to them he may change the penalty only if he finds the Employer to have acted arbitrarily. Neither may he rule upon any case which might otherwise be the subject of a charge of unfair labor practices to the Michigan Employment Relations Commission. In the event the Arb-

itrator shall order reinstatement, he may do so either with or without back pay in whole or in part but the retroactivity thereof shall be limited to a period not exceeding thirty (30) days prior to the date the written grievance involved was received by the Employer.

ARTICLE VIII. SENIORITY

Section 1. Seniority is defined as the length of continuous employment by the Commission since last date of hire except as provided in this Article. No rights or privileges shall accrue to employees based upon seniority except as set forth in this Agreement.

Section 2. There shall be no seniority among probationary employees and they may be discharged or laid off in any order, without recourse to the grievance procedure, except in discharge cases involving a claim or discharge for Union activity.

Section 3. When a layoff becomes necessary, all probationary employees and temporary employees shall be laid off first, in any order. Thereafter, permanent employees will be laid off as follows:

(a) Employees shall be laid off first from the classification where the reduction of work occurs. The lowest seniority employee in the classification shall be the first to be so laid off.

(b) An employee laid off from classification may exercise his seniority to bump the lowest seniority employee in any other classification carrying an equal or lower starting rate, providing he has greater seniority than the employee so displaced and is equally competent to perform his work.

(c) An employee displaced under Paragraph (b) above may exercise his seniority in the same manner.

(d) Field Division employees may not exercise seniority to displace Shop Division employees, and vice versa. Those employees classified as Mechanic, or Mechanic-Welder are considered to be in the Shop Division for seniority purposes; all other classifications are in the Field Division.

(e) Employees who bump into a lower rated classification shall retain the rate of the classification from which they were laid off.

Section 4. Upon recall, employees laid off from any classification shall be recalled, and must return thereto, in order of seniority.

Section 5. Mandatory retirement age shall be 65 but an employee may apply for retirement at age 60 with reduced benefits under the pension plan.

Section 6. Absence upon an approved leave of absence shall not break seniority.

Section 7. Seniority shall be lost and the employee terminated if:

- (a) The employee quits.
- (b) The employee is discharged for just cause, which is not reversed through the Grievance Procedure.
- (c) A laid-off employee is not recalled within two (2) years.
- (d) An employee is guilty of infraction of Article XI, Section 4.
- (e) The employee is absent from work for three (3) consecutive days without authorization.
- (f) The employee is absent without authorization on two (2) occasions within one contract year, except where the employee is able to establish legitimate reason.
- (g) The employee retires.

Section 8. A seniority list will be supplied to the Union at least every six (6) months.

Section 9. The Commission, for all purposes of this Agreement, shall be entitled to rely upon the employee's last known address according to its records. It shall be the employee's responsibility to keep his current address on file with the Commission.

Section 10. Any employee transferred to a position outside the bargaining unit may be so transferred only with his consent. At the time of such transfer, his bargaining unit seniority shall cease to accumulate but he shall retain such seniority as he has accumulated to the date of transfer. If he later returns to the unit he shall return with said retained seniority and shall be entitled to such rights within the unit as then accrue to him on the basis of retained seniority only.

ARTICLE IX. PROMOTIONS AND TRANSFERS

Section 1. The Commission shall have the right to make transfers and

promotions within the bargaining unit in accordance with the terms of this Agreement.

Section 2. Employees shall be transferable from one piece of equipment to another, subject to need, and at no decrease in pay. When employees are transferred temporarily to work in a higher rated classification for a period of more than five (5) consecutive working days, they shall be paid, during the remainder of the transfer, the rate in the higher classification which is next higher than the rate they were receiving in the classification from which they were so transferred.

Section 3. Except as provided in Section 2 above, all employees shall do such work as is available at their regular rates of pay.

Section 4. Ability to perform available work and seniority shall determine promotion to better jobs. All promotional job openings will be posted on the bulletin board for at least three (3) working days. This shall include newly created jobs or vacancies caused by retirement, resignation, discharge or death. Any employee requesting consideration to fill a posted job will list his name and date of hire for computing seniority. The Engineer-Manager will select from those who have posted for the job the best suited considering seniority, ability, experience and physical fitness. When there is a deviation from seniority, the employee(s) will be notified in writing (as to the reasons for denial), and a conference between the Engineer-Manager and the Union Committee will be held, if requested, prior to an official appointment.

