

# AGREEMENT

between

THE CRAWFORD COUNTY  
ROAD COMMISSION

and

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL No.  
214

April 1, 2018 through March 31, 2022

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 1st Day of April 2018, by and between THE CRAWFORD COUNTY ROAD COMMISSION, hereinafter referred to as the "Employer" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL NO. 214, hereinafter referred to as the "Union."

### **PURPOSE AND INTENT**

The parties have entered into this Collective Bargaining Agreement for the purpose of promoting and improving relations between and among the Employer, the Union and the employees covered hereunder; to develop harmonious relations in order to accomplish and maintain efficiency and quality of work performance; to provide methods for a prompt and peaceful adjustment of grievances concerning the interpretation and application of this Agreement; to set forth the terms and conditions of employment; to strengthen good will, mutual respect and cooperation between the Employer and the Union; and to set forth the basic agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties to this Agreement.

### **ARTICLE 1** **RECOGNITION**

#### **Section 1. Bargaining Unit Employees.**

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A."

#### **Section 2. Recognition.**

Pursuant to, and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to

rates of pay, hours of work and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time hourly rated employees in the attached Schedule A. but EXCLUDING Custodial and Building/Grounds Maintenance, Engineering Personnel, Office Personnel, Foremen, Supervisors, and Purchasing Agents.

This recognition clause shall be construed to apply to employees and not to work.

Section 3. Temporary Employees.

The Union agrees that the Employer may hire temporary employees to perform bargaining unit work under the following conditions:

- A. Temporary employees shall only supplement bargaining unit employees and not replace them.
- B. Temporary summer employees shall be limited to performing general laboring tasks such as, but not limited to, hand patching, mowing with small hand mowers, litter pick up, fabrication and installation of signs. Temporary summer employees may not operate trucks that require a Commercial Driver's License over 26,000 GVW or any piece of heavy equipment with the exception that a Temporary summer employee may be utilized to operate a commercial vehicle when same vehicle is involved in a surface maintenance operation. (Example; operating a truck to pull and operate the AMZ machine, pothole patching.)
- C. Temporary winter employees shall be utilized on an "As Needed Basis" to supplement bargaining unit employees for snow removal maintenance activities. Temporary winter employees may operate trucks that require a Commercial Driver's License over 26,000 GVW or any piece of heavy equipment.
- D. Temporary employees shall not be used outside the bargaining unit's regular work schedule unless all bargaining unit employees were working at that time or were not available or refused to work at that time.
- E. Temporary employees may not be hired for more than one hundred twenty (120) working days within any twelve (12) month period unless mutually agreed to, in writing, by the Union.
- F. Temporary Winter Employees shall be utilized between the months of November to April.

**ARTICLE 2**  
**UNION SECURITY**

**Section 1. Union Membership.**

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

Membership in the Union is separate, apart and distinct from the assumption by one of his or her equal obligation to the extent that he or she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purposes of adequate replacement.

**Section 2. Save Harmless.**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the Employer's compliance with this Article.

**Section 3. Dues Check-Off and Deduction.**

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of Local 214, and pay such amount deducted to said Local 214, provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deduction and payments to the Local Union. This may be done through the Steward of the Union.

The amount of dues and initiation fees will be certified to the Employer by the Secretary-Treasurer of the Union.



Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their paychecks.

Where an employee who is on check-off is not on the payroll during the week in which deduction is to be made or who has no earnings, or insufficient earnings during the week, or is on a leave of absence, double deductions will be made the following month.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

#### **Section 1.**

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and, in all respects, carry out the ordinary and customary function of management, provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

#### **Section 2.**

Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish skill; to determine workloads; to determine the amount of overtime to be worked; to establish and change work schedules; to provide and assign relief personnel; to establish and require employees to observe rules and

regulations; provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

Section 3.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

**ARTICLE 4**  
**STEWARDS**

The Employer recognizes the right of this Local Union to designate one (1) Steward and one (1) Alternate Steward. Employees shall be represented by a Steward who must be a regular employee and working in Crawford County. The authority of the Steward and Alternate so designated by this Local Union; shall be limited to and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances with the Employer or the designated Employer representative, in accordance with the provisions of the Collective Bargaining Agreement.
- B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers; provided such messages and information:
  - 1. have been reduced to writing; or,
  - 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The Steward or Alternate, during working hours without loss of time or pay, may, in accordance with the terms of this Section, investigate and present grievances to the Employer, upon having advised their foreman of same. The foreman will grant permission and provide sufficient time to the Steward to leave work for these purposes. The privilege of the Steward leaving 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 and will not be abused. The Steward will perform regularly assigned work at all times, except when necessary to leave work to handle grievances, as provided herein. Any abuse may result in discipline of the Steward.

The Union and the Employer agree that both desire uninterrupted operations. Each party agrees in consideration of the provisions of this Agreement that the parties shall look to the grievance arbitration procedure contained in this Article as the sole and exclusive method for resolving their contract disputes. The Union, for its part, agrees that it will not cause, permit, authorize, sanction, encourage or condone any strike, work stoppage, slowdown, or any other interruption of work or interference with the operations of the Employer.

In the event activities prohibited by this Article occur during the life of this Agreement, the Union, its agents or assigns, shall have an affirmative obligation and duty to exercise whatever powers they possess and take whatever action necessary to properly end such improper activity. The Union agrees that the Employer is entitled to expect and rely upon this Article as providing the Employer with uninterrupted operations during the life of this Agreement.

Any employee who shall participate in any strike, work stoppage, slowdown, or any other interruption of work in violation of this Article, shall subject himself to immediate disciplinary action, up to and including discharge, without recourse to the grievance arbitration procedure.

The Employer, for its part, agrees that it will not engage in any lockout nor will the Employer provoke a strike.

**ARTICLE 5**  
**GRIEVANCE AND ARBITRAITON**  
**PROCEDURE**

**Section 1. Definition of a Grievance.**

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

## Section 2. Grievance Procedure.

All grievances shall be handled in the following manner:

Verbal Procedure: An employee or group of employees with a complaint shall discuss the matter with their immediate supervisor within five (5) workdays from the event that caused the grievance, or the grievants' first knowledge thereof. If requested by the employee, the employee may be represented by his or her Steward. Every effort shall be made to satisfactorily settle the complaint in this manner.

