

AGREEMENT

BETWEEN THE

WASHTENAW COUNTY ROAD COMMISSION

AND

**AFSCME LOCAL 2733,
ROAD COMMISSION UNIT**

April 9, 2015 to April 8, 2018

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Title
AGREEMENT

This agreement entered into on this 07 day of April, 2015, between the Washtenaw County Road Commission (hereinafter referred to as the "EMPLOYER") and the Clerical and Technical Employees Chapter of Local Union No. 2733, affiliated with Council 25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT

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

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

To these ends the Employer and the Union encourage to the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1
RECOGNITION – Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of wages, hours of employment, 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 regular full-time and part-time receptionist, engineering technicians, permit clerk, finance clerk, maintenance clerk, permit coordinator, payroll clerk, engineering support clerk, and engineering secretary.
Excluded: Programmer Analyst, supervisors and all others.

ARTICLE 2
AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3
DUES, SERVICE FEES AND VOLUNTARY ASSOCIATION

The Employer hereby agrees to deduct dues, service fees, and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

- a) Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the Employer's "AUTHORIZATION FOR PAYROLL DEDUCTION" form.

- b) During the life of this Agreement the Employer shall place such deduction or deductions in effect at the first pay period of the month following receipt of same and continue same unless or until revoked in writing by the employee.
- c) The Employer shall transmit such deduction, together with a list of employees paying same, to the Treasurer of the Union, designated in writing by the Union, and shall do so as soon as possible after the 5th day of the following month.

Employees covered by this Agreement at the time it becomes effective may be members in good standing in the Union, be fair share representation employees, or elect not to be either.

All new employees may, after completion of thirty (30) days of work, choose to become members of the Union, or pay a fair share service fee to the Union either directly or through payroll deduction provisions as set forth above. The fair share service fee shall be solely determined as provided by the Union's Constitution and Bylaws.

It is further agreed between the parties that in no way shall the Employer be liable for uncollected fees or dues from employees not authorizing a payroll deduction for said fees or dues.

The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of its compliance with the provisions of this Article.

ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, and discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of annual leave so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE 5 UNION REPRESENTATION

1. Officers – Local 2733 President, Chapter Chairperson, Steward, Alternate Steward(s), and Secretary.

- a) The employees covered by this Agreement will be represented by the Local 2733 President, Chapter Chairperson, Steward, Alternate Steward(s) and Secretary. The Union shall have the exclusive right to assign said Officers subject to the terms of the collective bargaining agreement.
- b) The Employer will be notified of the names of the Officers.
- c) The Officers (Local 2733 President, Chapter Chairperson, Steward, Alternate Steward(s), and/or Secretary) at the level specified in the grievance procedure, during their working hours, without loss of time or pay, shall, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having secured permission from their Supervisor. The Supervisor will then grant permission at a reasonable time to the Officers to leave their work for these purposes. The privilege of Officers leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and/or investigations of potential grievances and, will not be abused, and the Officers will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances/investigations as provided herein. If replacing the Officer would impair the function of the department,

a supervisor may deny the Officer permission to leave the work area, in which case an alternate Officer, if he/she is not directly involved with the existing situation, shall be advised and allowed to investigate in the Officer's inability.

2. Union Bargaining Committee.

- a) Employees covered by this Agreement will be represented by one (1) Chapter Chairperson and two (2) members of the chapter which constitute the bargaining committee for the Union. In addition, the Local 2733 President and Staff Representative of Council 25 and/or the International Union will participate in the negotiations.
- b) Members of the bargaining committee who are employees of the Employer shall suffer no loss of time nor pay for regularly scheduled time spent in negotiations.
- c) If negotiations are scheduled after regular work hours or extend beyond the regular work time it shall not be compensated.

3. Local President Representation.

If and when an employee of the Washtenaw County Road Commission is elected local Union President, he/she will be allowed reasonable time off with pay, never to exceed two (2) hours at a time, to investigate grievances at the fourth step and beyond, to attend meetings of the Washtenaw County Board of Road Commissioners only if requested by the Board, and to attend special conferences to prepare for arbitration. The President will perform his/her regularly assigned work at all times, except when necessary to leave his work, with permission of his/her Supervisor, to handle matters as provided herein. If the Local 2733 President is an employee of the Commission, he/she shall be recognized as a representative of the Union for purpose of collective bargaining and representation, and shall be one of the three unit members making up the bargaining committee, in respect to rates of wages, hours of employment, and other conditions of employment. The local Union president responsibilities related to other chapters shall be at no cost or inconvenience to the Employer.