Section 5. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs.

Section 6. When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Commission will notify the Union prior to establishing such classification and rate structure therefor. In the event the Union does not agree that the description is accurate or that said rate structure is proper, such matters shall be subject to negotiation.

Section 7. Employees who are assigned to work out of any Garage for temporary periods, such as the absence of another employee because of illness, vacation or other cause, shall be given a five (5) day notice, either written

or verbal, before being required to report for work to such garage, except in emergencies. If such assignment requires the employee to travel additional mileage between home and work, he shall be compensated for such additional mileage at sixteen cents (16¢) per mile, both ways, for each day he is so assigned.

ARTICLE X. INSURANCE

Section 1. Only permanent employees shall be eligible for the following benefits subject to the provisions of the respective policies.

(a) The Employer agrees to continue the present group term life insurance coverage, in the amount of \$10,000.00, for all permanent employees who apply for same, and to pay the entire premium of the policy.

(b) The Employer agrees to provide hospital medical-surgical insurance coverage for all permanent employees who apply for same, and to pay the entire premium for the employees and (1) for those persons under nineteen (19) years of age whom he claims as dependents for Federal Income Tax purposes and/or (2) for those persons as to whom he is required by Court Order to provide such coverage. Such coverage shall be comparable to the present BC-BS Plan which include BC-BS Master Medical (N-4) Plan and BC-BS (\$1.25) Co-Pay Prescription Drug Rider. The Employer agrees to provide the Union with thirty (30) days written notice of its intent to change its hospital-medical-surgical insurance carrier.

(c) The employer agrees to continue the present pension retirement plan for permanent employees and to make the coverage and benefits of the plan available to all permanent employees. An employee may be enrolled in the plan only on January 1st of any year. The employee's share of premium shall be five percent (5%) of his yearly base pay based on 2080 hours of work. The Commission agrees to match the employee's yearly payment for said annual hourly limits. The Commission will provide each employee with a copy of the booklet summarizing The Pension Plan.

ARTICLE XI. LEAVES OF ABSENCE.

Section 1. All requests for leaves of absence shall be made by the employee to the employer in writing.

Section 2. An employee may be granted a leave of absence without pay and without loss of reinstatement upon approval by the employer. Such leave of absence shall not exceed six (6) months, but may be renewed upon approval of the Commission. Renewed leave time will not count for the purposes of Article IX, Section 4.

Section 3. An employee granted a leave of absence shall be restored to his position on the expiration of his leave, or, if approved by the Engineer-Manager, before the expiration thereof.

Section 4. The failure of any employee to report at the expiration of a leave of absence, including an unpaid sick leave, shall be deemed an unauthorized leave of absence without pay and shall be treated as a resignation or grounds for dismissal.

Section 5. An unauthorized absence from duty after he has reported for work and during that work day will be an absence without pay and shall be grounds for disciplinary action.

Section 6. Any employee who has accumulated vacation credits at the time of being granted an approved leave of absence may elect to receive payment for such vacation credit prior to his leave of absence.

Section 7. Any employee, other than temporary, who enters military service in the armed forces of the United States shall be entitled to a military leave of absence without pay for the period of time required (other than re-enlistment) to fulfill his service obligation. Upon his discharge, if he reports for work within the time prescribed by law, and his discharge is other than dishonorable, he shall be entitled to reinstatement in a job of at least equal pay to the one he left unless he is physically or mentally incapable of handling it, in which case he will be placed on work he is capable of handling. There shall be no loss of seniority for periods of military duty or for periods of military reserve training.

ARTICLE XII. SICK INSURANCE AND FUNERAL LEAVE

Section 1. Permanent employees shall be granted sick leave insurance with pay of four (4) hours for each bi-weekly work period in which he works at least seventy-six (76) hours. In the event that an employee works less than seventy-six (76) hours in any bi-weekly work period as a result of a reduction in the

work week pursuant to Article XV, Section 3 hereof, then for the purpose of calculating any benefit under this Section, the employee shall be deemed to have worked seventy-six (76) hours in said bi-weekly work period.