### Written Procedure.

STEP 1: If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance signed by the employee within two (2) working days of the Employer's answer in the verbal procedure. The grievance shall be submitted to the immediate supervisor involved, and the immediate supervisor and the Steward shall discuss the grievance in an effort to settle same. If the grievance is not satisfactorily resolved within three (3) working days, the immediate supervisor shall place his or her disposition thereon and return it to the Steward.

STEP 2: Any grievance which is not resolved in Step 1 of the written procedure may be submitted to a designated management representative within three (3) working days after receipt of the Employer's written disposition in Step 1. The designated Employer representative and the Steward shall discuss the grievance in an effort to settle same. If the grievance is not satisfactorily resolved within five (5) working days, the designated management representative shall place his or her disposition thereon and return it to the Steward.

STEP 3: If the grievance is not settled satisfactorily in Step 2 of the written procedure, the Union may submit the grievance to a designated management representative within five (5) working days after receipt of the Employer's written disposition in Step 2. The management representative, the Steward, and the Business Representative of the Union shall meet to discuss the grievance in an effort to settle same. The parties shall have ten (10) working days within which to meet to discuss the grievance. The Employer agrees to mail a copy of its answer in Step 3 to the Business Representative of

the Union and to furnish a copy to the Steward. If the grievance is not satisfactorily resolved, it may be submitted to mediation by the Union giving written notice to the Employer within ten (10) days following the Commission's answer in Step 3.

STEP 4: Upon receipt of written notice of intent to mediate a grievance filed with the Commission by the Union, the Union and/or Employer shall notify the Michigan Employment Relations Commission that an impasse has been reached, requesting the appointment of a mediator to meet with the Union and the Employer. The Union may have in attendance at the mediation session, the Steward of the employee involved, the employee and the Business Representative. If the grievance is not resolved, the Union may submit the grievance to arbitration in accordance with the procedures established in this Agreement. Grievances involving demotion shall not be processed beyond mediation.

The Employer shall have the right to use outside counsel at any time.

### Section 3. Time Limitation.

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time limit procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding mediation and arbitration. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

Any and all grievances resolved at any step of the grievance procedure, as contained in this Agreement, shall be final and binding upon the Employer, the Union and the employee(s).

### Section 4. Time Computation.

Saturday, Sunday, and holidays shall not be counted under the time procedures established in this grievance procedure.

### Section 5. Arbitration Request.

The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) working days following receipt of the Employer's disposition in Step 4 of the grievance procedure. The Union's internal Grievance Panel shall decide whether or not a case shall be submitted to arbitration.

Section 6. Selection of Arbitrator.

If a grievance is appealed to arbitration, the arbitrator shall be chosen by mutual agreement between the parties. Should the parties fail to agree on a mutually acceptable arbitrator, the arbitrator shall be chosen from a list of arbitrators supplied by FMCS; AAA or the MERC. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 7. Arbitrator's Powers.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed by the terms of this Agreement, and he or she shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes certain rights or restrictions implicitly imposed upon or granted to the Employer by law or statute are inviolate; that this Agreement shall, at all times, be interpreted and construed so as to effectively protect and effectuate such powers, duties, rights and authority and the welfare, safety, and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. No claim for back wages shall exceed the amount of wages the employee would otherwise earn at his regular rate less any unemployment compensation and/or any compensation received subsequent to removal from the payroll. The arbitrator's decision shall be final and binding upon the Union, The Employer and the employee(s), and there shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority consistent with the terms of this Agreement.

Section 8. Arbitration Hearings.

An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select other employees to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused for the hearing after their testimony is completed.

**ARTICLE 6**  
**DISCHARGE OR SUPENSION**

The Employer shall not discharge or suspend any non-probationary employee without just cause. The Employer recognizes the process of progressive discipline. However, the nature of the discipline administered will be determined by the Employer based upon the circumstances and may result in any form of disciplinary action up through and including discharge from employment. Disciplinary action or measures may include but are not limited to the following: oral reprimand; written reprimand; suspension; demotion; and discharge. In the event an employee is discharged, the Union may elect to bypass Steps 1, 2 and 3 of the grievance procedure by filing a grievance and serving a written request within three (3) working days after the discharge is effective on the Commission, and the discharged grievant shall thereafter be processed starting with Step 4 of the grievance procedure.

**ARTICLE 7**  
**PROBATIONARY EMPLOYEES**

A new employee shall work under the provisions of this Agreement, but shall be employed on a one (1) year trial basis, as determined by his/her date of hire, during which time he or she may be laid off, transferred, or disciplined, up to and including discharge, at the sole discretion of the Employer and without recourse to the grievance procedure. All benefits afforded herein shall be applied after ninety (90) working days and are subject to pro-rata application where indicated. Probationary employees shall be allowed overtime opportunities as per Schedule "B", once said probationary employee is deemed trained and competent in the applicable classification by their immediate supervisor.

**ARTICLE 8**  
**SENIORITY**

**Section 1. Layoff and Recall.**

Strict seniority shall prevail in the layoff and recall of employees. In reducing the workforce because of lack of work or other legitimate cause, the last employee laid off shall be the first employee recalled. In the laying off and recalling of laid off personnel, the particular work performed by said employee could be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in

determining the layoff and recall of personnel.

In the event of a reduction of the workforce or re-employment, seniority shall be exercised Countywide. The Steward shall be the last employee laid off.

### Section 2. Seniority List.

The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

### Section 3. Loss of Seniority.

An employee shall lose his seniority for the following reasons:

- (a) The employee quits or retires;
- (b) The employee is discharged and the discharge is not reversed through the grievance procedure;
- (c) Absent circumstances beyond the employees control, the employee is absent for three (3) consecutive working days without notifying the Employer;
- (d) The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer at its sole discretion;
- (e) If the employee is laid off for a period in excess of eighteen (18) months, or the length of seniority, whichever is less.
- (f) Separation upon permanent, partial or total disability;
- (g) If the employee is convicted of a felony, theft or high misdemeanor;
- (h) If the employee fraudulently enters pertinent information on the application for employment or any official report;
- (i) The employee engages in employment prohibited by Article 11, Section 1 herein;
- (j) Failure to obtain and maintain a CDL as required by this Agreement.  
Exceptions may be made by the Employer in its sole discretion.
- (k) Failure to return to work within two (2) years after the date of a duty connected injury or within one (1) year after a non-duty connected illness or disability.  
Extenuating circumstances may be considered by the Employer at its sole discretion without establishing a binding practice.



