

6646

COLLECTIVE BARGAINING AGREEMENT

between

ROAD COMMISSION
of
MACOMB COUNTY

and

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES LOCAL 893

1998-2001

10/16/2001

Macomb County Road Commission

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GENERAL

ARTICLE 1 - Introduction

This agreement was entered into the 7th day of October, 1998, between the Road Commission of Macomb County, hereinafter referred to as "EMPLOYER" and the Road Commission of Macomb County Employees, Local 893, Michigan AFSCME Council 25, International Union of American Federation of State, County and Municipal Employees, hereinafter referred to as "UNION." The headings in this Agreement and attached exhibits are for reference only and not intended to add to or detract from the meaning.

ARTICLE 2 - Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and mutually acceptance relations between the EMPLOYER and the UNION. To that end there shall be no discrimination against an Employee because of membership in the UNION, UNION activity or acting as a UNION officer. Likewise, there shall be no discrimination against an Employee because of age, sex, race, nationality, religious or political beliefs.

The parties recognize the interest of the community and job security of the employees depend upon the EMPLOYER'S success in establishing proper community service. Accordingly, the EMPLOYER and UNION shall encourage friendly and cooperative relations between the respective representatives at all levels and among all Employees under the terms of this contract.

The provision shall in no way diminish the UNION officers' duty to responsibly administrate the provision herein.

ARTICLE 3 - Recognition of Bargaining Unit

A. Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement and for all Employees of the EMPLOYER included in the bargaining units per Michigan State Labor Mediation Board Case No. R65-1-111.

B. Employees not members of this bargaining unit, excluding summer temporary help, shall not perform bargaining unit work unless justified by reasonable considerations. Should the performance of such work be challenged by the UNION, justification shall be reduced to writing by the instigating or performing party and submitted to the local UNION president. If the response is unacceptable, the matter shall become the subject of a special conference. If there is no agreement, the matter shall become a subject of the grievance procedure, Step II, Step 4.

ARTICLE 4 - Aid to Other Unions

The EMPLOYER will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the UNION, as set forth in Public Act 379 of the State of Michigan.

CONTRACT ADMINISTRATION

ARTICLE 5 - Union Security

To the extent that the laws of the State of Michigan permit, it is agreed that:

A. Employees covered by this Agreement at the time it becomes effective and who are members of the UNION at that time shall be required to become members of the UNION and/or pay a service fee required to become members of the UNION and/or pay a service fee for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following said effective date.

C. Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall become members of the UNION, or pay the service fee for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

D. An employee who shall tender an initiation fee (if not already a member) and the periodic dues or service fees, uniformly required, shall be deemed to meet the conditions of this Section. An Employee who does not elect to become a member of the

UNION shall pay, in lieu of the initiation fee and regular monthly membership dues, a service fee which shall be equivalent to the regular monthly dues. He shall then be deemed to meet the conditions of the Section.

ARTICLE 6 - Union Dues, Service Fees and Initiation Fees Collection

A. During the life of this Agreement and to the extent the laws of the State of Michigan permit, the EMPLOYER agrees to deduct UNION membership dues and initiation fees, in accordance with the constitution and By-Laws of the UNION, from the wages or compensation paid to each Employee who executes or has executed an "Authorization for Union Deduction" form. Such dues and initiation fees will be tendered by payroll deduction when so authorized.

B. Deductions shall be made only in accord with the provisions of said "Authorization for Union Deduction" form.

C. A properly executed copy of such "Authorization for Union Deduction" form for each Employee for whom UNION membership dues are to be deducted, shall be delivered to the EMPLOYER before any deductions are made. Any "Authorization for Union Deduction" forms which are incomplete or in error will be returned to the designated local UNION officer for correction.

D. Deductions for each calendar month shall be remitted to the designated local UNION officer, with a listing of Employees for whom said deductions were made, within fifteen (15) days after date of deduction.

E. In the event the designated local UNION officer determines a member to be delinquent, the designated local UNION officer shall notify the EMPLOYER on a quarterly basis of the name(s) of the delinquent Employee(s) and the amount of each delinquency. If authorized by a properly executed "Authorization for Union Deduction" form, the EMPLOYER shall then deduct the amount of the delinquency from the wages or compensation to be paid the Employee, if the EMPLOYER has not already deducted the amount owing. The deduction shall be remitted to the designated local Union officer during the month following notification. In the event Employee dues are not delinquent, the UNION shall reimburse the Employee for those dues erroneously deducted.

F. Employees who do not make application for membership in the local UNION as outlined in Article 3 shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

G. Upon notification by the local UNION to the EMPLOYER that the Employee has not elected to make application for membership in the local UNION, the Employee shall be directed by the EMPLOYER to sign an "Authorization for Deduction of Service Charge" form and be informed of the provisions of this Agreement relating to noncompliance.

H. The EMPLOYER shall not be liable to the UNION by reason of the requirements of this Agreement for the remittance or payment of any sum other than deductions made from wages or compensation paid to employees

I. The UNION will defend, indemnify and save harmless the EMPLOYER from any and all claims, demands, suit and other liabilities by reason of action taken or not taken by the EMPLOYER for the purpose of complying with Article 5 and 6 of this agreement.

ARTICLE 7 - Stewards and Alternate Stewards

A. There are seven (7) representation Service Centers within the bargaining unit, numbered and located as follows:

Service Center I	Romeo
Service Center II	New Haven
Service Center III	Clinton Township
Service Center IV	Utica
Service Center V	Mechanics
Service Center VI	Signal Shop
Service Center VII	Sign Shop

The number of representative Service Centers shall be seven (7) as above referenced. The EMPLOYER and the UNION may redistrict representative Service Centers from time to time by way of mutual agreement.

There shall be one (1) steward and an alternative steward in each representative Service Center who shall exclusive represent all the Employees working in that representative Service Center. The stewards and alternate stewards shall be regular Employees working in the Service Center they represent.

Employees assigned to the representative Service Center located other than the location of their representative Service Center will be exclusively represented by the steward of the representative Service Center to which they are assigned. The chief steward may represent the Employees.

B. The chief steward, with proper notice to the supervisor, shall be granted leave from his/her work without loss of pay to represent a steward or an Employee discharged, disciplined without pay, or needing representation in the absence of a steward or alternate steward.

C. The stewards may service grievances in accordance with the terms of Article 9. The foreman will grant time as soon as possible, but in any event, not later than the next regularly scheduled working day to service grievances. The right of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances as set forth in Article 9 and will not be abused. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

D. On all overtime work or prior programmed overtime work, the steward or alternate steward shall be continued at work or the first called as long as (s)he can perform the work. If the shift continues beyond two (2) hours, the EMPLOYER is obligated to call in a steward or alternate steward, if (s)he can perform the work, to replace the crew member with the greatest accumulated overtime, or to add the steward to the crew.

ARTICLE 8 - Special Conferences

Special conferences for important matters not related to grievances may be arranged between the Local President or his designated representative. Such conference shall be arranged within five (5) to twenty (20) work days from the date of written request. Such conferences shall include at least two (2) representatives of the EMPLOYER and at least two (2) representatives of the UNION. A written agenda of the matters to be addressed at the meeting together with the names of the participating conferees representing the requesting party shall be presented at the time the conference is

requested. Members of the UNION shall not lose time or pay for time spent in special conferences. Special conferences may be attended by a representative of the Regional Union Council or the International Union. The UNION or EMPLOYER representatives request for caucus time during the conference shall be granted. Special conferences shall not be a substitute for the grievance procedure. This language will be in no way preclude exercise of the grievance procedure.

ARTICLE 9 - Grievance Procedure

Grievance as used in this Agreement is limited to a complaint or request of the grievant which involves the interpretation or application of, or compliance with, the provisions of this Agreement. All grievances shall be in writing. The grievance shall state clearly and concisely all facts which are the basis for the grievance. Articles of the Collective Bargaining Agreement that allegedly are violated shall be specifically enumerated. The grievance shall be dated and signed by the event. A grievance must be considered within seven (7) working days or it shall be considered invalid. Grievances shall not be encouraged by any UNION officer or representative, UNION steward or alternate UNION steward. Grievances may be received, discussed and investigated as specifically delineated in this article unless such activities unreasonably interfere with productive work.

A. Step I

1. The Employee may discuss the alleged grievance with the steward of the district at the beginning or end of the shift. Total time utilized by stewards for this purpose shall not exceed 1/2 hour per day. In the event additional time is deemed necessary, a justifiable request to the foreman by the steward will be given consideration.
2. If the steward believes a grievance occurred, the steward shall seek a resolution by discussing the grievance with the Employee's foreman or supervisor.

B. Step II

1. If the grievance is not settled by discussion between the steward and foreman/supervisor, the steward will present the grievance in writing to the EMPLOYER'S designated representative. The written form shall be signed by both

the Employee and the steward and shall be presented within seven (7) working days of its occurrence, or the Employee's knowledge of its occurrence, to be considered a proper matter for consideration under this or any subsequent step of the grievance procedure.

2. If the grievance is not settled by discussion between the steward and foreman/supervisor, the steward will present the grievance in writing to the EMPLOYER'S designated representative. The written form shall be signed by both the Employee and the steward and shall be presented within seven (7) working days of its occurrence, or the Employee's knowledge of its occurrence, to be considered a proper matter for consideration under this or any subsequent step of the grievance procedure.
3. The foreman/supervisor shall, within seven (7) working days, answer the grievance in writing with a copy to the Local Union President and the Labor Relations Officer.
4. Any violations of the provisions of this agreement considered a policy grievance may be filed on behalf of the UNION by an official of the local UNION.
5. Upon presentation of the grievance, the grievance will be listed for discussion at the next regularly scheduled grievance conference. This shall in no way discourage or preclude withdrawal or settlement of the grievance prior to the grievance conference. The regularly scheduled grievance conference shall be held the third (3rd) Wednesday of each month. More than one (1) grievance must be discussed at the conference. Likewise, the grievance conference may be canceled if there are no grievances to be discussed or may be rescheduled to a mutually convenient time if requested by either party. The grievance conference shall include two (2) representatives of the EMPLOYER and two (2) representatives of the UNION. The grievance conference members shall discuss the grievance with the principal parties and such other parties as they may deem necessary.
6. The Local Union President or the Local Union designated representative shall be allowed time off his/her job without loss of time or pay for grievance related matters. Such time shall be allowed provided three (3) days notice has been

given to the foreman. The foreman shall grant the Local Union President or the Local Union designated representative permission to leave work for grievance related matters up to eight (8) hours per week. If possible, such time shall be taken on a Monday or Friday, however, only one (1) day per week may be used. Additional time will be granted without pay provided such time is not abused.