Section 2. Permanent employees may accumulate up to eight hundred (800) hours of sick leave insurance. The Employer will pay to each employee one hundred percent (100%) for each sick leave insurance hour which he would have accumulated in excess of the eight hundred (800) hour limit, such payment to be made in the pay period following the pay period in which such sick leave insurance hours would have accumulated.

Section 3. No employee shall be eligible for such sick leave insurance payments during an approved leave of absence. When a laid-off employee returns to work his previous unused sick leave insurance allowance shall be placed to his credit.

Section 4. Sick leave insurance may be used by an employee in the event of his illness, injury, or exposure to contagious disease endangering others, or for illness or injury in his immediate family which necessitates his absence from work. Immediate family shall include the employee's spouse, children, parents or foster parents, parent-in-law, grandparents of employee or spouse, brothers and sisters. Sick leave may also be used for appointment with doctor, dentist or other recognized practitioner, funerals and illnesses not requiring medical attention. It may be used, for such purposes, on an hourly basis, computed to the nearest one-half ($\frac{1}{2}$) hour. Misuse of sick leave insurance shall subject the employee to disciplinary action up to and including discharge.

Section 5. The employer shall grant three (3) days funeral leave in the event of death in the employee's immediate family as previously defined, provided the employee proves he attended the funeral, if required by the Commission.

Section 6. The employees shall notify the Superintendent or Engineer-Manager one-half hour before the start of the work day in case of sickness or inability to work. Failure to notify the employer shall result in loss of sick leave insurance for that day, except under extenuating circumstances.

Section 7. The employee shall complete and sign a "sick leave insurance affidavit" immediately upon returning to work. Falsification of such evidence may be cause for discipline up to and including discharge.

Section 8. Sick leave insurance shall be allowed only if an employee has sufficient sick leave insurance credits to cover the period of absence. In the absence of sick leave insurance credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred. Half-day sick leave insurance will be allowed.

Section 9. The employer shall post the accumulated sick leave insurance credits of the employees every three months.

Section 10. Employees who terminate their employment with the Commission by retirement under the retirement plan referred to in Article X above, will be paid an amount equal to one hundred (100%) percent of accumulated but unused paid sick leave insurance hours (not exceeding eight hundred (800) hours standing to their credit at the date of retirement, computed on the basis of the employee's hourly rate at the time of retirement.

(a) In the event of the death of an employee prior to retirement, all such accumulated sick leave insurance hours, computed on the same hourly rate basis, shall be paid in full (100%) to the beneficiary designated in writing by the employee (otherwise to his Administrator), in accordance with the statute as hereinafter provided in Article XVII-Wages.

ARTICLE XIII. HOLIDAYS

Section 1. The purpose of a paid holiday is to permit the employees the day off in observance of the day without loss of compensation.

Section 2. Permanent employees shall receive one normal day's pay for absence from work for the following holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day, providing the employee works on the scheduled days before and after such holidays. Whenever one of these holidays falls on Saturday, time off with pay shall be allowed on the preceding Friday; and whenever one falls on Sunday, the subsequent Monday shall be allowed. A holiday shall not be counted as a vacation or sick leave day.

Section 3. In addition, the days preceding Christmas and New Years Day, (when Christmas and New Years Day fall on Tuesday, Wednesday, Thursday or Friday) and Good Friday shall be considered as holidays under Section 2, above.

Section 4. The employer shall have the right to require employees to

work on the holidays specified in Sections 2 and 3 above in the case of emergencies. An employee required to work on a holiday shall be paid a minimum of four hours in addition to his regular holiday pay.

Section 5. The employer shall post for the information of employees, the specific dates on which all paid holidays will be allowed in the ensuing calendar year.

ARTICLE XIV. VACATION CREDITS

Section 1. A permanent employee shall earn vacation with pay of four (4) hours for each bi-weekly work period in which he works at least seventy-six (76) hours, so that one hundred four (104) vacation hours may be earned in one calendar year. In the event that an employee works less than seventy-six (76) hours in any bi-weekly work period as a result a reduction in the work week pursuant to Article XV, Section 3 hereof, then for the purpose of calculating any benefit under this Section, the employee shall be deemed to have worked seventy-six (76) hours in said bi-weekly work period.