Section 4. Notice of Recall.

In the event of a layoff, an employee so laid off shall be given seven (7) calendar days' notice of recall to work, mailed to his or her last known address by certified mail. In the event the employee fails to make himself/herself available for work at the end of said seven (7) calendar days, he or she shall lose all seniority rights under this Agreement.

Section 5. Return to Bargaining Unit.

An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall maintain the seniority rank he or she had at the time of his or her promotion. It is further understood that no temporary demotions in a supervisory position will be made during temporary layoffs.

**ARTICLE 9**  
**SEPARABILITY AND SAVINGS CLAUSE**

Section 1.

In the event that any provision of this Agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

**ARTICLE 10**  
**MILITARY SERVICE**

The reemployment rights of employees who enlist or who are inducted into the armed services of the United States shall be entitled to seniority and reemployment rights as provided by

applicable federal laws and regulations.

**ARTICLE 11**  
**LEAVE OF ABSENCE**

**Section 1. Unpaid Leave.**

Employees may be eligible for unpaid leaves of absence (at the sole discretion of the Employer) after their probationary period is completed and provided the employee has exhausted all vacation, comp time and sick leave, if applicable. Any employee desiring an unpaid leave of absence shall first secure written permission from the Employer. The maximum unpaid leave of absence shall be for thirty (30) days and may be extended for like periods at the sole discretion of the Employer. Extensions must be approved in writing. During the unpaid leave of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Violation of this requirement shall result in complete loss of seniority rights.

**Section 2. Union Leave.**

At the discretion of the Employer, reasonable time off, without discrimination or loss of seniority rights, and without pay, will be granted to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

**ARTICLE 12**  
**COURT, JURY AND FUNERAL LEAVE**

**Section 1. Court Leave.**

Any employee who is subpoenaed as a result of an accident which occurred while the employee was on duty or is involved in an accident while on duty, and who must attend court, shall suffer no loss of pay. Employees dismissed from court shall return to work that day to complete the balance of hours of his/her shift. Upon request, the Employer may excuse an employee from returning to work and the employee shall not be entitled to compensation for the balance of his/her shift. The employee may be permitted to use vacation, comp time or personal

leave in lieu of no compensation.

Section 2. Jury Duty.

Non-probationary full-time employees required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his or her regular pay. Payment for jury duty shall be based upon one-half (1/2) day or whole day called for jury duty if the employee would have otherwise been scheduled to work for the Employer. Employee's dismissed from jury duty shall return to work that day to complete the balance of hours of his or her shift. Upon request, the Employer may excuse an employee from returning to work and the employee shall not be entitled to compensation for the balance of his shift. The employee may be permitted to use vacation, comp time or personal leave in lieu of no compensation. Employees must submit proof of jury duty attendance and pay.

Section 3. Funeral Leave.

Employees will be paid for three (3) days' absence in the case of a death in his or her immediate family. Immediate family means father, mother, sister, brother, child, step-child, wife, husband, mother-in-law, father-in-law, grandparents and step-parents of employees and their spouse. This is in addition to vacation and sick leave time.

In the event that interment of the employee's aforementioned family would be delayed, the employee has the option to reserve all or a portion of the funeral leave until such time of interment. Employee must inform Road Commission management as soon as practicable of decision as to how funeral leave would be divided if applicable. A day of funeral leave pay shall be equal to the regular seniority employee's than current daily rate of the regular work day in effect at the time of the leave.

**ARTICLE 13**  
**HOLIDAYS**

All probationary and regular employees will be eligible to receive holiday pay under the following regulations:

Employees will be paid their current rate based on an eight (8) hours day, or ten (10) hour day, depending on the work schedule.

Section 1. Designated Holiday.

Paid holidays are designated as: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and Christmas Eve,

Good Friday, and Veteran's Day.

Section 2. Eligibility for Holiday Pay.

The employee must work the preceding workday before a holiday and the succeeding workday after a holiday, or be on an approved paid leave; otherwise, no holiday pay will be granted.

Section 3. Rate of Pay for Holiday Work.

Employees working on an approved holiday will be paid for hours worked at the rate of one and one-half (1-1/2) times his or her regular rate, in addition to holiday pay, i.e., time and one-half (1-1/2) for working, plus regular pay for the holiday.

Section 4. Holiday Celebration.

Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 5. Holidays During Vacation.

Holidays recognized by Section 1 of this article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

**ARTICLE 14**  
**VACATIONS**

Section 1. Vacation Schedule.

All regular full-time employees shall receive an annual amount of paid vacation according to the following schedule:

1 <sup>st</sup> year anniversary	-	6 days
Beginning 3 <sup>rd</sup> year of employment	-	10 days
Beginning 8 <sup>th</sup> year of employment	-	15 days
Beginning 11 <sup>th</sup> year of employment	-	17 days
Beginning 15 <sup>th</sup> year of employment	-	20 days
Beginning 20 <sup>th</sup> year of employment	-	25 days

Employees may not carry over more than fifteen (15) days or one hundred twenty (120)

hours of unused vacation from year to year without prior approval from the Managing Director of the Road Commission.

Section 2. Payment for Accrued Vacation.

In case of retirement, resignation, discharge or death of any employee, he or she or his or her estate will be paid for the unused vacation days which have accumulated to his or her credit on a pro-rata monthly basis.

Section 3. Vacation Leave Requests.

The Employer shall establish the available vacation periods. Vacation schedules shall be worked out as far in advance as possible and shall be granted on a first-come, first-served basis, provided however, if two (2) or more employees request vacation at the same time for the same period of time off and not all such requests can be granted, the most senior employee(s) shall be given preference.

Section 4. Use of Vacation Leave.