7. In the event the grievance conference members resolve the matter, disposition shall be reduced to writing, signed by all grievance conference members and forwarded to the designated representative of the EMPLOYER and local UNION. If no resolution results, a similar written notice shall be given each designated representative. If no further action is taken within fifteen (15) working days of the notice of non-resolution, the grievance will be considered concluded and shall not be subject to the further steps of this article. This time limit shall not apply if an appeal to AFSCME Council 25 is required. Under no circumstances shall the period for further action exceed thirty (30) working days.

C. Step III

1. Only unresolved grievances which relate to the interpretation, application or enforcement of any specific article/section of this agreement or any written supplementary agreement, which has been fully processed through the grievance conference, may be submitted to an Umpire.
 - a. The Umpire system shall be involved by written notice to the other party. Such notice shall be given within fifteen (15) working days of the grievance conference determination. If such notice is not given within fifteen (15) working days, the grievance shall be considered concluded and not subject to any further consideration. The grievance must be filed with the Umpire within ninety (90) working days after invoking the Umpire system of the grievance conference. Grievances not filed within ninety (90) working days will be considered concluded. Grievances shall be heard in accord with the published rules of the American Arbitration Association, and a written opinion submitted setting

forth findings of fact, reasoning and conclusions. The expense of the Umpire shall be shared equally by the EMPLOYER and the UNION. Grievances involving discharge and other grievances where the EMPLOYER may have a continuing liability shall be heard within sixty (60) working days of submission to the Umpire, subject to the Umpire's schedule. Other grievances shall be heard within ninety (90) working days of submission to the Umpire, subject to the Umpire's schedule. The Umpire shall render a decision not later than thirty (30) days following the hearing and submission of briefs if briefs are filed.

- b. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select three (3) disinterested persons qualified in labor management relations to serve as permanent Umpires. If the parties are unable to agree upon three (3) lists of three (3) disinterested and qualified arbitrators willing to act as impartial Umpires. From each list, the EMPLOYER and UNION shall alternately strike one (1) name until two (2) names have been eliminated. The person whose name remains on the list shall be selected to act as one (1) of the three (3) permanent Umpires. In the event either party rejects all of the names on a list submitted by the American Arbitration Association, a new list of three (3) shall be requested until a mutually acceptable Umpire is chosen. The Umpires shall be listed alphabetically and shall be selected on a rotating basis to hear cases. The cost of the American Arbitration Association for providing disinterested, qualified and impartial Umpires shall be shared equally by the UNION and EMPLOYER.
- c. If at any time either party desires to terminate the services of an Umpire, it shall give notice in writing to the other party specifying the date of termination. The parties shall then send a joint written notice to the Umpire of his/her termination. Neither party may terminate the services of an Umpire unless (s)he has heard at least one (1) case. Neither party may terminate the services of

any Umpire while a decision on the merits is pending, absent mutual agreement of the parties. Once the Umpire has received written notice that his/her services have been terminated, no other cases shall be heard by that Umpire. In the event an Umpire is terminated, a new Umpire shall be immediately selected by mutual agreement of the parties in accordance with the procedure described in paragraph (b) above.

- d. The Umpire shall strictly limit the decision to interpretation, application and enforcement of the terms and conditions of this Agreement and shall be without power and authority:
 - 1) To make any decision contrary to, inconsistent with, modifying or varying in any way the terms of this Agreement;
 - 2) To grant any wage increase or decrease;
 - 3) To determine any rights or grant any relief for a time period prior to the execution date of this Agreement.
- e. The Umpire shall be without authority to require the EMPLOYER to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretion which, under State or Federal law, the EMPLOYER cannot delegate, alienate or relinquish.
- f. No settlement at any stage of the grievance procedure shall be considered a precedent for any further Umpire hearing.
- g. All claims for back wages shall be limited to the amount of wages the Employee otherwise would have earned less any compensation received for unemployment compensation or temporary employment obtained subsequent to removal from the payroll of the EMPLOYER.
- h. The decision of the Umpire in a particular case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
- i. The Umpire's decision shall be final and binding on the EMPLOYER, the Employee or Employees and the

UNION. There shall be no appeal from the Umpire's decision if the decision is made in accordance with the Umpire's jurisdiction and authority under this Agreement and is not contrary to applicable State and Federal laws.

- j. In the event a case is appealed to an Umpire and the Umpire determines (s)he has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation.
 - k. The grievance party(ies) and the designated Local Union representative shall not lose pay for time off the job while attending the Umpire proceeding.
- D. Withdrawal of Cases
- 1. A grievance may be withdrawn without prejudice, and if so withdrawn without prejudice, and if so withdrawn, all financial liability shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) working days from the date of withdrawal, grievance shall be considered resolved. Where more than one (1) grievance involves a similar issue, those grievances may be withdrawn without prejudice upon mutual agreement of the grievance conference members pending disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
 - 2. After a case has been referred to the Umpire, the case may not be withdrawn by either party except by mutual consent.
- E. Resolved Grievances
- When an Employee's grievance is settled by labor relations and the UNION, paperwork and/or payment is to be submitted promptly. Payment or paperwork is not to be delayed beyond the second (2nd) payday after the week in which the grievance was settled.

ARTICLE 10 - Promotion of Productivity and Efficiency

- A. The UNION recognizes the responsibilities imposed upon it as exclusive bargaining agent of the Employees and also recognizes the EMPLOYER must abide by the statutes of the State of Michigan while simultaneously maintaining the Macomb County road system as efficiently and cost effectively as possible consistent with prevailing labor standards. The UNION acknowledges the Employees within the bargaining unit will be expected to individually and collectively perform efficiently and productively.
- B. The UNION recognizes that public service and public safety are of utmost importance. Procedures and activities undertaken in response to situations threatening or posing to threaten public safety or public service shall be given priority.
- C. The foreman shall have the right to temporarily or permanently correct a hazardous condition of limited extent. If the hazardous condition extends beyond what can reasonably be considered limited, the foreman shall call a crew as he deems appropriate.
- D. If properly classified personnel are unavailable within the Service Center, an available qualified Employee may be assigned work in either a higher, lower or comparable classification, consistent with seniority.

ARTICLE 11 - No Strike Clause

The UNION recognizes that strikes are illegal and contrary to public policy in Michigan and that strikes are detrimental to the public health, safety and welfare. The UNION agrees that no strike of any kind shall be caused or sanctioned by the UNION at any time during the life of this Agreement. The occurrence of any such acts or actions prohibited in this Article by the UNION shall be deemed a violation of this Agreement. Any Employee who commits any of the acts prohibited in this article may be subject to discharge or other disciplinary action may be determined by the EMPLOYER.

ARTICLE 12 - Management Rights

The UNION recognizes that management of the Road Commission of Macomb County is vested exclusively in the

Commission. As such, the Commission shall continue to have all rights customarily reserved to Management, including the right to hire, transfer and determine how many Employees it will employ or retain in various capacities.

Directions of the work and execution of its various duties, functions and responsibilities are vested exclusively in the Commission except as specifically limited by this Agreement or subsequent amendments through Memorandums of Understanding which are approved and adopted at a regular meeting of the Board of Commissioners.

TERMS OF EMPLOYMENT

ARTICLE 13 - Discharge and Discipline

A. If any seniority Employee is discharged or subjected to disciplinary action, the steward of the division and the local president will be notified by Management in writing within the next regularly scheduled work day. Any notice of discharge or disciplinary action involving time off shall be given the Employee, his/her steward and his/her foreman (if such action was not instituted by the foreman), no later than one-half (1/2) hour preceding the end of his/her shift.

B. If the foreman instituted or caused such an action to be instituted (s)he shall present when the notice is given.

C. The discharged or disciplined Employee shall be allowed to discuss the discharge or discipline with the steward of the division as soon as possible, but in any event within the next regularly scheduled work day. The EMPLOYER will make available a conference area. Upon request, the division foreman or his/her designated representative shall discuss the discharge or discipline with the Employee and the steward.

D. Should the discharged or disciplined Employee, or steward consider the discharge or discipline to be improper, a grievance shall be presented in accord with the grievance procedure outlined in Article 9.

E. In imposing any discipline on a current charge, the EMPLOYER will not take into account any prior infractions which occurred more than twenty-four months previous nor impose disci-

pline on an Employee for deliberate errors or mistakes on his/her employment application after a period of two (2) years from the date of hire. Infractions occurring within thirty (30) months previous may be taken into account in the case of a discharge.

F. Any discharge or discipline is to occur within at least eight (8) working days of the infraction or knowledge of the infraction. However, should the EMPLOYER need additional time to conduct its investigation, it will notify the Union in writing of the additional time needed until it reaches a decision on the discipline and/or discharge.

ARTICLE 14 - Seniority, Probationary and Non-Seniority Employees

A. New Employees hired in the unit shall be considered probationary Employees for the first (90) calendar days of their employment. The ninety (90) calendar day probationary period shall be accumulated within not more than one (1) year. When an Employee finishes the probationary period by accumulating ninety (90) days employment within not more than one (1) year, (s)he shall be entered on the seniority list of the unit and shall rank for seniority from the date ninety (90) days prior to the date (s)he completed the probationary period. There shall be no seniority among probationary, seasonal and part-time Employees. Probationary, seasonal and part-time Employees are at will Employees and can be discharged without cause.

B. The UNION shall represent seniority and probationary Employees doing bargaining unit work with respect to rates of pay, wages, hours of employment and other conditions of employment as specifically set forth in this Agreement. Seasonal Employees are defined as those Employees employed at the Road Commission of Macomb County between the first Monday in May and the first Friday in September of any calendar year. Part-time Employees are defined as Employees whose normal work hours do not exceed twenty (20) hours per week.

C. During the ninety (90) calendar day probationary period, probationary Employees will not work scheduled overtime nor be included on the overtime equalization list. Probationary Employees may work overtime to ensure continuity of work for unscheduled overtime situations and may also work when the permanent

Employee roster has been exhausted. Probationary Employees shall not generally work in a higher classification, but may be required to train and learn the operation of equipment during their period of probation and may also assist when snow removal is necessary.