Section 2. Upon completion of his probationary period and being placed upon the list of permanent employees, a new employee will be credited with the hours of vacation earned during said period, on the basis provided in Section 1 above. Thereafter he will earn, and be credited with, paid vacation hours as provided in Section 1, above.

Section 3. A permanent employee may not accumulate more than two hundred forty (240) hours of vacation credits.

Section 4. Permanent employees who have completed, as of January 1st of any year, ten or more years of continuous service, shall be credited, as of said date, and annually thereafter, with additional vacation hours with pay as follows:

<u>Years of Continuous Service</u>	<u>Additional Hours</u>
At least 10, but less than 15	16 hours
At least 15, but less than 20	32 hours
20 or more	48 hours

Provided, that, at the time of retirement or death, such additional vacation hours shall be credited on a pro-rata basis of one-twelfth (1/12) of 16, 32, or 48 vacation hours, as the case may be, for each full month of service subsequent to

January 1st to date of death or retirement.

Section 5. Vacations shall be allowed only if an employee has sufficient vacation credits to cover the period of absence. In the absence of vacation credits payroll deductions for the time lost shall be made for the work period in which the absence occurred. One month's notice shall be given the Commission before the vacation period. No more than fifty (50%) percent of the work force may be absent on vacation at any one time. All vacation periods must be approved by the employer.

Section 6. Vacation pay shall be computed on the basis of forty hours at the employee's base hourly rate for each week of vacation to which the employee is entitled. Advance payment of vacation shall not be allowed. No money shall be paid in lieu of vacation.

Section 7. No employee shall earn vacation credits during any absence other than paid vacation or paid sick leave.

Section 8. If an employee resigns, is dismissed or laid off, he shall be paid for his accumulated vacation credits up to two hundred forty (240) hours maximum.

Section 9. The employee shall turn in daily time cards for vacations to the employer in advance of taking such vacations.

Section 10. The employer shall post the accumulated vacation credits of the employees every three months.

Section 11. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation but must make request for same two (2) weeks before leaving if he desires to receive it in advance.

Section 12. If an employee is laid off or retires, he will receive any unused vacation credit including that accrued in the current calendar year. Such current credits so paid will not be counted in computing any subsequent vacations.

Section 13. Employees may use their vacation credits, computed to the nearest one-half ($\frac{1}{2}$) hours, on an hourly basis, subject to the provisions of section 5 above.

ARTICLE XV. HOURS AND OVERTIME

Section 1. All employees shall report for work at the Road Commission

garage in Atlanta, Michigan, unless otherwise assigned.

Section 2. The Commission shall have the right to set work schedules. Normally the schedule of work hours, shall be from 7:00 A.M. to 3:30 P.M. Said schedule shall include a one-half ($\frac{1}{2}$) hour, commencing at 11:30 A.M., for lunch period on the employee's time.

Section 3. The employer shall have the right to shorten, change or lengthen the work week; provided, however, that the Employer shall not reduce the work week below thirty-two (32) hours per work week without the concurrence of the Bargaining Committee, It is specifically understood that this provision is made to reflect the Employer's concern for the economic welfare of its employees, and shall not be construed as giving its employees any degree of control over the policy-making prerogatives of the Employer. Notice of such changes shall be given to the Committee Chairman in writing at least five (5) days before they are to go into effect, and shall be subject to special conference at the request of the Union. Normally, the work week shall consist of five (5) eight (8) hour days. Two work weeks shall constitute the bi-weekly work period. In addition, employees will be paid time and one-half for all hours worked on holidays, in addition to any holiday pay for which they are eligible. For the purpose of computing overtime, vacations, holidays and sick leave, for which the employee receives pay, will be counted as hours worked.

Section 4. Subject to the provisions of Section 5 of this Article XV, all employees shall be paid at one and one-half ($1\frac{1}{2}$) times their regular hourly rates of pay for all hours worked in excess of forty (40) hours in a work-week or in excess of eight (8) hours in a work-day, but no hours shall be taken into account for weekly overtime purposes as to which premium pay has been paid on any other basis.