Vacations may be taken in increments of one-quarter (1/4) hour or greater. Requests for vacation leave of two (2) hours or less must be submitted prior to the start of the work shift of the day the leave is requested. Requests for vacation of four (4) hours or more must be submitted prior to the end of the workday preceding the day of the leave.

**ARTICLE 15**  
**SICK LEAVE**

Employees shall be required to report a request for sick leave normally within one (1) hour prior to the commencement of his or her regular starting time.

Section 1. Earning Sick Leave Credits.

Paid sick leave credit computed at straight time shall be granted to each permanent employee on the basis of four (4) hours per payroll period. Such credits may not be earned until the completion of ninety (90) working days within the probationary period. There shall be no limit on accumulated sick leave days.

Section 2. Eligibility Date.

For employees hired the first (1st) through the fifteenth (15th) of the month, their sick leave base date will be the first (1st) of the month, and, if hired the sixteenth (16th)

through the last of the month, the base date will be the first (1st) of the next month.

Section 3. Use of Sick Leave.

Sick leave may not be used for vacations but shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Medical or dental appointments. Not less than one-quarter (1/4) hour shall be used for these purposes.
- C. When an employee is taken ill on the job.
- D. The Employer shall allow sick banks hours to be utilized for purposes of accompanying immediate family members to medical appointments.

Section 4. Approval of Sick Leave.

The Employer shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give the Employer notice each day that the employee is requesting to use sick leave unless the employee notifies the Employer that he or she will be on an extended illness. The Employer may refuse to allow paid sick leave where in its judgment there is insufficient evidence to support the employee's claim or where the employee did not timely notify the Employer. A doctor's report may be requested and must be submitted by the employee if the Employer believes that sick leave is being abused.

Section 5. Verification of Illness.

Employees may be required by the Employer to produce medical verification of an illness after the third (3rd) consecutive day of sick leave. This Section shall not preclude the Employer to require verification of an illness if the employee has established a pattern which would indicate misuse of sick leave.

Section 6. Increments of Use.

Sick leave may be used in increments of one-quarter (1/4) hour.

Section 7. Supplement to Workers' Compensation.

In the event an employee is receiving payments under the Workers' Compensation Act, such employee may use any paid sick leave which has accumulated to his or her

credit to augment his or her Workers' Compensation payments. For each day absent due to such injury, the employee will be entitled to use and be paid for one-third (1/3) day of such accumulated sick leave. (Provided that such use of paid sick leave days will be permitted only on a full day basis so as not to result in other than full day balances. Not to exceed a normal workday.) An employee may elect to utilize a pro-rata share of vacation, and/or comp time to augment his or her workers' compensation payments once accumulated sick leave has been exhausted.

#### Section 8. Return to Work.

An employee, if requested, will be required to submit a report from a doctor following an illness or injury indicating that he or she is physically able to do work available to him or her without restrictions before his or her return to active work, to be paid for by the Employer.

#### Section 9. Holiday During Sick Leave.

An employee using paid sick leave during a period that includes a scheduled holiday will be paid for such holiday. He or she will be paid for the holiday, as such, and it will not be charged as a sick leave day.

#### Section 10. Sick Leave Credit While on Sick Leave.

An employee who is absent for more than one (1) month due to non-work related injury or illness, will be credited with sick leave for the first (1st) month only.

#### Section 11.

No employee may draw more than ten (10) days of paid sick leave during a two (2) week pay period.

#### Section 12. Payment for Accrued Sick Leave.

An employee, to be eligible for payments referenced in this Section, must have been continuously employed for a minimum of five (5) years. An employee who separates from the Employer for retirement purposes, in accordance with the provisions of the Retirement Act, shall be paid one hundred percent (100%) for the first 400 hours of their accumulated sick leave upon retirement.

Employees whose employment is terminated shall receive a severance payment of one-half (1/2) of the employee's unused sick leave paid to a maximum of two hundred (200)

hours at the employee's last rate of pay.

Sick leave banks shall be paid out at fifty percent (50%) for a maximum of three (300) hundred hours at the employee's last rate for all employees hired after April 1, 2015.

Payment for accrued sick leave shall not be computed as part of an employee's final average compensation.

Section 13. On-the-Job Injury.

Employees who suffer a job-related injury shall only continue to accumulate vacation and sick leave credits for a maximum of twelve (12) months for said injury.

Section 14. Personal Leave.

Employees shall be provided with three (3) personal leave days, which can be taken from their sick leave. Personal Leave shall be limited to three (3) days per year, renewable on July 1 annually.

Section 15. Life Insurance.

The Employer shall provide full-time non-probationary employees with twenty thousand dollars (\$20,000) life insurance coverage in lieu of sick leave payout upon death.

The \$20,000 life insurance shall be \$10,000 through MCTWF and \$10,000 from the Standard Insurance. Opt out's from the MCTWF refer to Article 16, Section 2.

**ARTICLE 16**  
**HOSPITALIZATION, LIFE, DENTAL AND DISABILITY**  
**INSURANCES**

Section 1.

The Employer shall continue the current health care coverage with the Michigan Conference of Teamsters Health and Welfare Fund (Fund) benefit plan 1131 and effective May 20, 2018, the benefit plan shall change to 1268. The Employer agrees to pay into the Fund pursuant to the Fund's Participation Agreement for each eligible employee and/or family, a contribution amount as indicated below:

Employer contributions shall be determined by in accordance with Public Act 152.



- A. The Employer shall contribute on behalf of a participant whose absence from the job is due to an on-the-job injury/illness (i.e. eligible for Workers' Compensation) for the lesser of (1) twenty-six weeks following the week in which the injury/illness occurred, or (2) two (2) years after the date of an on-the-job injury/illness related absence.
- B. The Employer shall contribute on behalf of a participant whose absence from the job is due to an off-the-job injury/illness for the lesser (1) four weeks following the week in which the injury/illness occurred, or (2) one (1) year after the date of the off-the-job injury/illness related absence.
- C. The Employer shall contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.
- D. The Employer shall contribute on behalf of a participant whose absence from the job is due to military duty for the first four weeks following the week in which military duty commenced.

Section 2.