D. Seasonal and part-time Employees shall not work overtime. It is understood that a situation may arise such as an equipment breakdown, delay of materials or act of God which may prevent a seasonal or part-time Employee from returning to the Service Center prior to the conclusion of a regularly scheduled shift.

E. The UNION shall not represent probationary, seasonal or part-time Employees discharged and disciplined for other than UNION activity.

F. Employees who complete their ninety (90) calendar day probationary period shall become eligible for all fringe benefits consistent with the next available entry period where any entry period is applicable. The EMPLOYER will "pre-enroll" at the first available enrollment period those probationary employees in the current health care plan so that upon the successful completion of the ninety (90) calendar day probationary period or any extended probationary period they will be covered. However, it is expressly understood that any pre-enrollment of a probationary employee so that they are eligible for health care or any other fringe benefit upon successful completion of their probationary period or extended probationary period does not in any way make them a seniority employee. Any disputes regarding this paragraph are the proper subject of a special conference, however, any disputes regarding this paragraph for probationary employees are not grievable or arbitrable.

G. The date of seniority for all Employees having identical dates of hire shall be determined by application of the Pseudo-Random Numbers Table.

H. A copy of the maintenance division organizational chart shall be provided to the Local President no later than thirty (30) days after adoption by the Board of County Road Commissioners.

I. The EMPLOYER shall provide the UNION with a monthly list of new permanent hires.

J. Seniority for promotion and lay-off shall be on a Local 893 bargaining unit basis in accord with the Employee's most recent

date of entry into the 893 unit as evidence on the seniority list.

ARTICLE 15 - Seniority List

A. Seniority shall not be affected by race, sex, marital status, age, religion or dependents of an Employee.

B. The seniority list on the date of this Agreement will show the names, job titles and seniority dates of all Employees of Local 893 entitled to seniority.

C. The EMPLOYER shall provide the UNION President with an up-to-date seniority list every ninety (90) days. Such list shall include Employee addresses and designate those Employees who are in a probationary status.

D. An Employee accepting a job classification in another bargaining unit within the Road Commission shall retain their accumulated seniority while a member of Local 893. Such accumulated seniority shall be vested for a period equal to the time the Employee is a non-member for Local 893. When such time as a non-member of Local 893 exceeds that which is vested in Local 893, all seniority rights in Local 893 shall be terminated.

E. If Employees with seniority and holding a job classification in another bargaining unit suffer a job displacement causing their return to Local 893, they shall only exercise their vested seniority rights at any entry level position.

F. This language shall come effective with this Collective Bargaining Agreement and shall not be retroactive.

ARTICLE 16 - Loss of Seniority

An Employee shall lose his/her seniority for the following reasons:

A. He/she quits.

B. He/she is discharged and the discharge is not reversed through the Grievance Procedure.

C. He/she is absent for five (5) consecutive working days, without notifying the EMPLOYER. In proper cases, exceptions will be made by the EMPLOYER. After such absence, the EMPLOYER will send written notification to the Employee at his/her last known address that (s)he has lost his/her seniority and his/her employment has been terminated. If the disposition made of

any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

D. If he/she does not return to work when recalled from layoff as set forth in the Recall Procedure. In proper cases, exceptions shall be made by the EMPLOYER.

E. Return from sick leave and leaves of absence will be treated the same as "C" above.

ARTICLE 17 - Shift Preference

A. Shift preference will be granted on the basis of seniority within the classification, within the Service Center. In proper cases, exceptions may be made with agreement by the local parties. If mutual agreement cannot be reached, it may be grieved.

B. Transfer to the desired shift will be effective within the two (2) weeks following the end of the current pay period within which the written request was made.

C. The exercise by Employees of their seniority for the purpose of shift transfers shall be limited to two (2) occasions per year unless additional transfers of this type are permitted by agreement of the EMPLOYER and UNION.

ARTICLE 18 - Seniority of Officers and Stewards

A. Notwithstanding their position on the seniority list, the President, Vice-President, Financial Secretary, Recording Secretary, Chief Steward and both Executive Board Members of the Local UNION shall, in the event of a layoff, be continued at work at all times when one or more Service Centers or fractions thereof are at work, provided they can perform any of the work available.

B. Notwithstanding their position on the seniority list, stewards shall, in the event of layoff of any type, be continued at work as long as there is a job in their Service Center which they can perform and shall be recalled to work in the event of a layoff to the first open job in their Service Center which they can perform.

ARTICLE 19 - Supplemental Agreements

All supplemental agreements shall be subject to the approval of the EMPLOYER and the Council and/or International Union. They shall be approved or rejected within a period of ten (10) days fol-

lowing the date they are filed by Local UNION or the EMPLOYER through the Local UNION.

ARTICLE 20 - Layoffs

A. Layoff shall be defined as a reduction in the work force resulting from a decrease of work or lack of funds.

B. If a reduction in the work force becomes necessary the following will be mandatory:

1. All seasonal, part-time and probationary Employees shall be terminated.
2. If a further reduction is necessary, the EMPLOYER shall determine and select the classification(s) to which each of those Employees will be eliminated. Such reduction in the case of seniority Employees will be made in inverse order of seniority as defined in Article 14.
3. The EMPLOYER shall prepare a bump list of all Employees who might be affected together with the similar or lower classification(s) to which each of those Employees may be eligible to bump. A copy of the official EMPLOYER bump list shall be provided the Local UNION President of his/her representative simultaneous with its final preparation. In determining the classification(s) to which an Employee's seniority and qualifications. "Qualified" for purposes of this Article, is defined as current ability to do the available work without further training.
4. The EMPLOYER shall follow the same procedure described in paragraph "B(3)" aforementioned for all subsequent bumps. This process shall be continued until the seniority and classification(s) of the Employee(s) who remain(s) afford(s) no further bumping rights.

C. As soon as possible, but in no event later than five (5) working days following notification to the UNION that the bump list has been finally prepared, a meeting shall be convened between three (3) EMPLOYER representatives and three (3) UNION representatives to discuss the proposed bumping sequence. If the UNION disagrees with the bumping sequence as presented by the EMPLOYER, every effort will be made to resolve the dispute through negotiation. If no agreement can be reached, the UNION may exercise its

relevance rights beginning with Article 9, Step II, independent of the bumping process. In any event, disagreement as to the Employee(s) to be bumped and ultimately laid will be resolved by mutual agreement between the EMPLOYER and UNION or as selected by the EMPLOYER over the protest of the UNION. Any Employee in the bumping sequence who desires to accept a layoff rather than bump, shall be considered to have completed the bump process. The EMPLOYER/UNION meeting shall be final as to the bumping sequence and no Employee will possess any further bumping rights related to his/her layoff other than those preserved through the grievance process as aforementioned.

D. Employee(s) to be laid off shall receive at least fifteen (15) working days notice to layoff. Simultaneous with the layoff notice, all Employees changing job assignment/classification through the bumping process shall be given the effective date of their new job assignment/classification. The time constraints in this Article will be waived in the event of natural disasters to the Service Center(s).

E. Members of Local 893 will be given first opportunity to apply for employment among other Road Commission bargaining units prior to outside hiring. Further, a laid off Employee shall be considered as employed for purposes of binding on a posted vacancy as set forth in Article 26 of the Collective Bargaining Agreement.

ARTICLE 21 - Recall Procedure

A. When the work force is increased or job openings occur during the period Employee(s) are on layoff, Employee(s) will be recalled according to their seniority and consistent with paragraph B.

B. Any laid off seniority Employee will be removed from their recall list at the end of a two (2) year period unless (s)he notifies the EMPLOYER in writing within thirty (30) calendar days following expiration of the two (2) year period that (s)he desires to remain on the recall list. Further, the Employee shall continue to give the EMPLOYER written notice each year of his/her desire to remain on the recall list at least thirty (30) calendar days following each anniversary:

C. A laid off seniority Employee will be responsible to register his/her address with the EMPLOYER and any subsequent

change of address. Notice of recall shall be sent to the Employee by registered or certified mail at the last address filed with the EMPLOYER. An Employee shall be expected to report for work within fourteen (14) calendar days after delivery of notice of recall, and his/her failure to report to make alternative arrangements with the EMPLOYER shall be considered a quit as set forth in Article 16 of the Collective Bargaining Agreement.

ARTICLE 22 - Transfers

A. If an Employee is transferred to a position not included in the Local 893 bargaining unit and is thereafter returned to a position in the Local 893 bargaining unit, his/her seniority shall be computed in accord with Article 15 except for the purpose of computing fringe benefits, which shall be determined by years of service.

B. Temporary Employee transfers shall be on the basis of seniority and individual skill and ability as it relates to the productivity and efficiency of the respective assignment. Transfers shall not exceed one hundred twenty (120) days without mutual consent of the EMPLOYER and the bargaining unit. Temporary Employee transfers are not intended to avoid Employee promotional opportunities.

C. When a transfer occurs in accordance with paragraph "B," the Employee(s) shall have at least five (5) calendar days notice.

ARTICLE 23 - Veterans, Reservists and National Guard

A. Any Employee who enters into active service in the armed forces of the United States shall be offered re-employment upon termination of that service. Re-employment shall be in his/her previous position or a similar position of like seniority, status and pay. If it has become impossible or unreasonable to expect the Employee to perform his/her previous or similar position, the Employee shall be offered employment which may be available and consistent with his/her performance capabilities. Provided, however, that the Employee must report within ninety (90) days of discharge or ninety (90) days following continued hospitalization after discharge not to exceed two (2) years.

B. A probationary Employee who enters into the armed forces and meets the foregoing requirements must complete his/her pro-

bationary period and upon completing it, will have seniority equal to the time (s)he spent in the armed forces plus one hundred twenty (120) days.

C. Except as hereinbefore provided, the re-employment rights of Employees and probationary Employees will be limited by applicable laws and regulations.

D. Employees who are reinstated in accord with The Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

E. Employees who are in some branch of the armed forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Road Commission when they are on a full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of three (3) weeks pay per year is the normal limit, except in the case of emergency. It is understood an emergency shall not exceed ninety (90) days.