ARTICLE 6 SPECIAL CONFERENCES

Special conferences for important matters, other than grievances which are hereby specifically excluded from consideration in a special conference, may be arranged upon the request of either party. Such conference(s) shall be limited to the agenda established in the request. The time for a special conference will be mutually agreed upon.

The Chapter Chairperson shall be permitted ample time to investigate matters affecting the Chapter as a whole for special conference.

Two (2) chapter representatives of the Union may be in attendance unless the Employer agrees that additional persons are required to be in attendance. The Local President and a representative of Council 25 may also be in attendance.

The members of the Union shall not lose time or pay for time spent in such Special Conference. The Union representatives may meet for not more than thirty (30) minutes immediately preceding a meeting. If a meeting room is needed on site the Employer will designate the room. It is understood that the limitations contained herein may be waived by mutual agreement of the parties.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of the contents of this Agreement. If any employee covered by this agreement feels his/her rights under the provisions of this agreement have been violated, the employee may discuss a concern with or without a steward, in a conference with the immediate supervisor. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the event giving rise to the grievance or reasonable knowledge of the event. The Employer will provide written answers, to any written grievance presented to it, by the Union. Time limits may be extended upon written agreement between the parties. The grievance procedure shall take place during normal working hours, unless otherwise mutually agreed upon by both parties. The following four-step grievance procedure shall be followed for all grievances unless otherwise specified.

- STEP 1** If not settled in this manner with the oral dialogue, the grievant, conferring with a Local Union representative, may have the grievance reduced to writing in the accepted format within ten (10) working days and presented to the immediate supervisor. The immediate supervisor shall respond within five (5) working days. If the response is not acceptable to the Union at Step 1, proceed to Step 2, within five (5) working days.
- STEP 2** After receipt of the written grievance by the Department Head, a meeting between a Steward or Chapter Chairperson and the Department Head will be held within ten (10) working days thereafter. A response to this meeting will be given to the Union representative within ten (10) working days.
- STEP 3** If the grievance is not settled in Step 2, the Union may, within ten (10) full working days after the day of receipt of the 2nd Step answer, deliver to the Managing Director or his/her designee a written request for a meeting between the Chapter Chairperson, Steward, Local Representative and Road Commission management representatives to review the matter. Such meeting will be scheduled within ten (10) working days from date of said written request and the Employer will render its written decision within ten (10) working days to the Union representative after the meeting.
- STEP 4** In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the preceding Steps, the Union may, within thirty (30) working days from the conclusion of Step 3, request the appointment of an Arbitrator by the Federal Mediation and Conciliation Service (FMCS) in accordance with Rules then in effect. FMCS will provide a list of seven (7) Michigan Arbitrators. Selection will be by alternate strike with the right of first strike exercised by the party filing for arbitration.

Section 2

A claim for back wages shall include a claim for base wages and all other benefits but shall not be retroactive prior to the time the event giving rise to the grievance or reasonable knowledge of the event was first submitted nor exceed the amount of wages the employee would have otherwise earned.

Section 3

- a) The arbitrator's power shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and he/she shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all powers, duties, rights, and authority expressed or implied, imposed upon or granted to the Employer by state or federal law or statute are inviolate. Any award of the arbitrator shall not be retroactive prior to the time the event giving rise to the grievance or reasonable knowledge of the event was first submitted. In the event the arbitrator reverses any suspension or discharge, the arbitration award shall include a setoff for any unemployment compensation and/or compensation from any source that the employee earned or received during the period of his absence. The award will be based upon base wages and all other benefits. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employee.

- b) The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union.
- c) Each party shall be responsible for compensating its own representatives and witnesses.
- d) The arbitration proceeding may be recorded by a certified court reporter or recorder. The party requesting the reporter will pay for the cost of the arbitrator's copy of the transcript.
- e) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- f) Any grievance at Step 1 or 2 not answered within the time limits by the Employer shall automatically go to the next step of the grievance procedure when the time for the Employer's answer has expired.
- g) Expedited Grievance: Should a non-probationary employee who has been discharged consider such discharge to be improper, a grievance may be processed initially at Step 3 of the Grievance Procedure; provided the grievance is submitted within five (5) working days from the date discipline was imposed on the grieving employee.

ARTICLE 8 DISCIPLINARY ACTION

The Employer shall not discipline or discharge any non-probationary employee except for just cause.