If permitted by the Employer's insurance provider, any employee that is covered by another health program may, at their option, choose to not accept the Employer's health insurance policy. Those employees that opt out of the Employer's health insurance will be compensated at a rate of four hundred dollars (\$400.00) per month. This payment will be made monthly and included in the employee's payroll check. Any payments made under this section shall not be considered in determining an employee's final average compensation for retirement purposes. Participation in this plan requires properly signed authorization forms and proof of health coverage for each employee.

An employee who waives health insurance coverage shall not be permitted to revoke or rescind such waiver until the next open enrollment period; provided however, an employee, subject to policy requirements and conditions, may reinstate his health insurance in the event the coverage provided by his spouse is terminated. In such case, the employee shall reimburse the Employer for the payment made to him under this provision.

Employees opting out of the MCTWF Health Insurance Plan shall only receive \$10,000 Life Insurance through the Standard Insurance only.

Section 3.

In lieu of providing Short Term Disability under the MCTWF Plan, it is agreed between all parties to remove the Short Term Disability line item from the Plan effective May 20, 2018. The Road Commission shall replace the MCTWF A & S with the Standard Insurance STD (\$250 per week) and the \$19,000 shall be contributed to the MERS Plan Article 25, Section 2.

**ARTICLE 17**  
**LIMITATION OF AUTHORITY AND LIABILITY**

Section 1. No Strike.

No employee Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the expressed approval of the Executive Board of the Local Union through its President. The Union shall not be liable for any such activities, unless expressly so authorized.

Section 2.

Any individual employee or group of employees who willfully violate or disregard the provisions of this Article may be summarily discharged by the Employer with no recourse to the grievance procedure and no liability on the part of the Employer or the Union.

**ARTICLE 18**  
**SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, (if this subcontracting takes work normally performed by employees away from present employees), so long as any employee in the bargaining unit is on layoff due to lack of work, or if put on layoff for lack of work because of such subcontracting. (It is understood and agreed that making gravel and new construction are considered as not being work normally performed by bargaining unit.)

**ARTICLE 19**  
**EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement or any agreement or contract with the said employee, either individually or collectively, which in any way affects wages, hours, or working conditions of said employees or any individual employee in the unit covered by this Agreement.

**ARTICLE 20**  
**WORKERS' COMPENSATION**

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees even though not required by law.

**ARTICLE 21**  
**SAFETY COMMITTEE**

**Section 1. Safety Committee.**

A Safety Committee shall be composed of Union and Employer representatives who will meet at least every three (3) months, or more often if necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

**Section 2. Unsafe Conditions.**

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.

**Section 3.**

The Employer shall consider the personal safety of the employees established operational procedure.

**ARTICLE 22**  
**MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in the Crawford County Road Commission operation relating to wages, hours of work, overtime, differentials and general working conditions uniformly provided to members of the bargaining unit at the time of signing of this Agreement shall be maintained at not less than the highest minimum standards in effect in Crawford County at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

**ARTICLE 23**  
**EQUIPMENT, ACCIDENTS AND REPORTS**

Section 1. Unsafe Equipment

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

Section 2. Unsafe Conditions.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order or government regulation relating to safety of person or equipment.

Section 3. Reporting Accidents.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting his or her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this

provision shall subject such employee to disciplinary action by the Employer ranging from written reprimand up through termination.

Section 4. Defects in Equipment.

It is the duty of the employee that he or she shall immediately, or at the end of his or her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working condition and receives no consideration from the Employer, he or she shall take the matter up with the Safety Committee who will take the matter up with the Employer.

**ARTICLE 24**  
**GENERAL**

Section 1. Union Access to Employer Premises.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement providing that contact is first made with the managing director of the Road Commission and that the visit does not interfere, with the progress of the workforce.

Section 2. Employer Records.

The Union shall have the right to examine timesheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Road Commission pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. Bi-Weekly Pay Periods.

The Employer will continue to use bi-weekly pay periods. Each employee shall be

provided with an itemized statement of his or her earnings and of all deductions made for any purpose.

Section 4. Bond.

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

Section 5. Uniforms/Safety Shoes.

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of employment, such uniform shall be furnished and maintained by the employer, at its expense, and at a standard required by the Employer.

The Employer shall provide eight hundred fifty (\$850) dollars per employee for the length of the contract for the purchase of work-related clothing (Carhartt, jackets, steel toe boots, etc.)

The Employer may approve greater amounts or more than one (1) pair of shoes per year in special cases, for brine truck drivers, AMZ operators or if unusual sizing requirements exist.

Section 6. Rain Gear and Safety Equipment.

Suitable raincoats and hats, boots and safety equipment will be furnished by the Employer at the discretion of the Employer.

The Employer will furnish washrooms and provisions for changing and storing the clothing issued by the Employer.

Section 7. Rates of Pay for New Equipment.

When new types of equipment for which rates of pay are not established by this Agreement are put into use within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put into use.

Section 8. Coffee Breaks.

There shall be one (1) fifteen (15) minute morning coffee break from 9:00a.m. to 9:15 a.m., and one (1) fifteen (15) minute wash-up period at the end of the shift.

Section 9. Bulletin Board.

The Employer shall provide a bulletin board in the facility where employees

hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official Union notices are to be posted and must have the signatures of the Union's Business Representative or Steward.

Section 10. Mileage Reimbursement.

When an employee is required by the Employer to provide his or her own transportation to and from a job location he or she shall receive a mileage allowance based on the current standard mileage rate as published by the Internal Revenue Service.

Section 11. Work Sites.

Employees in the bargaining unit may be transferred from one section of the County to another when, in the opinion of the Employer, the best interest of the Employer and the public will be served.

Section 12. Work Assignments.

Employees are transferable from job to job by the immediate supervisor, based on the availability of work and the skills of the employee.

Section 13. Seniority During Transfer.

In the event of such transfer, the employee will carry full seniority from the work area transferred from to the new work or area transferred to.

Section 14. Gender.

Reference to the male gender shall apply equally to the female gender and vice versa.

Section 15. Captions.

The captions used in each Section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

Section 16. Posting Job Vacancies.

Vacancies that are going to be filled, occurring in any position in the bargaining unit, shall be posted on the bulletin board for not less than three (3) days. The successful bidder will be notified, and the notice of employment will be posted within seven (7) days.