ARTICLE 24 - Leave of Absence Without Pay

Leave of absence without pay may be granted for a period not to exceed one (1) year when the granting of such leave is in the mutual interest of the Road Commission of Macomb County and the Employee. Mutual interest is interpreted to mean furtherance of an Employee's education to the benefit of the Road Commission as well as extenuating circumstances involving health of an Employee or a member of his/her family. Such leave shall require approval of the Board of County Road Commissioners, be reduced to writing, and guaranteed for the period of time indicated. Written notice of leave shall be delivered to the requesting Employee, as well as the UNION local office. Upon expiration of the leave, the Employee shall be reinstated. An Employee returning from a leave without pay will be placed in the classification held at the time (s)he went on leave, if available, or will be placed in a position comparable to the to the type of work and wages of the classification which (s)he left. Failure of the Employee to report at the expiration of such leave shall be cause for dismissal. An Employee shall not accrue

Employee benefits while on leave without pay.

Notwithstanding the above, leaves taken for a purpose covered by the Family and Medical Leave Act (FMLA), 29 USC Section 2601, et seq, shall be governed by the mandatory provisions of the federal law.

A. Unauthorized absence shall be disciplinary action as follows:

1. When an employee has exhausted sick and green days, (s)he will be considered to have zero time. An absence is considered to be an absence of one-half (1/2) hour or more.

2. 1st zero time absence - verbal warning

2nd zero time absence - written warning

3rd zero time absence - 1 day suspension

4th zero time absence - 5 day suspension

5th zero time absence - 7 day suspension

6th zero time absence - 15 day suspension

6th zero time absence - subject to discharge

Occurrences shall be counted during any 24 month period, which is defined as a combination of 24 consecutive months. An absence of consecutive days will count as one occurrence. One occurrence will be deducted for each 12 month period where an Employee has no zero time absence.

3. The following absences will not count as an occurrence for the purpose of this Article. Absence because of:

a) One the job injury;

b) Long or short term disability; or

c) Illness or injury of a continuing non-recurring nature (heart disease, cancer, serious injury, etc.)

ARTICLE 25 - Leave for Union Business

Members of the Local UNION selected by the Regional Council or International Union to do work which takes them from their employment with the EMPLOYER shall, at the written requests of the Regional Council or International Union, receive temporary leaves of absence for periods not to exceed three (3) years or one (1) term of office, whichever may be shorter, and upon proper requests of the Regional Council or International Union and approval by the Board of Road Commissioners.

ARTICLE 26 - Bidding Procedure, Training and Promotions

A. Job vacancies as well as anticipated job vacancies will be posted for a period of seven (7) calendar days on the bulletin board in each work area. Bid information shall reflect the Service Center, position, and, if applicable, the type and number of equipment. Every effort will be made to provide as much lead time as possible preparatory to awarding bid opportunities. The job shall not be considered filled until the training and trial period of the successful bidder has been satisfactorily completed or, when invoked, the provisions of paragraph D hereinafter set forth have been exhausted. Interested Employees shall be required to submit bids within the seven (7) day posting period.

B. Bid award opportunities shall be given to the senior bidder. The Employee granted the bid award shall be transferred to the appropriate Service Center, if necessary, and given a six (6) week training and trial period to determine:

1. Skill and ability to perform the job;

2. Ability to adhere to the job performance and job description of the Road Commission of Macomb County; and

3. Desire to remain on the job.

The first two (2) weeks shall be considered training and the remaining four (4) weeks a trial period. The EMPLOYER may automatically extend the trial period for an additional four (4) weeks if needed, provided the EMPLOYER is not arbitrary or capricious. Employee and the UNION shall receive the reasons for the extension in writing. Additional extensions of the trail period shall be by mutual agreement between UNION and EMPLOYER.

C. It is understood that to maintain continuity of work, on-the-job training will continue to be a routine function by the EMPLOYER for the purpose of temporary assignment ("white slipping").

D. During the six (6) week training period, the Employee will continue to receive their current rate of pay. Upon successfully completing a six (6) week training and trial period, the Employee shall be entitled to the rate of pay consistent with his/her seniority.

E. During the trial and training period, the Employee shall have the opportunity to return to his/her former job and classification.

F. If the Employee is disqualified following the training period

and/or trial period and is returned to the Employee's former classification, written notice shall be given on the appropriate form provided by the Personnel Department together with any additional supporting data. Copies of the written notice and reasons shall be provided the Employee with a copy forwarded to the UNION President. If the reasons given are not representative of just cause, meaning fair and honest cause or reason reconditioned by good faith, the Employee may avail himself/herself of the provisions of the Grievance Procedure.

G. Successful completion of the training and/or trial period shall be evidenced by the foreman's attestation on the appropriate form provided by the Personnel Department. A copy shall be given to the Employee with the original retained in the Employee's personnel file.

H. Bidding opportunities in non-AFSCME bargaining units shall be made available to AFSCME Local 893 members who have qualifications as outlined in the applicable job description, but only after the bidding opportunity has been offered to other non-AFSCME bargaining units during the job posting. AFSCME Employees will only be awarded a bid in a non-AFSCME bargaining unit on the basis of job experience, written test results, interview results and seniority consideration. Further, AFSCME employees awarded a bid in a non-AFSCME bargaining unit shall be subject to the training and/or trial provision contained within that bargaining unit's collective bargaining agreement. Local 893 members who are awarded bids in non-AFSCME bargaining units shall have the opportunity to return to his/her former job and classification during the trial period. Further, during any trial period, the Employee will continue to receive their current rate of pay. Further, AFSCME bargaining units will not avail themselves of the opportunity to bid into non-AFSCME bargaining units will not have access to the grievance procedure in the event they are denied a trial period; further those AFSCME Employees who are awarded a bid into a non-AFSCME bargaining unit and are subsequently found not to be qualified and are returned to Local 893 will not have access to the grievance procedure.

I. The EMPLOYER shall furnish the Local 893 President with copies of all 893 job vacancies and anticipated vacancy postings, bids, awards and bid lists.

ARTICLE 27 - Union Bulletin

A. The EMPLOYER will provide bulletin boards in each Service Center which may be used by the UNION for posting notices of the following types:

1. Notices of recreational and social events
2. Notices of elections
3. Notices of results of elections
4. Notices of meetings

B. The bulletin boards shall not be used by the UNION for disseminating propaganda and shall not be used for posting or distributing pamphlets of political matters. The UNION shall have the exclusive rights to the use of these bulletin boards.

C. The EMPLOYER will provide Service Center 3 with a bulletin board having lockable glass doors similar in size and style to that currently being used to display Service Center 3's overtime equalization chart.

ARTICLE 28 - Continuous Work for Regular Employees

The Commission shall do all within its authority to provide all regular Employees continuous work throughout the year. Subcontracting of work shall continue to be within the sole discretion of the Commission. If the EMPLOYER subcontracts, the basis of any subcontracting will be limited to the issue of responsible management and not intended as a means to decrease employment or Employee benefits among the bargaining unit Employees.

ARTICLE 29 - Temporary Assignment

All Employees will be expected to work in either a higher or lower classification. Temporary assignments for the purpose of filling higher or lower classifications will be granted on the basis of seniority and individual skill and ability. Under no circumstances will the senior qualified Employee be bypassed provided (s)he has documented experience the Forman is satisfied (s)he can perform the job. When a higher classification is being filled, the Employee will receive the rate of pay for that classification consistent with his/her seniority. When a lower classification is being filled, the Employee will continue to receive his/her current rate of pay.

ECONOMICS AND FRINGE BENEFITS

ARTICLE 30 - Working Hours and Shift Designation, Lunch Period and Coffee Breaks

A. Employees will work Monday through Friday, five (5) days, eight (8) hours per day, forty (40) hours per week.

B. The first shift is any shift that regularly starts at or after 4:00 a.m., but before 11:00 a.m. The third shift is any shift that regularly starts at or after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that regularly starts at or after 7:00 p.m., but before 4:00 a.m. A shift shall be considered an Employee's regular shift if it is of a duration of at least seven (7) calendar days.

C. All Employees are expected to be at their regularly assigned Service Center at their scheduled starting time. If any Employee is tardy, which is defined as not at their regularly assigned Service Center at their scheduled starting time, he/she will be subject to the following progressive disciplinary action if said tardiness occurs within any twelve (12) month period:

2 tardies - verbal warning

4 tardies - written warning

6 tardies - 1 day disciplinary leave

8 tardies - 3 day disciplinary leave

10 tardies - 5 day disciplinary leave

12 tardies - subject to discharge

Being considered tardy begins with the date of the first occurrence. One occurrence will be deducted for each month where an Employee has no tardiness.

D. The regular working day for all Employees shall consist of eight (8) hours per day. The shift starting time shall be 7:00 a.m. and the shift ending time shall be 3:30 p.m. (*This new shift starting time is dependent upon an agreement reached with the ADTECH Association as if affects Service Center Foremen, Service Center Assistant Foreman, Service Center Clerks and Float Clerks.)

E. Lunch periods shall be 12:00 noon to 12:30 p.m., provided temporary suspension of the work being performed can be so accommodated. Under no circumstances shall the lunch period be

delayed beyond 1:00 p.m.

F. Coffee breaks shall be allowed for a period up to fifteen (15) minutes once each morning and once each afternoon.

G. Employees shall not be sent home for lack of work or any circumstances other than disciplinary action. If it is understood other meaningful work will be performed as determined by the immediate supervisor.

ARTICLE 31 - Overtime Work Requirement and Overtime Equalization

Overtime work is considered a function of all Employees. All pay for overtime work shall be in accord with Article 32, paragraphs "C", "D" and "E". The Road Commission shall equalize all overtime between Employees in the same classification as nearly as possible on a monthly reporting basis. An Employee called to work overtime and not reporting for overtime work shall be charged the same as though (s)he had worked the overtime. If sufficient Employees are not available in a given classification, qualified Employees may be utilized from other classifications within the Service Center in accord with their overtime equalization position.

A. Call-outs shall only be made by the foreman, assistant foreman, project leader and clerk. Calls will be considered completed after ten (10) consecutive rings.

When a call-out requires a compliment of personnel in excess of the steward, the steward, upon arriving at the Service Center, shall verify the contract accuracy of those Employees thus far called and verify the contract accuracy of the remaining Employees being called until the call-out has been completed.

B. New Employees, transferred Employees, reclassified Employees and retiring stewards and alternate stewards will be charged with the average of accumulated overtime within the classification and/or unit they are assigned. Accumulated overtime of stewards and alternate stewards shall not be included in compiling the average. Transferred Employees shall not be added to the equalization of overtime roster in the new Service Center until reporting for work at the start of a regular work day. Until the Employee reports to the new Service Center (s)he shall continue overtime equalization in his/her current Service Center.