The Employer agrees to the use of progressive corrective discipline for any non-probationary employee for minor offenses. However, in the case of major infractions, suspension or discharge may be invoked for a first offense. A copy of any written disciplinary action pertaining to its membership will be supplied to the Chapter Leadership simultaneously with that which is given to the employee.

ARTICLE 9 SENIORITY – Probationary Employees

1. New employees hired in the Union shall be considered probationary employees for the first six (6) months of their employment. Employees must receive and sign a written evaluation of their performance at the end of three (3) months of employment and every three (3) months pending successful completion of probationary period. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day of hire. Probationary periods will not exceed twelve (12) months total, with the concurrence of the Union. There shall be no seniority among probationary employees.
2. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except disciplined, discharged, or laid-off employees.
3. During orientation for new employees, they shall be provided with a copy of the then-existing job description and a copy of the collective bargaining agreement.

ARTICLE 10 SENIORITY LISTS

1. The seniority list of this bargaining unit on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
2. The Employer will keep the seniority list up to date and will provide the Chapter Secretary with up-to-date copies at least by the first pay period of each calendar year and within thirty (30) days of changes.
3. The Employer will notify the Union of new hires and terminations.

ARTICLE 11 LOSS OF SENIORITY

An employee in the bargaining unit shall lose seniority, and employment with the Employer shall terminate for the following reasons only:

- a) The employee quits or retires.
- b) The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- c) The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last-known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- d) The employee does not return to work on the required date following an authorized leave, disciplinary suspension or when recalled from layoff as set forth in the recall procedure.
- e) The employee is absent from work for any reason in excess of twelve (12) consecutive months.
- f) The employee is on lay-off for more than twelve (12) months or fails to report for work following recall.
- g) The employee engages in gainful employment while on unpaid leave of absence.

If an employee can prove that he/she was unable to contact the Employer, consideration may be granted to modify the discipline. If an acceptable resolution is not agreed upon, the employee's case would proceed to Step 3 of grievance procedure.

ARTICLE 12 SENIORITY OF OFFICERS AND STEWARDS CHAPTER CHAIRPERSON

The Chapter Chairperson, the Steward, and all Alternate Steward(s), in that order, shall head the seniority list of the unit for the purpose of layoff only during the term of the office, provided they are able and qualified to perform the remaining work.

If new information comes available that would impact this article, then we will negotiate these changes.

ARTICLE 13 LAYOFFS & RECALL

Layoff

1. The word "layoff" means a reduction in the work force due to reasons of lack of work, lack of funds, or the elimination of a position.

2. **Notice to the Union.** In the event it becomes necessary for a layoff, the Employer shall meet with the proper union representatives at least two (2) weeks prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. At this meeting the Employer will make known to the Union the reason for the layoff.
3. **Notice of Layoff.** Employees to be laid off will receive at least a two (2) week notice of the layoff. The Chapter Chairperson will receive notice at the same time the employee receives notice. At the time a layoff occurs, the employee shall be informed of the position, if any, to which he/she would bump. The employee shall respond in writing within three (3) working days to the Employer his/her decision to bump or accept layoff. A lack of notification within three (3) working days shall result in a layoff. Permanent bargaining unit employees will only be laid off after all non-bargaining unit employees performing bargaining unit work have been laid off. The Notice of Layoff correspondence shall be modified to allow the employee to indicate acceptance or denial of potential work while on layoff status. The employee shall respond within five (5) working days to HR of their desire for additional work.
4. **Order of Layoff.**
 - a) Temporary, seasonal, contract and co-op employees will be laid off first then probationary, and finally seniority employees in the affected classification.
 - b) Employees having seniority shall be laid off in the inverse order of their seniority within classification, i.e., the least senior employee in that classification on the seniority list shall be laid off first. In the event a lesser seniority employee remains employed in another classification while a greater seniority employee remains on layoff, the greater seniority employee may replace the least seniority employee, provided that he/she is qualified to perform the work available in the classification in question.
 - c) In the event that a temporary employee is employed in a department, an employee, including a probationary employee unless he is terminated, who is to be removed from that department shall have the option of replacing the temporary employee, conditioned upon ability to perform the work available. An employee exercising this option shall retain their employee status.
 - d) At their discretion, the Employer may bring in laid-off employee(s) to relieve regular staff, if the regular staff would be required to work overtime. If a laid-off member elects to work the hours that would normally be considered overtime, they shall receive the hourly rate of pay commensurate with the work to be performed. The member shall be informed of the hourly rate of pay upon offer of such work. If the laid-off member refuses the work on three (3) separate occasions, the employer will not be required to call them for future work.
 - e) Laid-off employees shall only be called to work when there is a minimum of four (4) hours of time to be worked. Laid-off employees shall receive pay on a straight time basis only.
 - f) An employee may bump into (1) a vacant position or (2) a position of equal or lower pay as long as the employee is qualified to perform the job. However, an employee cannot transfer to a higher paying job.
 - g) Any Employee who bumps into a lower paying position will be paid at the same step in the lower grade.
5. **Time Limit.** An employee shall remain on layoff status for a period of time equal to the time he/she has had seniority with the Employer or up to a maximum of two (2) years. After that time his/her name will be removed from any recall or seniority list.