Section 17. Filling Job Vacancies.

Vacancies will be filled according to seniority, if all other matters such as ability and physical qualifications are equal in the opinion of the Employer.

Section 18. Probationary Period for New Jobs.

The successful bidder shall be given a probationary period of one (1) year to qualify on the job. The employee will receive the top rate of the classification. In the event the employee cannot qualify he or she shall be returned to his or her former position and his or her former rate of pay.

Section 19. Out-of-Classification Pay.

Any employee temporarily transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification if one-half (1/2) day is worked on such higher classification.

Employees assigned to fill in or relieve a Foreman shall receive the Assistant Foreman rate for all time performing those duties.

Section 20. Filling Vacancies with Non-Bargaining Unit Persons.

The Employer reserves the right to hire from outside if, in the opinion of the Employer, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

Section 21. Temporary Assignments for Union Members.

The Employer reserves the right to fill temporary or seasonal assignments without following the bidding procedure for periods of up to three (3) months.

Section 22. Notice of Legal Action.

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court or other legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall, within a reasonable time not to exceed two (2) weeks, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 23. Bargaining Unit Work.

The Employer agrees that it will not replace regular employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in case of emergencies.

Section 24. Mechanics' Tool Allowance.



The employer shall pay an annual tool allowance of seven hundred fifty (\$750) dollars to each full-time mechanic

Any mechanic who retires, transfers, resigns or is suspended will receive a pro-rated amount to the nearest week based on the time working as a mechanic. Payment will be made the first payroll following December 1 of each year. The tool allowance shall be full compensation for hand tools that are broken or lost.

Payment is shown as earned income and mechanics will be taxed on that income. However, mechanics are encouraged to provide receipts for tools purchases within that reporting year so that said amount can be excluded from taxes. All receipts shall be turned into the Employer on or before November 1st of each year.

Section 25. Commercial Driver's License (CDL).

The Employer shall pay all related costs beyond the cost of a basic driver's license including applicable endorsements with the exception of cycle, chauffer and hazardous materials endorsements, for any employee who is required to maintain a Commercial Driver's License (CDL) as a condition of employment with the Crawford County Road Commission.

Should any employee be unable to obtain or maintain a Commercial Driver's License, when such employee is required to have this license for the purpose of operating any or all of the Employer's vehicles or equipment, the Employer shall:

- A. Temporarily place the employee in a classification where such license is not required until such time as the employee obtains the required license, provided an opening exists and the employee is qualified to perform the work in the temporary assignment. This temporary assignment shall not exceed ninety (90) days, and the employee shall not suffer a loss of pay or benefits during this temporary change in classification; or
- B. The employee shall be granted a leave of absence up to a period of ninety (90) days for the purpose of obtaining such a license. During this leave of absence, the employee will not lose benefits or seniority and may use earned and available vacation time and comp time for this leave, or may accept the leave without pay.

All employees required to obtain and maintain a Commercial Driver's License shall have a biennial physical examination performed by a DOT certified medical examiner. Such

biennial physical examination shall be limited to the examination required by law as it pertains to obtaining or maintaining a CDL. Only the costs of the biennial physical examination shall be paid by the Employer and shall be scheduled during the employee's regular working hours. Employees shall not suffer any lost time as a result of this requirement. The employee shall be responsible for all costs associated with any follow-up visits.

Section 26. Employee Assistance Program.

The Employer agrees to establish and maintain, at its sole expense, an Employee Assistance Program. The Employer agrees to allow employees reasonable time off, without pay, if the employee does not have available sick, comp time or vacation leave, to seek necessary counseling or treatment.

Section 27. Substance Abuse Policy.

The Employer has established a Substance Abuse Policy (Drug Free Workplace) to comply with applicable U.S. Department of Transportation and Federal Highway Administration (FHWA) rules and regulations.

The revised issue of the Substance Abuse Policy adopted by the Crawford County Board of Road Commissioners, dated June 20, 2002 shall apply.

It is therefore agreed and understood that the uniform substance abuse policy will be modified in the event that further federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements.

Section 28. No Pay Days.

The Employer discourages the use of "No Pay Days". In the event an employee uses a No Pay Day, the employee shall reimburse the Employer for the amount which is needed to pay for the employee's benefits for those hours which constitute as "No Pay".

**ARTICLE 25**  
**RETIREMENT**

Section 1. Retirement Plan.

Eligible employees may retire under the Municipal Employees Retirement System of Michigan, commonly referred to as "MERS". Those employees qualifying for retirement may so retire under the MERS Plan B-4 with the F Rider of fifty-five (55) (years of age/fifteen (15) (years of service).

The Road Commission shall contribute \$19,000 to the MERS retirement in addition to the annual required contribution for the Teamsters General Division #01 each year of the agreement. Employees shall pay four and three-tenths percent (4.3%) of their income in pre-tax dollars towards their retirement benefit. This percentage shall be increased by 0.5% per year for a period of two years to a total of 5-3/10 of a percent (5.3%).

Section 2. Health Care Benefit after Retirement.

Retirees shall be provided via a MERS Health Care Savings Participation Agreement, monthly contributions to be used for eligible medical expenses. Eligible medical expenses are those which MERS allows per agreed language of the Participation Agreement and its subsequent plan. Monthly contributions for retirees shall be as follows:

Existing retirees between age 55 and 65:

Single – maximum \$7,800/year (\$650/month)

Two person with health insurance included with spouse - \$9,600/year (\$800/month)

Two person without health insurance included with spouse - \$13,200/year  
(\$1,100/month)

Contribution amounts for employees retiring after April 1, 2015 shall be as follows:

Single - \$2,400/year (\$200/month)

Two person - \$6,000/year (\$500/month)

For employees retiring on or after January 1, 2021, the Single rate shall increase from \$2,400 to \$2,700. And the two person amount shall remain at \$6,000 per year.

Section 2(A) Health Care Benefit, one-time contribution after Retirement.

In addition to the contribution indicated in Section 2; Health Care Benefit after retirement, Retirees shall be provided via a MERS Health Care Savings Participation Agreement, a one-time contribution upon retirement based on the following:

Employee retiring within 2016 shall receive a one-time payment into the MERS Health Care Savings Participation Agreement of \$20,000.