C. An Employee shall not work more than sixteen (16) hours in any twenty-four (24) hour period.

To determine when an Employee can return to work after sixteen (16) hours worked within a twenty-four (24) hour period, the following formula shall be applied:

The twenty-four (24) hour period beginning with the appropriate seasonal starting time (7:00 a.m. or 7:30 a.m.) shall begin the twenty-four (24) hour measurement for each day including Saturday and Sunday. Any Employee who has worked sixteen (16) hours in any such twenty-four (24) hour period shall be ineligible for further work until the beginning of a new twenty-four (24) hour period.

When EMPLOYER deems appropriate and the Employee consents, EMPLOYER shall have the discretion to extend an Employee's sixteen (16) hour work period by no more than two (2) additional hours. Appropriateness shall be governed by efficiency and/or sound judgment as it relates to the attendant circumstances.

D. The clerk will keep a daily call-out card so that the person in charge of call-outs will know immediately who is eligible for call-out. Also, a report will be kept on the number of trucks or other equipment out of working order.

E. Crews returning to the division one-half (1/2) hour or less prior to quitting time and sent on overtime shall be reorganized according to the equalization of overtime chart.

F. Crews established at the beginning of a shift to do work which has received pre-authorization for overtime, shall be organized according to the equalization of overtime chart.

G. If a crew has to work beyond normal quitting time, the crew will work beyond normal quitting time. The EMPLOYER does not have to break the crew down, but will equalize overtime the next day.

H. During periods of snow and ice removal, the order of call-out shall be as follows:

1. Heavy Truck Driver/Semi-Truck Driver
2. "A" Equipment Operator
3. "B" Equipment Operator

4. Highway Maintenance Leader

5. Highway Maintenance Man

When Service Centers have exhausted to the call-out of one (1) through five (5) above, they then turn to their other available manpower within their division, including Project Leaders, to operate snow removal equipment. Once Service Centers have exhausted their active manpower compliment, all qualified Sign Shop and Signal Shop Employees shall become available for call-out consistent with the equalization charts for those units.

I. The daily equalization of overtime chart shall record Employees on vacation, bereavement leave or sick leave. Employees on vacation, bereavement leave or sick leave shall not be eligible for call-out until the active call-out list has been exhausted.

J. Employees on vacation, bereavement leave or sick leave shall be eligible for pre-scheduled overtime if they were at work the day the overtime is scheduled and the actual scheduled overtime day.

ARTICLE 32 - Shift Differential, Time and One-half, Call-out and Double Time

A. Employees who work on the second or third shift shall receive, in addition to their regular pay for the pay period, five percent (5%) per hour and ten percent (10%) per hour respectively. On-duty electricians shall be paid an additional fifteen percent (15%) of their hourly rate for the stand-by duty.

B. Time and one half will be paid for all hours worked in excess of eight (8) hours per day, holidays (except as stated in paragraph "E" of this Article), Saturdays and Sundays. When a shift starts on Friday and continues into Saturday, hours in excess of eight (8) per day or forty (40) per week on such shift will be paid at time and one-half.

C. When called out, stand-by electricians shall be paid a minimum of four (4) hours pay at time and one-half their regular rate, once each twenty-four (24) hour period commencing from the beginning of their regular shift. A minimum of six (6) "A" electricians will be assigned to a regular stand-by rotation at all times. Such assignment shall be based upon seniority and desire. If an "A" electrician elects to drop out of stand-by rotation, (s)he shall forfeit

his/her opportunity to elect stand-by for one (1) year, unless assigned to a stand-by rotation by EMPLOYER. The "A" electricians who elect to opt out of the stand-by rotation shall do so by the date of equalization in the electrician's division.

D. Employees called out after their normal work hours shall receive a minimum of four (4) hours pay at time and one-half their regular rate unless such time conflicts without the start of a regular shift. In that event, the Employee will only be paid time and one-half until the start of the regular shift.

E. Double time will be paid for call-out provisions for any additional hours worked on the following holidays: Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Easter Sunday and Thanksgiving Day.

ARTICLE 33 - Vacation

A. Permanent hourly Employees shall earn ten-twelfths (10/12th) of a day vacation per month (10 days per year) during each year of employment with the Commission. All Employees shall be entitled to three (3) weeks vacation after seven (7) years of continuous service and; sixteen (16) days after eight (8) years of continuous service; seventeen (17) days after nine (9) years of continuous service; eighteen (18) days after ten (10) years of continuous service; nineteen (19) days after eleven (11) years of continuous service; and twenty (20) days after twelve (12) years of continuous service.

B. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the Employee and efficient operation of the department.

C. Vacations may be split into one or more weeks as hereinafter provided. Vacations will normally be taken in a period of consecutive days and in increments of eight (8) hours. However, the EMPLOYER may allow the taking of vacation time in a four (4) hour increment, provided, however, the four (4) hour increment is taken in the afternoon only and not in the morning. Requests for vacation must be submitted to the Service Center foreman at least forty-eight (48) hours in advance. It is specifically understood that an Employee's use of vacation time that does not have the required forty-eight (48) hours' notice, will be limited to three (3) instances or "green days" per year. On or before April 15, the foreman will

obtain from the Employees their preferences as to vacation periods and shall no later than May 15, establish a workable vacation schedule. In establishing such schedule, the EMPLOYER will respect the wishes of the Employee as to the time for taking their vacation insofar as the need of the EMPLOYER will permit. Order of choice of vacation shall be by seniority in the Service Center. The Employees may reschedule their vacations with two (2) weeks notice to the EMPLOYER and subject to the above conditions.

D. When a holiday is observed by the EMPLOYER during a scheduled vacation, the vacation will be extended by one (1) day continuous with the vacation.

E. An Employee may accumulate up to fifty-five (55) vacation days. Any amount accumulated beyond fifty-five (55) days as of December 31 of each year will be forfeited.

F. A vacation may not be waived by an Employee and extra pay may not be received for work during that period.

G. If an Employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year (s)he will be awarded payment in lieu of vacation.

H. Vacation pay will be paid prior to the start of the Employee's scheduled vacation provided (s)he submits a written request to his/her foreman fourteen (14) calendar days prior to the start of such vacation period.

ARTICLE 34 - Pay for Regular Employment and Vacation

A. All Employees shall be paid at their respective Service Center no later than the end of the regular shift on Thursday of each week.

B. During vacation, Employees will be paid their current rate based on an eight (8) hour day and will receive all benefits provided for in this Agreement. If an Employee is laid off or retires, (s)he will be paid for any unused vacation including that accrued in the current calendar year.

ARTICLE 35 - Longevity Pay

The basis of longevity compensation is as follows: Retroactive credit shall be given for continuous employment for years of service by Road Commission employees existing as of the effective

date of this contract. Eligibility of an Employee shall initially commence when such Employee shall have completed five (5) full years of continuous employment on or before October 31 of any calendar year.

Continuous employment shall not be considered as interrupted when absences arise from paid vacations, sick leave or authorized leaves of absence. However, authorized leaves of absence periods shall not be considered in the computation of years of service for longevity compensation.

The compensation used as a basis for computation of longevity shall be the Employee's annual base wage rate computed by multiplying two thousand eighty (2,080) hours times the hourly rate, not to exceed Twenty Five Thousand and no/100 (\$25,000.00) Dollars of annual base wage. Computation shall be made on October 31 of each calendar year provided the Employee qualifies as to length of service as set forth above.

The following schedule of payment shall apply:

STEP	YEARS OF SERVICE	PERCENT USED
1	5 to 10	4%
2	10 to 15	6%
3	15 to 20	8%
4	20 to 25	10%
5	25 plus	12%

Employees voluntarily leaving the employ of the Road Commission or dismissed for cause prior to August 31 of any calendar year, shall not be entitled to longevity payments for the year of leaving, nor for any portion thereof. Employees leaving the employ of the Road Commission by reason of retirement, lay off or death, shall be entitled to receive a longevity payment prorated for that portion of the year employed.

Compulsory military service time and educational leaves of absence shall be included as continuous service time in the computation of future longevity payments, provided the Employee returns to the employ of the Road Commission within ninety (90) days after release of compulsory service with a branch of the United States Armed Forces.

Longevity compensation shall be a separate and distinct annual payment to those Employees eligible, but shall be subject to all

regularly required compensation deductions.

Payments to eligible Employees shall be due the week prior to the Thanksgiving holiday of the calendar year. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31 of the following year.

ARTICLE 36 - Retirement Benefits

A. Employees retiring under age sixty-five (65) years. Hospital-medical coverage will be extended to a retiring Employee and spouse who qualifies and received benefits under the Macomb County Retirement Ordinance. Benefits shall be limited to the current coverage, with full costs assumed by the Road Commission of Macomb County. The coverage indicated shall be limited to the spouse of the Employee named at the time of retirement or any future spouse who reached fifty-five (55) years of age.

The above coverage shall be subject to the following restrictions:

1. Where a retiree is employed subsequent to retirement and this employment provides hospital-medical coverage for both retiree and spouse, the coverage provided by the subsequent employer shall be the primary coverage. The Road Commission shall not be obligated to provide the benefit unless and until coverage of either the retiree or spouse is terminated. If the coverage is not provided to retiree and spouse, the Road Commission will provide hospital-medical coverage for the person not covered. Coverage of the spouse shall be discontinued upon the death of the retiree, unless the spouse continues to be entitled to and receive payments under a retirement benefits option. If the retiree or spouse becomes eligible for any future national health insurance program, the level of health insurance shall be maintained with a fully paid supplemental health insurance.
2. Coverage of the spouse shall be discontinued upon the death of the retiree, unless the spouse continues to be entitled to and receive payment under a retirement benefit option.
3. If the retiree or spouse become eligible for any future national health insurance program, the level of health insurance shall be maintained with a fully paid supplemental health insurance program.

At the age of eligibility the Employee and spouse (if eligible) shall apply for any federal health insurance program available before supplemental hospitalization coverage will be provided.

B. Employees retiring at age sixty-five (65), together with spouse (if eligible) must apply and participate in the available federal health programs. Cost of any supplemental health coverage shall be assumed by the Road Commission of Macomb County subject to the restrictions set forth in paragraph "A" above.

C. Employees retiring from the Road Commission of Macomb County and eligible for benefits under the Macomb County Retirement Ordinance shall receive a Five thousand and no/100 (\$5,000.00) Dollars paid life insurance benefit.