Recall

1. When the work force is increased after a layoff, the last employee laid off within a job classification shall be the first employee recalled. The employee shall be recalled to a position within the bargaining unit, and with the same pay grade as that from which the employee was laid off, providing the employee meets the qualifications.
2. Notice of recall shall be sent to the employee at their last known address by certified mail. The employee shall accept or reject the position in writing through the Human Resources Department within five (5) working days of receipt of the notification. If the employee accepts the position, then the Employer agrees to confer with the employee to determine the return date of the employee. If an employee fails to report for work within six (6) working days from the

agreed upon date, the employee shall be considered a quit. Under extenuating situations, exceptions may be made with the consent of the Employer.

3. The names of employees laid off or displaced shall be placed on and certified on the recall list, in order of their seniority.
4. A list of all vacancies will be provided to laid-off employees during the first six (6) months of layoff. Thereafter, the laid off employees will be responsible for seeking vacancy information for as long as they remain eligible for recall.
5. The Employer before filling any vacant positions in the bargaining unit shall give consideration to employees who are currently on layoff status and are capable of performing the job duties of the vacancy, and who apply for those positions.
6. Laid off employees shall be recalled to vacancies in inverse order of their layoff, provided the employee meets the qualifications and has the necessary skills and experience and, provided further, that the recall occurs prior to the expiration of the time limits set forth in this article.

ARTICLE 14

TRANSFERS, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES

1. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one year, transfers back to a position within the bargaining unit, he shall have his original unit seniority date minus the time he was out of the unit. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.
2. All vacancies and/or newly-created positions shall be posted by Human Resources within ten (10) working days in the Department and all Employer work locations for a period of five (5) working days. If the Employer is not going to fill the position they will notify the Union within ten (10) working days. A position is vacant when an employee resigns, retires, dies, etc. When possible, e-mail will also be used to notify the bargaining unit. The job posting will outline the job title and rate of pay. Copies of these postings will be forwarded to the Chapter Chair of the Unit or designated representative(s).

JOB POSTING LOCATIONS The Employer will provide job posting locations in the facility where the Union employees normally report for work.

3. Employees who are interested in filling a vacancy shall apply for transfer or promotion within the five (5) working days during which the position is posted. Application shall be filled as follows:
 - a) If there is one applicant for a position that meets the minimum requirements they will be awarded the job. If more than one applicant from the bargaining unit meets the minimum requirements, the most senior union member will be awarded the position. In the event no one within the bargaining unit applies or meets the minimum qualifications, the position may be awarded outside the bargaining unit.
 - b) In determining the qualifications for filling positions, management will take into account such factors as experience, training and education as applied to the specific vacancy and review of past performance.
 - c) When a candidate has been selected a notification shall be made to the Chapter Chair and applicant(s).
4. If the vacancy and/or newly-created position are filled by a current employee from outside this bargaining unit, that employee shall suffer no loss of seniority with respect to the computation of benefits; for the purpose of layoff, he shall be entered at the bottom of the seniority list.

5. The employee awarded a position in the bargaining unit shall be granted a trial period of two (2) months to determine:
 - a) His desire to remain on the job.
 - b) His ability to perform the job. During the two (2) month trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her Steward in writing immediately. In the event the employee disagrees, it shall be proper subject for the grievance procedure.
 - c) The job shall be awarded or denied within three (3) weeks after the posting period. If the Union and the employee disagree with the decision, it shall be subject to the grievance procedure.
6. During the trial period employees will receive the rate of pay of the job they are performing.
7. Probationary employees shall not qualify for promotion or transfer unless all seniority employees have been considered first.
8. The Employer shall provide five (5) working days advance notice to the Union prior to implementing a forced permanent lateral transfer. Discussion will take place upon request by the Union.
9. If the Employee is awarded a promotion, they will be guaranteed at least 50 cent per hour or 1-step increase, whichever is greater.
10. If an Employee moves laterally from one classification to another he/she will remain at the same step. Employees who receive a lateral transfer will carry their review date forward from their old position.