Employee retiring within 2017 shall receive a one-time payment into the MERS Health Care Savings Participation Agreement of \$16,000

Employee retiring within 2018 shall receive a one-time payment into the MERS Health

Care Savings Participation Agreement of \$12,000.

Employee retiring within 2019 shall receive a one-time payment into the MERS Health Care Savings Participation Agreement of \$8,000.

Employees retiring within 2020 shall receive a one-time payment into the MERS Health Care Savings Participation Agreement of \$4,000.

Contributions are to be used for eligible medical expenses. Eligible medical expenses are those which MERS allows per agreed language of the Participation Agreement and its subsequent plan.

Section 3. Health Care Benefits for Retirees Age Sixty-five (65) or Older.

For Retirees age sixty-five (65) to eighty (80), the Road Commission shall reimburse the retiree fifty percent (50%) of the monthly premium for supplemental insurance up to one hundred fifty dollars (\$150.00) per month. The retiree's spouse at the time of retirement shall be entitled to fifty percent (50%) of the monthly premium for supplemental insurance up to one hundred dollars (\$100.00) per month. This reimbursement shall be non-taxable. Retirees and their spouse shall provide proof of the supplemental insurance and payment for same to the Road Commission in accordance with current IRS guidelines. The Road Commission will also provide Two Thousand Dollars (\$2,000.00) life insurance for these retirees.

**ARTICLE 26**  
**LONGEVITY**

Employees shall receive fifty dollars (\$50.00) per year of continuous service. Employees hired after 7/1/00 shall begin receiving longevity recognition in the year in which they complete their fourth (4th) year of continuous service to the Road Commission. Longevity payments shall be made in the first payroll period of December, annually, and are subject to applicable withholding taxes prescribed by law. The initial computation of years of service shall be rounded up or down to the nearest whole year of service. Longevity payments shall be capped at nine hundred dollars (\$900.00). Longevity payments shall be frozen for those bargaining unit members currently receiving longevity payments in excess of nine hundred dollars (\$900.00). Employees hired after April 1, 2015 shall not be entitled to longevity pay.

**ARTICLE 27**  
**WAGES, CLASSIFICATIONS, OVERTIME,**  
**HOURS OF WORK,**

Section 1.

Wages and classifications for employees covered by this Agreement appear in Schedule "A."

Section 2.

Overtime and hours of work applications appear in Schedule "B."

**ARTICLE 28**  
**BARGAINING DURING THE TERM OF THIS AGREEMENT**

It is hereby acknowledged that during the negotiations which resulted in this agreement, each party had unlimited rights to make demands and proposals with respect to any subject matter not removed by ordinance, charter or law from the area of collective bargaining. This contract constitutes the entire agreement between the parties, and during the life hereof both the Union and the Road Commission waive the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted here from and irrespective of whether said subject was mentioned or discussed during the negotiations preceding execution of this Agreement. The parties to this Agreement recognize that additions to this contract can be made by mutual agreement of both parties. This Agreement cancels and supersedes any other agreement, understandings, practices and arrangements heretofore existing.

**ARTICLE 29**  
**TERMINATION OF AGREEMENT**

Section 1. Termination of Agreement.

This Agreement shall be in full force and effect April 1, 2018 through March 31, 2022 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. Notice of Cancellation.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to March 31, 2018, or sixty (60) days prior to the end of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

Section 3. Commencement of Negotiations.

Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

AGREEMENT BETWEEN  
THE CRAWFORD COUNTY ROAD COMMISSION AND TEAMSTERS  
STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214  
EFFECTIVE APRIL 1, 2018  
THROUGH MARCH 31, 2022

CRAWFORD COUNTY BOARD OF  
ROAD COMMISSION

STATE, COUNTY AND  
MUNICIPAL WORKERS  
LOCAL NO. 214

\_\_\_\_\_  
Donald A. Babcock, Managing Director

\_\_\_\_\_  
Curtis Brown, Business Agent

\_\_\_\_\_  
Verna M. Meharg, Clerk of the Board

\_\_\_\_\_  
Jay Dannenberg, Steward

\_\_\_\_\_  
Gary Summers, Commissioner

\_\_\_\_\_  
Greg Stepp, Alternate

\_\_\_\_\_  
James Burtch, Chairman

\_\_\_\_\_  
Ryan Halstead, Vice Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

SCHEDULE  
"A"  
WAGES AND  
CLASSIFICATIONS

Wages to be discussed during the course of negotiations.

Effective On:

<u>Classification</u>	4/1/18	4/1/19	4/1/20	4/1/21
Shop Foreman (Garage)	23.59	24.00	24.42	24.85
Assistant Foreman (Shop & Field and Patrolman)	22.59	23.00	23.42	23.85
Mechanics	22.03	22.44	22.86	23.29
Heavy Equipment / Sign Shop	21.81	22.22	22.84	23.07
Truck Driver	20.64	21.05	21.47	21.90

All new employees shall start at a wage rate equal to one dollar (\$1.00) less than the wage rate of the applicable classification in effect and shall increase in six (6) month intervals by \$.50/6months, to the wage rate of the applicable classification then in effect.



## SCHEDULE "B"

### OVERTIME AND HOURS OF WORK

#### Section 1. Workday Hours.

The Employer reserves the right to change the starting and quitting time of the regular workday and will attempt to notify employees and the Union one (1) week in advance of any change.

The regular workweek is established as eight (8) hours a day, Monday through Friday, or ten (10) hours a day, Monday through Thursday/Tuesday through Friday. The Employer reserves the right to change the workweek, work day and/or work week hours i.e. to either (5) 8 hour days or to (4) 10 hour days.

The regular eight (8) hour workday shall commence at 7:00 a.m. and end at 3:30 p.m. daily, with a lunch period from 11:30 a.m. until 12:00 noon.

The regular ten (10) hour workday shall commence at 6:00 a.m. and end at 4:30p.m. with a lunch period from 11:30 a.m. until 12:00 noon. Employees shall be allowed a fifteen (15) minute rest period approximately in the middle of the morning portion of the work schedule.

