

AGREEMENT

between

THE CRAWFORD COUNTY
ROAD COMMISSION

and

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL No.
214

April 1, 2022, through March 31, 2025

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AGREEMENT

This agreement, made and entered into this 1st day of April 2022 by and between the Crawford County Road Commission, hereinafter referred to as the "Employer" and Teamsters State, County and Municipal Workers Local 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 **October** 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 grievant's 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 (60) 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 SUSPENSION

The Employer shall not discharge or suspend any non-probationary employee without just cause. Just cause may include, but is not limited to, intimidating, harassing, assaultive behavior initiated by an employee against another employee, agent or director of the employer whether such behavior is during ordinary work hours or not or whether such behavior occurs on or off the employment workplace or site. 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 **Five (5)** days' absence in the case of a death in his or her immediate family. **Immediate family means father, mother, sister, brother, child, stepchild, wife, husband, Employees will be for 3 days absence in the case of a death in his or her family to include mother-in-law, father-in-law, grandparents and stepparents 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 then current daily rate of the regular workday 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 **double time (2)** times his or her regular rate, in addition to holiday pay, i.e., **double time (2) times his or her regular rate** 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 st year anniversary	-	6 days
Beginning 3 rd year of employment	-	10 days

Beginning 8 th year of employment	-	15 days
Beginning 11 th year of employment	-	17 days
Beginning 15 th year of employment	-	20 days
Beginning 20 th 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 of pay 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 \$20,000.00 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 04-02-2022 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.