D. The Road Commission of Macomb County shall provide and pay the cost of a retired Employee's drug rider.

E. The retirement formula shall reflect Final Average Compensation (FAC) multiplied by the sum of 2.4% times the first twenty-six (26) years of service and 1% times the service in excess of twenty-six (26) years. Maximum EMPLOYER financed benefits shall be 65% of FAC. Annuity withdrawal to be an Employee option.

F. Employee's required contributions of 3.5% shall be deducted from the Employee's wage each pay day. It shall be the responsibility of the County Retirement Board to furnish the Employee with an annual statement of the Employee's contributions.

G. Effective for the period October 7, 1998 through October 6, 2004, Employees may apply for voluntary retirements after the total of his/her years of service and his/her age equals seventy (70). The seventy (70) point retirement system will be available to all eligible Employees for the life of the contract, including those Employees who were previously eligible and did not apply for and retire within the applicable period under the prior Collective Bargaining Agreement as well as those Employees who become eligible under this Agreement. The normal eligibility requirements (25 years of service and age 55; 8 years of service and age 60) continue to apply to Employees who do not elect to retire under the seventy (70) point system.

ARTICLE 37 - Life Insurance

The EMPLOYER shall provide members of this UNION with

a Fifteen Thousand and no/100 (\$15,000.00) Dollar paid Life Insurance benefit and a Four Thousand and no/100 (\$4,000.00) Dollar Accidental Death, Dismemberment and Sight benefit.

ARTICLE 38 - Health, Optical and Dental Insurance

Fully paid Blue Cross Preferred Provider Option or its equivalent, together with master medical and prescription rider will be provided by the EMPLOYER. Since the implementation of the Preferred Provider Option, the F rider coverage is obsolete. Like coverage is now provided to the Employees under a D.C. rider.

Employees shall be enrolled and receive coverage under the Blue Cross/Blue Shield Preferred Plan which consists of the following riders: COMPREHENSIVE HOSPITAL, D45NM, MVF-1, ML, FAE-RC, PPNV-1, TRUST 15, PLUS 15, TRUST-OVS, DC, SD, COB-3, SAT-II, SOT-PE (GLE-1), PRESCRIPTION DRUGS (2.00), PD-MAS, APDBP, MASTER MEDICAL OPTION II, MMC-PD, MMC-OVS, VISION CARE (A-80, PLUS FLVS-A).

It is specifically understood that eye surgery and contact lenses shall not be included.

Employees will receive dental coverage as follows:

DELTA DENTAL PLAN

PLAN EFFECTIVE DATE - Date of Ratification

PLAN SPECIFICATIONS:

Class I Benefits	Delta Pays	Patient Pays
Diagnostic	80%	20%
Preventative	80%	20%
Emergency Palliative	80%	20%
Radiographs	80%	20%
Oral Surgery	80%	20%
Restorative	80%	20%
Periodontics	80%	20%
Endodontics	80%	20%
Class II Benefits	Delta Pays	Patient Pays
Prosthetic Appliances	50%	50%
Class III Benefits	Delta Pays	Patient Pays
Orthodontics	50%	50%

MAXIMUM CONTRACT BENEFIT – \$800.00 per person total per contract year for Class I and Class II Benefits.

*With a \$750.00 lifetime maximum per eligible person.

An employee who elects not to enroll in any Road Commission sponsored health care plan and whose spouse or parent has coverage provided by another employer which covers the Employee, shall be paid \$1,200 each year for every year the spouse or parent maintains coverage. Payments of \$300.00 will be made quarterly to each Employee who has not been on any Road Commission sponsored health care program for the previous three (3) months. Employees shall be required to show proof that a spouse or parent has health care coverage that includes the Employee before said Employee will be declared eligible to receive the \$1,200.00 annual payment. Employees whose spouse's or a parent's health care plan ceases to cover the Employee shall be allowed to enroll in the Road Commission health care plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the Employee shall be allowed to enroll in the Road Commission sponsored plan at the next available enrollment period.

The EMPLOYER will provide an optional PPO Golden Dental Plan.

GOLDEN DENTAL COVERAGE

CLASS I	100%
(Exam, X-rays, Prophylaxis, Fluoride)	
CLASS II	100%
(Root Canals, Fillings, Routine Extraction's)	
(Full Mouth and Panorex X-rays)	
CLASS III	80%
(Crowns, Dentures, Partials, Bridges)	
SPECIALTY CARE	
Periodontal	70%
Endodontic	70%
Oral Surgery	70%
ANNUAL MAXIMUM COVERAGE	\$1,600.00
ORTHODONTICS	
(Dependents under 19 years old)	Plan Pays 50%
	\$750.00 Lifetime Maximum

WAIVER OF MEDICAL BENEFITS

Under the provisions of the Collective Bargaining Agreement AFSCME Local 893 Employees, specifically Article 38 of the 1994-1997 Collective Bargaining Agreement, this shall serve notice to the Road Commission of Macomb County that I herewith elect to receive the Twelve Hundred and no/100 (\$1,200.00) Dollar annual payment to be paid in increments of Three Hundred and no/100 (\$300.00) Dollars quarterly, prorated monthly, the first payment commencing _____ and covering the months of _____ and _____ and quarterly thereafter.

I fully understand that I will not be provided medical benefits including all Riders listed in Article 38 of the Agreement, inclusive of prescription riders and vision care.

I understand that I can only renew my medical coverage following written notice and only at the next available monthly billing period.

This waiver has been explained to me and questions regarding it have been answered to my satisfaction.

BO KIRK, Personnel/Labor
Relations Director

Employee

WITNESS

DATED _____

ARTICLE 39 - Workers' Compensation and Liability Insurance

The Commission shall provide Workers' Compensation and Liability Insurance and be responsible for premiums thereon. An Employee who has incurred bodily injury in the actual performance of duty and received Workers' Compensation Benefits shall be paid on the following basis:

A. The compensation received by such Employee under the Workers' Compensation Act shall be supplemented by payment of the amount necessary to equal his/her actual "take home" wages; such payment to continue for a period of six (6) months. At no time shall such compensation exceed actual "take home" wages or be less than limits prescribed by law. The "Disability Injury Board" shall review the status of the injured Employee to determine if an additional six (6) month extension shall be granted. Such extensions shall depend upon the physical condition and ability of the Employee to perform other Road Commission of Macomb County work. In no event shall the period of compensation supplementation exceed one (1) year from the date of the incapacitating injury. If at the end of any such one (1) year period the Employee is still not able to return to work, the Employee may elect to use his/her unused sick leave to supplement Workers' Compensation payments. If disability exists at the end of any such one (1) year period, Employee, at his/her option, may seek to become eligible for coverage under the appropriate disability provision of the Retirement Ordinance and/or continue applicable Workers' Compensation Benefits. Employees receiving disability compensation hereunder shall continue to accrue sick leave days on the same basis as Employees on the active role.

B. If it is understood a "Disability Injury Board" has been created which is composed of a total of five (5) members, three (3) of whom are members of the Board of County Commissioners (appointed by the Chairman of the Board of County Commissioners annually at the meeting following the April organization meeting with the approval of a majority of the Board of Commissioners elect), the fourth (4th) being a member of the Macomb County Retirement Commission (appointed annually by the Chairman of the Macomb County Board of Commissioners at the same time as Commission members are appointed) and the fifth

(5th) being the Macomb County Civil Counsel.

C. The decision of a majority of the members of such Board as to eligibility for supplemental compensation or termination of supplemental compensation shall be final unless a majority of the members of the Macomb County Board of Commissioners, on written appeal filed with the Road Commission of Macomb County within ten (10) days following the decision of the "Disability Injury Board" choose to overrule the decision.

ARTICLE 40 - Paid Holidays

The following days shall be paid holidays for all permanent Employees: July 4th (Independence Day); Labor Day; Columbus Day; Veteran's Day (November 11); Thanksgiving Day; day after Thanksgiving; Christmas Eve Day; Christmas Day; New Year's Eve Day; New Year's Day; Good Friday; Memorial Day; President's Day.

When one (1) of the above listed paid holidays falls on a Saturday, the preceding Friday shall be considered the holiday. When the paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

An Employee will not receive holiday pay for a designated holiday if absent without leave on the scheduled work day preceding the holiday or the scheduled work day following the holiday, providing such day fall within the same week as the holiday.

ARTICLE 41 - Sick Leave

EMPLOYER will continue the current sick and accident plan that has been adopted. The Disability Income Benefit Plan (Policy 416) will be printed under separate cover and a copy provided each Employee.

ARTICLE 42 - Bereavement Leave

In case of death in the immediate family, the Employee shall be granted three (3) working days leave with pay. Immediate family shall be deemed: husband, wife, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandmother, grandfather, grandchild, grandmother-in-law, grand-father-in-law, sister-in-law and brother-in-law.

Employees who wish to attend the funeral of a fellow Employee or a former Employee may do so without pay.

Employees who serve as pallbearers at a funeral of a fellow Employee or former Employee will be paid for the date of said service.

ARTICLE 43 - Jury Duty

Any Employee called to serve on jury duty shall be paid the difference between his jury duty compensation and his current compensation. All fringe benefits and seniority shall continue to accrue.

ARTICLE 44 - Replacement of Personal Belongings

When an Employee suffers accidental damage to his/her personal belongings through no fault of his/her own, consideration shall be given to replacement in kind. A written review and recommendation shall be submitted by the immediate supervisor.

ARTICLE 45 - Safety Equipment, Clothing, Gloves and Tools

Safety equipment, safety clothing (excluding shoes), appropriate foul weather gloves and rain gear shall be provided by the EMPLOYER when the job so requires. Employees shall be expected to sign for personal property and tools.

ARTICLE 46 - Rates for New Jobs

When a new job is placed in a unit and cannot be properly placed in an existing classification, the EMPLOYER will establish a classification and rate structure to apply. Upon the establishment of any such classification and rate structure, the EMPLOYER shall notify the UNION and shall grant a Special Conference, if requested. In the event the UNION does not agree that the description and rate is proper, the UNION shall then have the right to submit the matter into the Grievance Procedure at Step II.

ARTICLE 47 - Successor Clause

This Agreement shall be binding upon the EMPLOYER'S successor, assignees or transferees, whether the succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the EMPLOYER'S merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 48 - Drug and Alcohol Abuse

1. The Road Commission of Macomb County and its employees recognize that illegal drug and alcohol use in the workplace presents a danger to all concerned. Drugs and alcohol impair safety and health, lower productivity and work quality and, as such, will not be tolerated.