Section 5. During the period of November 15th through April 30th all overtime hours shall be accrued with the employee entitled to use such hours as "compensatory time off" subject to the approval of the Employer. On July 1st of any calendar year the Employer shall contact each employee and inform him of his accumulated "compensatory time off" hours. The employee shall have the option of taking up to 80 hours of his "compensatory time off" hours as vacation provided said usage occurs prior to October 1st of said calendar year, or being paid for all accrued "compensatory time off" hours in the first pay day following July 1st.

Section 6. Pay days shall be based upon the bi-weekly work period, which shall begin on Sunday and terminate on Saturday (inclusive), with wages paid every other Thursday. If a pay day falls on a holiday, wages shall be paid the day before the holiday.

ARTICLE XVI. SUSPENSIONS, DEMOTIONS AND DISMISSALS

Section 1. The Union recognizes the right of the Commission to make and enforce reasonable rules and regulations governing the conduct of its Administrative responsibilities, not inconsistent with the terms of this Agreement, and subject to the Grievance procedure and Arbitration when applicable.

Section 2. Penalties imposed under this Article shall be stated in writing with copies supplied to the employee and the Union Committee. In imposing discipline on a current charge, the Commission will not take into account any prior infraction which occurred more than two years previously.

ARTICLE XVII. WAGES

Section 1. Classifications and Wage Rates and provisions with respect thereto shall be in accordance with Schedule A - Wage Schedule - attached hereto and made a part hereof.

Section 2. Employees who receive payments for disability under the Workmen's Compensation Act due to injuries arising out of and during their employment with the Employer will be paid a supplement to such payments in an amount per day equal to the difference between such payments and their regular (8 hours) day's pay from the Employer, under the following conditions:

(a) The supplementary payments will begin after the employee has exhausted all accumulated vacation and sick leave insurance credits, and will continue for a maximum of one hundred (100) working days after exhaustion of said credits.

(b) Supplementary payments will not be considered as credits for the purpose of qualifying for vacation, sick leave or holidays. Hospitalization and Life Insurance coverage will be continued, in Workmens Compensation cases, for the same period as stated in subsection (a) above.

Section 3. Employees who are required to report for jury duty shall be granted a leave of absence for the time required by the Court and will be paid the difference between jury duty compensation and their regular wages for time so lost, not to exceed eight (8) hours at straight time, in any one day, and

not to exceed sixty (60) days in any contract year. Days spent in such service will be considered as credits for the purpose of qualifying for vacation, sick leave insurance, and holidays. Hospitalization and Life Insurance coverage will be continued with respect to all days which are spent on Jury Duty.

Section 4. (a) Wages, (b) Vacation credits accumulated to the end of the completed payroll period preceding the date on which an employee dies, and (c) Sick Leave Insurance accumulated to the same time, are all considered as wages for the purpose of this section. They will be paid in a lump sum by issuance of a check payable in the name of the employee. The Commission accepts no responsibility with respect to the authority of any person to cash such check. Provided, that if the employee shall have filed with the Clerk of the Board of County Road Commissioners a sworn statement as provided in the following statute, then such payment shall be paid in accordance with said statute, viz:

M.S.A Section 17.272. "In case of the death of any employee, the employer, including the State of Michigan and any political subdivision thereof only for the purpose of this section, may pay the wages due to such deceased employee to the spouse, children, father or mother, sister or brother of the deceased employee, preference being give in the order named unless the employee, by a sworn statement which has been filed with the employer prior to death, has established a different order, without requiring letters of administration to be issued upon the estate of said deceased employee, and if such deceased employee shall not leave a spouse, children, father, mother, sister or brother surviving him, then the employer may pay the wages due such deceased employee to the creditors of such deceased employee as follows: Undertaker, physician, hospital, boarding housekeeper and nurse, each their pro-rata share of wages due such employee, upon sworn statment of the amount due, without letters of administration being issued. And the payment of such wages shall be a full discharge and release of the employer from the wages so due and paid." (CL. 48, Section 408.522; CL.29, Section 8500).

Section 5. Any employee who is called out to work either before of after his regular shift and whose work during such period is not continuous with his regular shift, that is, there is a break of at least one-half ($\frac{1}{2}$) hour between

the call-out period and his regular shift, shall be compensated for a minimum of two (2) hours for each call-out. During such periods, he may be assigned to any work available.

