

**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 (\$750) 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 rain coats 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 one thousand dollars (\$1000.00) 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.

Effective 4/1/2022, all new hires/rehires/transfers employees shall be enrolled in MERS 457 Plan with an employer match up to 5%. Employees hired prior to this date will continue their benefit and service under their current defined benefit plan. MERS Plan B-4 with the F Rider of fifty-five (55) (years of age/fifteen (15) (years of service). Employees hired before April 1<sup>st</sup>, 2022, shall pay five and three tenths' percent (5.3%) of their income in pre-tax dollars towards their retirement benefit.

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.

For employees retirees on or after January 1<sup>st</sup>, 2021, and employees who were hired prior to April 1<sup>st</sup>, 2022, shall be provided via a MERS Health Care Savings Participation Agreement.

Monthly contributions for retirees shall be follows:

Retirees between age 55 and 65:

Single \$2700/year (\$225/month)

Two person \$6000/year (\$500/month)

If the retiree acquires health insurance via employment or spousal insurance, the contribution amount shall be reduced to half (½) of the qualifying rate.

Employees hired after April 1<sup>st</sup>, 2022, are not eligible for retiree health benefits.

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

For retirees aged 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. *Shall the retiree pass away, the spouse shall no longer be eligible to receive the reimbursement.* The Road Commission will also provide Two Thousand Dollars (\$2,000.00) life insurance for these retirees. *Employees hired after April 1<sup>st</sup>, 2022, are not eligible for supplement insurance.*

**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, 2022, through March 31, 2025**, 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 **April 1<sup>st</sup> 2025** 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, 2022  
THROUGH MARCH 31, 2025

CRAWFORD COUNTY BOARD OF  
ROAD COMMISSIONERS

STATE, COUNTY AND  
MUNICIPAL WORKERS  
LOCAL NO. 214

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

\_\_\_\_\_  
Clayton Pletscher, Business Agent

\_\_\_\_\_  
Leann Nielson, Clerk of the Board

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

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

\_\_\_\_\_  
Dale Bindschatel, Alternate Steward

\_\_\_\_\_  
Gary Summers, Vice Chairman

\_\_\_\_\_  
Scott Hanson, Commissioner

\_\_\_\_\_  
Cris Jones, Commissioner

\_\_\_\_\_  
Ronald Larson, Commissioner

\_\_\_\_\_

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

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

SCHEDULE  
"A"  
WAGES AND  
CLASSIFICATIONS

Effective On:

| <u>Classification</u>                                | 4/1/22 | 4/1/23 | 4/1/24 |
|--|--------|--------|--------|
| Shop Foreman (Garage)                                | 26.09  | 27.39  | 28.76  |
| Assistant Foreman<br>(Shop & Field and)<br>Patrolman | 25.04  | 26.29  | 27.60  |
| Mechanics  | 24.45  | 25.67  | 26.95  |
| Heavy Equipment /<br>Sign Shop                       | 24.22  | 25.43  | 26.70  |
| Truck Driver   | 23.00  | 24.15  | 25.36  |

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 \$0.50/6 months, 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 often (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 forty (40) overtime hours or the equivalent of sixty (60) 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.)