2. All Road Commission of Macomb County property, including but no limited to, work sites, buildings, parking lots, driveways, facilities and all Road Commission of Macomb County vehicles are declared to be drug-free workplaces meaning - all employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, transferring or using controlled substances or alcohol in the workplace. Further, no employee holding a CDL license shall report for duty or remain on duty requiring the performance of a safety sensitive function while having an alcohol concentration of 0.02 or more, or if the employee test positive for a controlled substance or when the employee uses any alcohol or controlled substance, except when the use or possession of a prescription drug pursuant to the instruction of a physician who has advised the employee that the substance does not adversely affect the driver to safely operate a vehicle.

3. The employees shall inform the EMPLOYER of any therapeutic drug use that has been indicated to have an affect of one's ability to operate a vehicle.

4. The parties recognize that the Road Commission of Macomb County will follow completely the Omnibus Transportation Employee Testing Act of 1991.

5. No employee shall perform a safety sensitive function within four hours after using alcohol. Any employee who is called to duty during non-working hours shall advise the EMPLOYER of any alcohol use.

6. No employee involved in an accident wherein a post-accident alcohol test is required by the Act shall use alcohol eight (8) hours after the accident or until he/she undergoes a post-accident alcohol test.

7. Employees are further subject to random testing as defined in the Act and reasonable suspicion testing as defined in the Act. Further, employees are subject to return-to-duty testing set forth in

the Act and follow-up testing as set forth in the Act.

8. Any employee who refused to take a reasonable suspicion test will be subject to immediate discharge.

9. In the event a positive test is obtained, an employee may request the testing of a split specimen at a federally certified laboratory at the expense of the employee. If the split specimen turns out to be negative, the EMPLOYER will bear the cost of the testing to the split specimen.

10. The parties agree to make available to all employees an employee assistance program. The parties will encourage the employee to seek professional assistance whenever necessary.

11. Records concerning an employee's treatment for the use of drugs or alcohol shall remain in a separate personnel file.

12. Violations of the Drug-Free Workplace Act, and/or the Omnibus Transportation Employee Testing Act of 1991 shall result in discipline up to and including termination as set forth below.

DISCIPLINE PROCEDURE

POSITIVE ALCOHOL TEST .02 TO .039

1st Occurrence: The employee is sent home and can use accumulated sick or vacation time or elect no pay for the remainder of the shift. The employee returns for duty no sooner than twenty-four (24) hours following administration of the test.

2nd Occurrence within a Twenty-four Month Period: The employee is sent home and can use accumulated sick or vacation time or elect no pay for the remainder of the shift. A three-day D.L.O. is issued and the employee is also subject to any of the requirements of the law.

3rd Occurrence within a Thirty Month Period: The employee is discharged.

POSITIVE ALCOHOL TEST .04 AND ABOVE

1st Occurrence: The employee is sent home and can use accumulated sick or vacation time or elect no pay for the remainder of the shift. A three-day D.L.O. is issued and the employee must undergo a return-to-duty alcohol test prior to returning to work.

2nd Occurrence: The employee is discharged.

POSITIVE DRUG TEST

1st Occurrence: The employee's driving privileges will be sus

ended. While under suspension, the EMPLOYER will find reasonable and non-safety sensitive work for the employee at that classification's rate of pay. Before returning to a non-safety sensitive position, the Employee will be allowed to use any accrued vacation or sick time. The Employee will also be allowed to go on zero time, no pay, if they desire. The Employee must treat with an SAP and successfully complete all SAP rehabilitation. After being released by the SAP and successfully passing all testing required, including a return-to-duty test, the Employee's driving privileges will be reinstated after having been cleared by the personnel office.

2nd Occurrence: The employee is discharged.

RESERVATION OF RIGHTS: The Board expressly reserves unto itself the right to approach each incident on a case-by-case basis, however, not to exceed the penalties listed herein.

ARTICLE 49 - EFFECTIVE DATE

This Agreement shall become effective as of October 7, 1998.

THIS AGREEMENT is hereby executed on the _____ day of _____, _____, by and between the following UNION/EMPLOYER representatives.

AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
LOCAL 893

John B. Saide
Ronny McLean
Dan A. Du...

Mr. E. Clifford
John McDougall III
Lloyd H. Top...
Staff Rep

ROAD COMMISSION
OF MACOMB COUNTY

John J. Zoccola
JOHN J. ZOCOLA
Chairperson
Mary Louise Baker
MARY LOUISE BAKER
Vice-Chairperson
Thomas W. Wells
THOMAS WELLS
Commissioner

B. Kirk
B. KIRK
Personnel/Labor Relations
Director

ARTICLE 50 - Ratification

The Local UNION agrees to submit this Agreement to the Employees of the bargaining unit for ratification.

ARTICLE 51 - Termination and Modification

This Agreement shall continue in full force and effect until 11:59 p.m., October 6, 2001.

A. If either party desires to terminate this Agreement, it shall give written notice to the other party one hundred (100) days prior to the expiration date. If neither party gives notice of termination of this Agreement, as provided, or if each party giving notice of termination withdraws the notice prior to the expiration date, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of termination by either party by written notice one hundred (100) days prior to the current year expiration date.

B. If either party desires to modify or change this Agreement, it shall give written notice of amendment to the other party one hundred (100) days prior to the expiration date or any subsequent expiration date. Such notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party upon ten (10) days written notice of termination. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the terms of this Agreement.

C. Negotiations shall commence within ninety (90) days prior to the expiration of this contract.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail, addressed to the UNION at:

23855 Northwestern Highway
Southfield, Michigan 48075

and the EMPLOYER at:

156 Malow Street, P.O. Box 2347
Mount Clemens, Michigan 48046-2347

or to any such address the UNION and the EMPLOYER may make

available to each other.

THIS AGREEMENT is hereby executed on the _____ day of _____, _____, by and between the following UNION/EMPLOYER representatives.

MEMORANDUMS OF UNDERSTANDING

1. It is understood coffee breaks shall at no time interfere with the continuity of work as assigned by the foreman and/or assistant foreman.

2. It is understood that one (1) member of Local 893 will serve as a member of the Road Commission Safety Committee.

3. Call-In Procedure. An Employee who does not report for work by the established reporting time on a scheduled work day, will be allowed a one-half (1/2) hour grace period within which to make contact with the appropriate authority at the Employee's Service Center. Failure to make contact with the appropriate authority will result with the Employee being recorded absent without pay.

If the Employee makes contact as aforescribed and advised (s)he is ill, has accumulated sick leave and requests use of one of those sick days, the Employee will be recorded as absent sick.

If the Employee makes contact as aforescribed and advised (s)he intends to come into work, (s)he shall only be allowed to report to work subject to the foreman's justifiable discretion. The Employee shall report for work pursuant to the foreman's instructions. The Employee's pay will begin when the Employee's time card is recorded.

If any Employee makes contact as aforescribed and has no accumulated sick leave available, advised (s)he is either ill or will not be in to work, the Service Center foreman shall allow that Employee use of a "green day" (Article 33, paragraph "C") providing the Employee has accumulated vacation time available, and has not exhausted their annual allocation of "green days". This is limited to three (3) vacation (green) days in any given calendar year for any given Employee.

4. Alcohol and Substance Rehabilitation Period. The sick and accident health program shall be amended to provide wages during one (1) thirty (30) day alcohol/drug substance rehabilitation period.

5. Mechanics' Uniforms and Tools. Two (2) additional uniform changes per week will be provided to each mechanic. During the term of this contract, the Road Commission will purchase and furnish one (1) jacket for each mechanic and clean the jacket once every six (6) months.

Mechanics shall be required to furnish all standard and/or universal tools required for the job. Specialized tools designed for and necessary to the repair or maintenance job, will be provided by the Road Commission and made available for checkout.

6. Vehicle Operator Standards. The vehicle operator standards as presently determined by the Safety Director/Board of Road Commissioners are as follows:

Two (2) at-fault accidents within a twelve (12) month period result in a six (6) month suspension of driving privileges and the Employee must attend defensive driving class. At fault is determined by a review of the UD-10 Report.

Court conviction of three (3) moving violations within a three (3) year period results in the Employee being placed "out of fleet". Out of fleet means suspension of driving privileges until one of the violations within the three (3) year period is removed from the driving record by the Secretary of State.

Alcohol or drug related offenses will result in the Employee being placed "out of fleet". Out of fleet means suspension of driving privileges pursuant to the court's sentence.

Further, covered Employees will be subject to the Omnibus Transportation Employee Testing Act of 1991, which required alcohol and drug testing as specified in the Act, effective January 1, 1995 and any discipline for employees who violate the Act will be implemented as outlined in the Memorandum of Understanding.

The above standards are subject to change by the Safety Director/Board of Road Commissioners. The Union shall be notified of any change, and if a conflict occurs with any other article of this Collective Bargaining Agreement, the matter will be an appropriate subject for an Article 8 special conference.

7. Management agrees to pay:

- (a) CDL renewals
- (b) Mechanic certification renewals
- (c) Electrician license renewals

8. Employees allowed to park in Service Center garages during inclement weather, PROVIDED THIS PRACTICE DOES NOT INTERFERE WITH THE CONTINUITY OF WORK. VEHICLES MUST BE UNLOCKED WITH KEYS IN IGNITION.

9. Employees allowed use of steam cleaners provided this practice does not interfere with continuity of work.

10. All AFSCME Local 893 Employees will be subject to drug and alcohol testing as is currently in place for those members holding a CDL license. The procedures, safeguards and penalties will be the same for all Employees as those who are subject to CDL testing.

LETTER OF UNDERSTANDING

It is agreed to the following:

1. A green day is a vacation day wherein an Employee has earned vacation time and can be taken three (3) times a year per Employee without forty-eight (48) hours' notice.

2. An Employee who has exhausted green days and sick days and who calls in is considered to be on "zero time" (leave without pay) and is subject to the discipline set forth in Article 24.

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL 893

ROAD COMMISSION OF
MACOMB COUNTY

LETTER OF UNDERSTANDING RE: POLICY 416

The parties agree that because of the requirements of the Employee Income Security Act of 1974 (ERISA), and other federal and state legislation, certain clarifications, disclosures and definitions need to be rested as they concern Policy 416. The parties understand that the clarifications to Policy 416 are not intended to reduce any current benefits, but are intended to explain and clarify those currently existing benefits under Policy 416.

To that end, the parties agree to continue to negotiate the summary plan description of the Road Commission Policy 416.