Section 6. The Employer agrees to adopt a "Progress Bonus" plan which will be checked April 30th and October 31st of each calendar year during the term of this Agreement, beginning with October, 1977. It will operate as follows:

(a) The base periods for bonus determination will be:

May 1 to October 31, inclusive; and

November 1 to April 30, inclusive.

(b) For each of said periods 1040 man hours per employee will be used as the basis for bonus determination, but said basis will be subject to adjustment as follows:

(1) Vacation Credits. All credits over 80 hours will be subtracted from the man hour base.

(2) Sick Leave Insurance Usage, Leave of Absence, Lost Time, and Funeral Leave will be deducted from the man hour base.

(c) The Progress Bonus will be computed as follows:

(1) Maintenance - the dollar volume of Maintenance performed during the bonus period.

<u>DOLLAR VOLUME</u>	<u>MINIMUM PERCENT BONUS</u>
Less than \$50,000.00	-----
\$50,000.00 but less than \$100,000.00	0.30
\$100,000.00 but less than \$150,000.00	0.80
Over \$150,000.00	1.00

(2) Construction - The dollar volume of construction performed during the bonus period.

<u>DOLLAR VOLUME</u>	<u>MINIMUM PERCENT BONUS</u>
Less than \$25,000.00	0.70
\$25,000.00 but less than \$50,000.00	1.00
\$50,000.00 but less than \$100,000.00	1.25
\$100,000.00 but less than \$150,000.00	1.50
Over \$150,000.00	1.75

(3) Equipment Expense - The dollar volume of equipment expense during the bonus period.

<u>DOLLAR VOLUME</u>	<u>MINIMUM PERCENT BONUS</u>
Less than \$40,000.00	1.75
\$40,000.00 but less than \$60,000.00	1.25
\$60,000.00 but less than \$80,000.00	1.00
\$80,000.00 but less than \$100,000.00	0.75
Over \$100,000.00	-----

(4) The Progress Bonus will be determined at the end of each six month bonus period from the monthly balance sheets of the Road Commission. A lump sum payment will be made to employees within forty-five (45) days after the end of each such period. For the first period (ending October 31, 1977), all Progress Bonus payments will be based upon the May 1, 1977 to October 31, 1977 base period.

ARTICLE XVIII. GENERAL

Section 1. The Union shall be provided with a reasonable amount of space for posting official organization bulletins and public press releases. All postings shall be signed and dated by the Secretary of the Local and may be removed after a reasonable time.

Section 2. Road Commission facilities shall not be used for political purposes.

Section 3. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, age, race, color, creed, national origin or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.

Section 4. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. The Commission may evaluate the work performance of each employee and will normally do so at least once every six (6) months. Each employee will receive a copy of his ratings.

Section 6. The Commission will provide a clothes locker for each employee. The contents must be kept reasonably clean by the employee and will be subject to inspection upon request.

Section 7. Supervisory and other employees who are excluded from the bargaining unit shall not perform bargaining unit work if it results in the displacement of a bargaining unit employee or the failure to recall a laid-off employee to his regular schedule. This section shall not preclude such work by excluded employees in cases where it is not regularly recurring, in emergencies calling for immediate action, and in the instruction or training of employees, including the demonstration of the proper method of accomplishing the task assigned. Supervisors shall not perform overtime work on any equipment except in emergencies or under extenuating circumstances.

Section 8. All employees shall be residents of Montmorency County in order to remain an employee of the Montmorency County Road Commission.

ARTICLE XIX. TERM

Section 1. This Agreement shall be effective as of July 1, 1977, except as to increases in Insurance, which will be put into effect as soon as the carriers make them effective. It shall continue in full force and effect through June 30, 1980, and from year to year thereafter, unless either party shall give notice to the other of its intention to terminate or modify the same. Such notice must be given at least sixty (60) days but not more than ninety (90) days prior to July 1, 1980, or any anniversary thereof, in which event this Agreement shall terminate upon the anniversary date next following said Notice. Said Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, at 1034 N. Washington Avenue, Lansing, Michigan, and if to the Commission, addressed to the Montmorency County Road Commission, Route #2, Box 50, Atlanta, Michigan, or to such other address as either party may designate, in writing, to the other.