ARTICLE 15 RATES FOR NEW JOBS

When a new job, change in job or job duties as listed in the job description, change in education or experience or other requirements, or change in job title is being considered, the Employer shall notify the Union of the job title and rate structure at least ten (10) working days prior to it becoming effective. In the event the Union requests, within ten (10) working days of notification, the rate shall be subject to negotiations. If the Employer determines that an emergency exists, it shall set the rate without prior notification or negotiations with the Union. Subsequent to the effective date of the rate, the Employer shall notify the Union of the rate. If the Union requests, within ten (10) working days of the notification, the rate shall be the subject of negotiations and if a different rate is agreed upon, it shall be retroactively applied.

ARTICLE 16 MILITARY SERVICE OR RESERVE LEAVE

1. **Military Leave:** The Employer will abide by the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) with respect to granting a leave of absence and re-employing any employee who is covered by the provisions of such Act. Any employee taking a leave for military service shall follow the notice requirements of USERRA prior to and after completion of military service. Reinstatement rights shall be determined by Federal and/or applicable state law.
2. **Military Reserve or Guard Leave:** Regular employees who are members, with active status, of an Armed Forces Reserve or National Guard Unit, shall, at their request, be granted a paid leave of absence for not to exceed two (2) weeks in any calendar year to engage in an annual unit military training program. All other such military leaves of absence shall be without pay. Requests for military reserve leaves of absence must be accompanied by a written order from the commander of the Armed Forces Unit involved, indicating report and return dates of the training

period. Upon presentation of proper evidence by the employee, the difference in pay between an employee's regular pay and military pay will be allowed for a period of not more than two (2) weeks.

3. **Probationary Employees:** A probationary employee, who is drafted into the Armed Forces and meets the foregoing requirements, must complete his/her probationary period. Upon completion, he/she will have seniority equal to the time he/she spent in the Armed Forces, plus the probationary period. This provision is good for one tour of duty unless overridden by current Federal Law.

ARTICLE 17 LEAVES OF ABSENCE

1. Reasons for Leaves of Absence:

- a) Leaves of absence shall be granted for the reasons noted in this article provided the eligibility requirements are met and the required authorizations are submitted.
- b) The standard "Application for Leave" slip must be submitted without exception for any absence. Different leaves may require additional special forms, applications, or requests as noted in this article.

(1) Medical Leave of Absence – Employee:

- A. Employee Short-Term Disability leave (up to 180 days) is for those non-work related illnesses, injuries, or conditions in which a qualified medical practitioner certifies in writing that the employee is not able to perform the duties of his/her job. Such leave may be granted in up to thirty (30) day segments or lesser segments as determined by the employee's doctor, up to a period of 180 days. A doctor's statement may be requested at each thirty (30) day interval, and reviewed by the Employer. An employee's position will be held open for 180 days without loss of seniority while he/she is on Medical Leave. After the 180 day period is exhausted, the employee may request to have his/her position held open subject to the approval of the Employer.
- B. Employee Long-Term Disability - (per policy) after the 180 days of Short-Term Disability is exhausted, an employee may apply for the Long Term Disability benefit. While on LTD, the employee may request to have his/her position held open subject to the approval of the Employer.
- C. An employee may elect to use accrued annual leave before beginning a medical leave of absence, and use it to supplement the Short-Term Disability benefit. Annual leave will be accrued during a Medical Leave.

(2) Medical Leave of Absence - Family:

- A. If requested by the employee, and qualified under the Family Medical Leave Act, he/she may be granted up to 12 weeks of leave, which may be paid (utilizing accrued annual leave or compensatory time), or unpaid. Tracking of FMLA will begin from the date the employee begins the FMLA Leave, whether the employee is exhausting accrued leave time or on a non-paid status.
- B. After the FMLA is exhausted, the employee may request an extension of the unpaid leave of absence subject to the approval of the Employer. The employee may request to have his/her position held open subject to the approval of the Employer.

(3) Leaves of Absence – Other: Other leaves of absence include personal, education, public or union service.

- A. Other Leaves may be granted by the Employer for periods of up to six (6) months. An employee must have one (1) year of employment with the Employer to be eligible for a Leave. A request for Leave must be made in writing. Other Leaves of Absence may be granted upon receipt of a written request from an employee through his/her supervisor to the Managing Director.
- B. Other Leaves will be taken without pay.