When agreement is reached, the summary plan description will be copied and distributed to all Local 893 members.

EQUIPMENT ASSIGNMENT

It is understood by the parties that equipment assigned through the bidding process shall be the Employee's primary equipment assignment and that said Employee shall be accountable and responsible for care and maintenance of such equipment.

Said equipment will be reassigned to other Employees in the absence of the assigned Employee. Further, this understanding shall in no way impair EMPLOYER'S right to assign work, direct its work force through equipment transfers or eliminate equipment.

Upon assignment of equipment, a review and inspection shall be conducted by the Employee with the supervisor and an Equipment Assignment Acceptance Sheet completed and signed.

The large tractors with side and rear flail mower attachments will be considered to be within the B Operator classification status for pay purposes. They shall not be bid or considered as assigned equipment.

EQUIPMENT ASSIGNMENT ACCEPTANCE SHEET

Equipment: _____

Equipment No.: _____

This is to certify that I have received the equipment manual for the Above referenced equipment.

I have reviewed the manual and have had an opportunity to go over any questions with the mechanic.

I have inspected and operated the equipment and find the following problems:

IN ACCEPTING THE EQUIPMENT, I FULLY UNDERSTAND I AM RESPONSIBLE FOR DAILY PRE-TRIP INSPECTION, CARE AND MAINTENANCE REQUIRED FOR MY ASSIGNED VEHICLE, AS WELL AS PERFORMING ROUTINE MAINTENANCE AND MINOR REPAIRS PURSUANT TO THE MANUFACTURER'S MANUAL AND ASSISTING THE MECHANIC ON MAJOR REPAIRS, WHEN SO REQUIRED.

Employee

Reviewing Supervisor

Dated: _____

Dated: _____

EMPLOYEE WAGE SCHEDULE

1. All Employee Wage Schedules will be changed to reflect a three percent across the board wage increase for a two year contract, with a third year wage reopening only. In other words:

- a. October 7, 1998, a three percent wage increase;
 - b. October 7, 1999, a three percent wage increase;
 - c. During the third year of the agreement, negotiations will be commenced on wages only.
2. \$.15 per hour inequity for heavy truck drivers and semi-truck drivers.

TABLE OF PSEUDO-RANDOM NUMBERS

In the event that two (2) or more people begin employment in a bargaining unit on the same day, the following method shall be used to determine their respective placement on the seniority list.

Using the last two (2) digits of the Employees' social security number, the Personnel Department shall, beginning at the top of the (far) left hand column in the random number table, proceed down the first column to locate the respective employees' last two (2) digits of their social security number. The order in which they appear in the table shall determine the order of their seniority. If more than one column is required the search shall proceed at the top of the next column immediately to the right and continue in that fashion until all numbers are located.

In the event the last two(2) numbers of the social security number of the Employees involved in this process are the same, the first two (2) numbers of the last four (4) shall be used to determine the respective placement for those employees only.

97	46	51	56	37	85	86	33	64	09
20	99	79	08	09	68	00	38	13	26
58	11	40	66	84	55	58	09	12	92
19	19	74	99	56	57	36	30	26	19
33	37	66	12	03	83	32	47	82	39
54	53	48	45	86	35	69	56	73	97
61	33	90	73	53	12	93	13	53	55
06	17	12	11	33	12	77	29	43	90
45	23	73	04	39	25	14	70	26	98
40	41	80	39	72	38	24	60	50	87
54	49	81	35	11	35	49	76	26	83
56	84	70	49	21	96	57	53	30	30
19	68	84	73	60	96	37	83	02	84
19	00	05	35	54	08	06	12	46	19
37	52	58	00	24	97	02	42	29	25
17	57	89	67	26	06	55	79	96	77
49	49	19	98	24	68	53	32	39	95
36	58	57	33	07	62	30	22	47	09
80	37	50	16	11	36	45	31	09	87
84	15	86	27	60	33	79	98	76	16
56	97	98	83	59	93	41	18	65	98
11	65	65	37	98	52	61	41	54	50
63	75	07	76	52	40	93	74	87	08
33	61	89	25	78	86	17	80	72	19
46	32	21	44	18	13	36	78	81	51
31	73	56	29	99	40	77	41	49	86
19	45	92	13	31	83	89	02	76	20
48	85	69	65	08	54	50	47	27	69
57	06	73	88	07	60	56	18	27	62
92	98	34	22	91	04	31	14	69	45
00	25	23	45	07	86	22	90	10	80
34	29	60	68	83	03	00	57	67	45
51	27	04	40	35	44	60	81	25	34
11	12	62	45	60	97	20	85	34	56
79	52	83	03	40	47	23	48	02	38
23	94	59	71	41	73	37	05	06	22
16	58	28	41	15	49	52	45	87	65
33	42	72	41	93	49	83	17	46	41
56	18	16	36	96	38	69	22	53	41
69	35	29	25	24	82	73	20	39	70
61	19	24	46	63	38	82	24	99	50
24	71	58	71	85	64	06	07	94	19
53	69	33	08	43	09	80	93	46	31
51	64	95	01	75	23	64	68	44	56
22	86	31	30	03	48	41	68	40	80
73	41	77	12	33	23	16	89	48	05
18	09	08	00	55	85	21	81	49	48
72	48	47	81	44	65	11	51	86	44
57	90	58	79	57	91	65	63	67	42

WORK RULES

Although disciplinary action or discharge may be imposed for other infractions, just cause for discipline or discharge exists if an Employee:

- A. Has been convicted of a felony or misdemeanor involving moral turpitude.
 - B. If an employee is under reasonable suspicion or is discovered to be under the influence of, having consumed or used intoxicants or controlled substances other than medically prescribed drugs while on duty, that employee will be subject to the agreed upon drug and alcohol policy.
 - C. Is guilty of any conduct unbecoming an Employee or the Road Commission of Macomb County while on duty, such as insubordination or conduct of a disgraceful nature.
 - D. Has violated any official regulation or order or failed to obey any proper direction made and given by a supervisor.
 - E. Is incompetent or inefficient in the performance of his/her assigned duties.
 - F. Is careless or negligent in the use of Road Commission of Macomb County property and/or equipment.
 - G. Has failed to make appropriate provision for payment of personal debts to the extent such failure has become detrimental to the Road Commission of Macomb County.
 - H. Commits theft or misappropriation of property belonging to the Road Commission of Macomb County or to a fellow employee.
 - I. Has his/her time card punched in or out by another Employee or causes another Employee's time card to be punched in or out without first securing permission from his/her department head or foreman.
 - J. Commits falsification of official Macomb County records.
 - K. Smokes tobacco or any other form of smoking material in prohibited area.
 - L. Uses regular working time for handling grievances and/or UNION business other than allowed by this Collective Bargaining Agreement or by special authorization.
- The foregoing Work Rules shall not be considered all inclusive

and may be expanded or modified from time to time. The UNION shall be notified of such expansion or modification, and if a conflict occurs with the terms and conditions of this Collective Bargaining Agreement, the matter shall be an appropriate subject for the Grievance Procedure.

EMPLOYEE WAGE SCHEDULE
EFFECTIVE OCTOBER 7, 1998
(based on seniority date)

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
Custodian	10.96	12.10	13.23	14.37	15.51	16.66
Hwy Maint Person	10.96	12.10	13.23	14.37	15.51	16.66
Mechanic Helper	11.27	12.42	13.58	14.74	15.90	17.08
Hwy Maint Per Leader	12.63	13.44	14.27	15.10	15.93	16.77
Equipment Oper "B"	12.71	13.52	14.35	15.18	16.02	16.86
Heavy Truck Driver	12.95	13.76	14.62	15.45	16.28	17.12
Traffic Sign Artisan	12.79	13.61	14.46	15.30	16.13	16.96
Electrician Aide	12.95	13.76	14.62	15.45	16.28	17.12
Semi-Truck Driver	13.21	14.03	14.86	15.70	16.53	17.38
Equipment Oper. A	13.69	14.52	15.35	16.18	17.02	17.85
Electrician B	13.84	14.66	15.50	16.34	17.17	18.00
Master Sign Artisan	13.94	14.77	15.60	16.45	17.27	18.11
Project Leader	13.94	14.77	15.60	16.45	17.27	18.11
Pynt Marking Leader	13.94	14.77	15.60	16.45	17.27	18.11
Mechanic	16.00	16.58	17.17	17.76	18.34	18.94
Master Mechanic	16.14	16.73	17.32	17.86	18.50	19.09
Master Welder	16.14	16.73	17.32	17.86	18.50	19.09
Mechanic Leader	16.33	16.90	17.49	18.09	18.67	19.26
Electrician A	16.83	17.47	18.12	18.78	19.42	20.09

Includes a three percent (3%) across the board wage increase.

EMPLOYEE WAGE SCHEDULE
EFFECTIVE OCTOBER 7, 1999
(based on seniority date)

CLASSIFICATION	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
Custodian	11.29	12.46	13.63	14.80	15.98	17.16
Hwy Maint Person	11.29	12.46	13.63	14.80	15.98	17.16
Mechanic Helper	11.61	12.79	13.99	15.18	16.38	17.59
Hwy Maint Per Leader	13.01	13.84	14.70	15.55	16.41	17.27
Equipment Oper "B"	13.09	13.93	14.78	15.64	16.50	17.37
Heavy Truck Driver	13.34	14.17	15.06	15.91	16.77	17.63
Traffic Sign Artisan	13.17	14.02	14.89	15.76	16.61	17.47
Electrician Aide	13.34	14.17	15.06	15.91	16.77	17.63
Semi-Truck Driver	13.61	14.45	15.31	16.17	17.03	17.90
Equipment Oper. A	14.10	14.96	15.81	16.67	17.53	18.39
Electrician B	14.26	15.10	15.97	16.83	17.69	18.54
Master Sign Artisan	14.36	15.21	16.07	16.94	17.79	18.65
Project Leader	14.36	15.21	16.07	16.94	17.79	18.65
Pynt Marking Leader	14.36	15.21	16.07	16.94	17.79	18.65
Mechanic	16.48	17.08	17.69	18.29	18.89	19.51
Master Mechanic	16.62	17.23	17.84	18.40	19.06	19.66
Master Welder	16.62	17.23	17.84	18.40	19.06	19.66
Mechanic Leader	16.82	17.41	18.02	18.63	19.23	19.84
Electrician A	17.33	17.99	18.66	19.34	20.00	20.69