IN WITNESS WHEREOF, the parties have caused this instrument to be

executed by their duly authorized officers and Board Members this 8 day
of August, 1977.

COUNCIL # 11, AMERICAN FEDERATION
OF STATE, COUNTY and MUNICIPAL
EMPLOYEES, affiliated with the AFL-CIO.

By: Wayne Crofoot

MONIMORENCY COUNTY
ROAD COMMISSION

By: James Dobbyn
James Dobbyn, Chairman

LOCAL UNION # 1794

By: Kenneth Licht
Its President

By: LOCAL UNION COMMITTEE MEMBERS:

John F. McDonald Sec. Treas
Vernon Shibley V.P.

Earl Rinke
Earl Rinke

Donald Cordes
Donald Cordes

MONIMORENCY COUNTY ROAD COMMISSION

Schedule A - Wage Schedule

to

Agreement Effective July 1, 1977

Section 1. The hourly rates of pay and the classification system, as set forth below, shall be in full force and effect throughout the life of this Agreement. The rates shown below include a general increase of six (6¢) cents per hour and a Cost-of-Living-Allowance adjustment of sixteen (16¢) cents per hour, effective July 1, 1977:

<u>Classification</u>	<u>Start</u>	<u>4 mo.</u>	<u>10 mo.</u>	<u>16 mo.</u>
<u>Field Division</u>				
Heavy Equip. Oper.	5.53	5.61	5.69	5.77
Equip. Oper.	5.41	5.49	5.57	5.67
Labor	4.99	5.03	5.07	5.11
<u>Shop Division</u>				
Mechanic-Welder	5.61	5.71	5.79	5.89
Mechanic	5.57	5.65	5.75	5.83

Section 2. All of the foregoing rates will be increased by four (04¢) cents per hour effective July 1, 1978, and will be increased by an additional four (04¢) cents per hour, effective July 1, 1979.

Section 3. For the purposes of Article IX, Section 2, the following units of equipment shall be considered to be in the Heavy Equipment classifications:

<u>CLASSIFICATION</u>	<u>EQUIPMENT UNITS INCLUDED</u>
Heavy Equipment Oper.	All grader units, all earth movers, all crawler tractors, the Gradall Excavator, the Bantam Shovel, the Drag-line, and the Brush Cutter Attachment to the Adams Grader.

Section 4. Employees in each of the classifications listed in Section 1, above will progress automatically, at the intervals stated above, to the rates applicable at each such interval. Provided, that new employees may be started at a level within each progression commensurate with their proven experience and training, and new employees who do not continue to improve, at any level of the progression, may be transferred to another classification to which they are more suited at a rate commensurate with the length of their employment with the Commission. In such cases, the Commission will notify the Local Union of the action so taken and the reasons therefor. In the event the employee or the Union does not agree with the Commission's actions and reasons, the matter shall be a proper subject for grievance.

Section 5. Equipment Operators & Heavy Equipment Operators are to be capable of servicing their own equipment insofar as lubrication, tire repairs, preventive maintenance and minor repairs are concerned. They are also subject to, and may be required to, render assistance to a mechanic or the Shop Foreman in repairs to equipment.

Section 6. Employees will accept responsibilities of the job to which they are assigned and will exercise such supervision as required to run a job at the direction of management or supervisory personnel.

Section 7. The Cost of Living Adjustment allowance shall be continued. An adjustment shall be made semi-annually during the term of this Agreement, effective with the beginning of the payroll periods which commence on or next following July 1st and January 1st of each year, beginning with July, 1977.

(a) Said Adjustment shall be based upon the official Consumer Price Index for Urban Wage Earners & Clerical Workers (including Single Workers)... "All Items" published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the Index.

(b) Effective with the beginning of the payroll period starting on or next following July 1, 1977, and thereafter at semi-annual intervals during the life of this Agreement, said adjustments shall be made as follows:

Effective Date of Adjustment:

First payroll period beginning on or next following July 1, 1977,
and at semi annual intervals thereafter.

Based upon:

B.L.S Consumers Price Index of November 15, 1976 as compared to the Index of May 15, 1977, with each semi-annual Index point on said dates to be compared with the preceding semi-annual Index.