During the four (4) days, ten (10) hours per day work schedule, the workweek employees shall receive ten (10) hours of holiday pay for each holiday and ten (10) hours of funeral leave for each day that occurs during said schedule. Vacation, sick leave and comp time used shall be charged against the employee's earned time on the basis of ten (10) hours per day.

#### Section 2. Overtime.

Overtime work will be permitted only when authorized by the Employer and/or the Foreman.

Overtime pay will be at time and one-half (1-1/2) for all hours worked in excess of eight (8) hours in any one (1) day, Monday through Friday, for an eight (8) hour workday, or ten (10) hours per day. Monday through Thursday for a ten (10) hour workday, or over forty (40) hours in any one (1) week.

Emergency overtime shall be scheduled work outside of the normal working hours and when the employee is required to return to the place of work, or is called in for an early start.

Scheduled overtime shall be when an employee has been notified to report to work and such notice is given prior to the end of the employee's previous work shift and at least eight (8) hours prior to the scheduled time to report for overtime work. All employees shall be considered eligible for scheduled overtime work. Employees called back to work from off duty shall receive a minimum of three (3) hours' pay at their premium hourly rate (time and one half [1-1/2] regular rate). Call back minimum shall not apply to continuation hours immediately preceding or after the regular scheduled shift. Overtime availability on part of the employee is emphasized during snow and ice removal periods. For these and other emergency situations the employee(s) shall be reasonably available for call back overtime.

The Employer shall post an emergency overtime call list prior to July 1<sup>st</sup> of each year. Employees who wish to be called to work emergency overtime shall sign this list. All bargaining unit employees are eligible to work emergency overtime that they are qualified to perform. Emergency overtime opportunities will be offered first to the employees who sign the Emergency Overtime Posting.

Employees will not be required to work more than sixteen (16) hours in any twenty-four (24) hour period or to return to work after working twelve (12) or more hours continuous hours without at least an eight (8) hour period of uninterrupted rest.

Individual employees shall be assigned to operate specific pieces of equipment. When practical, only the employee assigned to the equipment shall operate it. However, if an employee does not sign the emergency overtime list, or is not available, or refuses overtime when called, the Employer may reassign that employee's equipment as required during the time the equipment is needed for overtime. The Employer reserves the right to temporarily change equipment assignments where it is necessary to avoid the inefficient use of equipment.

### Section 3. Overtime Equalization.

The Employer shall post, each pay period, the amount of overtime worked by each employee on a year-to-date basis. Overtime opportunities shall be equalized as near as practical among all employees on a monthly basis. All hours of overtime that an employee refuses, or when unavailable for the overtime assignment when called, will be counted as overtime worked for

purposes of equalizing overtime opportunities.

Overtime opportunities shall be equalized as near as practical among the employees. An employee shall be considered as having an overtime opportunity if any of the following conditions exist:

- A. The employee works the overtime when offered. The employee will be charged with the actual hours worked toward the overtime opportunity.
- B. The employee is eligible for overtime, pursuant to this Section, but refuses or is not available to work the overtime when offered. The employee will be charged with the most hours worked by an employee actually reporting for such overtime assignment.
- C. If an employee's turn in the overtime rotation occurs on a day that the employee is on sick leave, personal leave, vacation or off work without pay. Employees missing four (4) or more hours' work during a regular workday shall not be called for overtime, but shall be charged with an overtime opportunity if the employee otherwise would be called to work that overtime. The workday shall end at midnight.

Employees will be called or scheduled for overtime in the reverse order of the total overtime opportunities recorded for each employee. If two (2) or more employees have the same total overtime opportunities, then the employee(s) shall be called or scheduled according to seniority.

Supervisors and night patrolmen shall keep accurate records of overtime opportunities. An employee will be considered not available after his or her telephone has rung ten (10) times or five (5) minutes after a message is left with another person answering the call or on an answering machine. The employee making the call will keep an accurate record of the time they called each employee, and they are requested to include the time in any message left.

For the purpose of equalizing extra work opportunities, all overtime shall be applied and computed towards an individual employee's total paid, or charged as if paid, overtime hours as calculated by the Employer.

Overtime generated by an employee via a bid position (afternoon and night patrol) or a posted position shall be charged for the overtime hours worked. All other employees shall not have those hours charged against them for the purpose of equalizing overtime.

On July 1 of each year, all employees shall begin with zero (0) hours of overtime for purposes of equalization calculations. Preference for the annual re-start shall be driven by seniority and/or sign-up list of those employees desiring extra work opportunities.

Section 4. Night and Afternoon Patrol Pay Rate and Hours Worked.

Night and Afternoon Patrol shift assignments shall be posted at the earliest opportunity after receipt of the “Night and Afternoon Patrol Letter of Understanding” from the Michigan Department of Transportation.

Employees assigned to the Night and Afternoon Patrol shall be paid the same rate as the Assistant Foreman (Shop & Field and Patrolman) while on night patrol during the winter. Night and Afternoon Patrol shift work hours shall be determined by an agreement with the Employer and the Michigan Department of Transportation and indicated via the Letter of Understanding by the Michigan Department of Transportation.

Time and one-half (1-1/2) shall be paid for all hours worked on Saturdays and Sundays.

Section 5. Overtime Coffee and Meal Periods.

An employee required to work more than two (2) hours’ overtime shall be granted a ten (10) minute coffee break. In the event that such overtime extends beyond four (4) hours’ duration, the employee will be granted one (1) additional thirty (30) minute paid meal period, limited to one (1) paid meal per workday. The Employer will determine the time of the coffee break and meal period.

Section 6. Optional Compensatory Time Off.

Employees may opt to take compensatory time off in lieu of overtime payments.

Use of compensatory time off must be taken between May 1<sup>st</sup> and November 1<sup>st</sup> of each contract year.

Compensatory time may not be earned or accumulated beyond fifty-three and thirty-three/one hundredths (53.33) overtime hours or the equivalent of eighty (80) straight time hours.

Usage may be increments of quarter hours.

For the purposes of compensatory bank accrual, overtime will be converted from overtime hours into bankable compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for every one (1) hour of overtime worked.

Compensatory time leave requests shall be executed the same as vacation leave requests. (Refer to Article 14 – Vacations, Section 3 – Vacation Leave Requests.)