(c) The amount of any such adjustment shall be one cent (1¢) per hour for each change of four-tenths (0.4) of one point in the Index during the base period, except that no adjustment will be made unless changes in the Index would require an adjustment or at least two cents (2¢) per hour, it being intended that adjustments will be made only in increments of two cents (2¢) per hour, or multiples thereof. However, changes in the Index, during any base period, which are in excess of eight-tenths (0.8) of one point will be taken into account for the purpose of determining whether an eight-tenths (0.8) of one point change has occurred during the next succeeding base period. Provided, however, that the maximum adjustment which shall be made in the Cost of Living Adjustment allowance for the contract year beginning July 1, 1977 shall not exceed thirty (30¢) cents per hour, and further provided that the maximum adjustment which shall be made in the Cost of Living Adjustment allowance for the contract year beginning July 1, 1978 shall not exceed thirty (30¢) cents per hour.

(d) In no event will a decline in the Index, in any base period, provide the basis for a reduction in classification wage rates below the levels specified in Section 1 of this schedule A, it being intended that no downward adjustment in the Cost-of-Living Adjustment shall result in a reduction of the rates specified in said section.

(e) In the event the B.L.S. does not issue the Index on or before the beginning of the payroll period referred to in Section (b) above, any adjustment required will be made at the beginning of the first payroll period after receipt of the Index.

(f) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any base month.

(g) The parties agree that the continuance of said adjustments is dependent on the availability of the monthly B.L.S. Consumer Price Index in its present form and calculated on the same basis as the Index for May, 1971.

American Federation of

STATE, COUNTY & MUNICIPAL

Employees



LOCAL UNION NAME Michigan Montmorency County Employees

NO 1794

SECRETARY: John McDonald

ADDRESS: Rt 1 East Fox 3

(STREET)

Atlanta, Michigan 49702

(CITY, ZONE AND STATE)

DATE: 7-8-77

Mr. Allen Nicholson Eng. M.E.R.
Montmorency County Road Commission

Local 1794 held a contract Ratification meeting 7-8-77. The new contract proposal was ratified by a close vote of the members.

Thank you

John McDonald

JAMES DOBBYN
Chairman

DONALD CORDES
Vice Chairman

EARL RINKE
Member

Montmorency County Road Commission

Telephone (517) 285-3334 or 285-1744

Route 2 P. O. Box 10

Atlanta, Michigan 49709

ALLEN A. NICHOLSON JR. P.E.
Engineer-Manager

LLOYD OSWALD
Superintendent

JOEL KIM BLEECH
Secretary

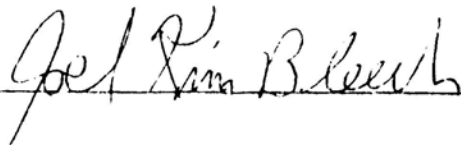
E X T R A C T

The following resolution was passed by the Montmorency County Road Commission on July 11, 1977.

Motion by Rinke supported by Cordes that the Commission approve the proposed three (3) year contract, effective July 1, 1977, with Council 11, AFSCME, AFL-CIO and its affiliate Local 1794.

All in favor-Motion Carried.

I, Joel Kim Bleech, Montmorency County Road Commission Secretary, do hereby certify that the above is a true and correct copy of a resolution passed by the Montmorency County Road Commission on July 11, 1977.



JAMES DOBBYN
Chairman

DONALD CORDES
Vice Chairman

EARL RINKE
Member

Montmorency County Road Commission

Telephone (517) 785-3114 or 785-1144

Route 2 P. O. Box 50

Atlanta, Michigan 49709

ALLEN A. NICHOLSON JR. P.E.
Engineer-Manager

LLOYD OSWALD
Superintendent

JOEL KIM BLEECH
Secretary

E X T R A C T

The following resolution was passed by the Montmorency County Road Commission on July 11, 1977.

Motion by Rinke supported by Cordes that the Commission approve the proposed three (3) year contract, effective July 1, 1977, with Council 11, AFSCME, AFL-CIO and its affiliate Local 1794.

All in favor-Motion Carried.

I, Joel Kim Bleech, Montmorency County Road Commission Secretary, do hereby certify that the above is a true and correct copy of a resolution passed by the Montmorency County Road Commission on July 11, 1977.