- i. While on other leaves, the employee's standard benefits program (Health, Optical-Dental, Life, Short Term Disability and Long Term Disability) will be continued through the end of the month in which the unpaid leave began. At that time, the employee may continue Health and/or Optical & Dental coverage by accepting the COBRA Plan option. Re-enrollment in these programs will be done at the earliest date allowed by the respective carriers.
- ii. While on other leaves, voluntary benefits not carried through the period of the leave may be resumed at the next re-enrollment period after the employee returns to regular work hours. These included, but are not limited to AFLAC, Life, Supplemental Life, etc.
- iii. While on other leaves, Pension credits and annual leave during an unpaid leave will not accumulate.
- iv. While on other leaves, an employee on an unpaid leave shall have a new review date which shall be the old review date minus the length of time on leave which shall reflect a deduction of credit months equal to the length of time on leave.

2. General Policies:

- a) All leaves of absence shall be requested in writing. Requests for leaves shall be made as far in advance as possible to allow for a smooth transition in department scheduling. One (1) month is considered sufficient time for the Employer to schedule.
- b) No member of the bargaining unit shall apply for a leave of absence for the purpose of gaining regular full or part-time employment with another Employer. In certain cases exceptions to the employment rule may be granted by mutual agreement of the Employer and the Union.
- c) Employees whose life insurance, hospitalization and dental/optical coverage's are exhausted under the provisions of this Article shall be allowed to continue in the Group Plans by using the COBRA option for health and dental/optical, and by paying their own premiums for the life insurance.
- d) Return from Leave: Employees must return from leave on the specified date on the appropriate document. Failure to confirm the intention to return, or notify the Employer of intention to resign, two (2) days prior to expiration of the leave, and in writing, shall result in termination of employment and forfeiture of all benefits. Return to work prior to expiration of the leave will be permitted in the event the employee provides the Employer with a five (5) day notice of intent to return to work.
- e) Extension of any leave beyond the limits specified in the above sections may be granted by the Employer.
- f) Pension credits and annual leave during an unpaid leave will not accumulate.

**ARTICLE 18
TEMPORARY ASSIGNMENTS**

Temporary assignments for the purpose of filling vacancies of employees who are on leave five (5) consecutive days or more; or to supplement the workforce on a day by day basis may be granted by the Employer to the senior available employee in the section who meets the requirements for such job. Such employee will receive the same step at the next pay grade for all hours worked. If there are no employees available in that section; then the next senior employee on the seniority list who meets the requirements will be awarded the position.

The Employer, within three (3) working day of making a temporary assignment, shall notify the Chapter Chair in writing of the temporary assignment.

**ARTICLE 19
TIERED POSITIONS**

Tiered positions are those classifications that may require education, experience, certification or registration to move from Level I to Level II to Level III and beyond. If an employee is awarded an upgrade to the next level of a tiered position,

he/she will be guaranteed at least 50 cents per hour or 1-step increase, whichever is greater, as in Article 16, Section 9. Increases provided / granted for tiered position movement are in addition to annual step increases.

The Employer has sole, unilateral discretion as to if, and when, an upgrade is given to any employee.

Review dates will stay constant unless modified pursuant to Article 19, Section 1(3) (B) (iv), or if the employees receives a promotion pursuant to Article 16.

ARTICLE 20 COURT APPEARANCES AND JURY DUTY

1. Any employee shall suffer no loss of pay for the following:
 - a) Who is subpoenaed for a matter related to his/her employment/Employer (including MERC).
 - b) Witnessing an accident while on duty.
 - c) Is involved in an accident while on duty.
 - d) Elected Union Officials who are required to be in court/MERC for matters related to the Employer do not need to be subpoenaed.
2. An employee who serves on jury duty will be paid the difference between their pay for jury duty and regular pay.

ARTICLE 21 SAFETY COMMITTEE

1. A Safety Committee shall be composed of Union and Employer representatives who will meet, when 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. The Union will select their representative and notify the Employer.
2. 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.
3. Under no circumstances will an employee be required or assigned to engage in any activity which places the employee or other persons in a position or situation of imminent hazard in violation of an applicable statute, court order or governmental regulation relating to an employee's health or safety. No employee respectfully refusing to perform such an assignment will be subject to disciplinary action for such refusal.
4. The Employer shall consider the personal safety of the employees in establishing operational procedures.

ARTICLE 22 WORKER'S COMPENSATION On-the-Job-Injury

Each employee will be covered under the provisions of the Worker's Disability Compensation Act.

1. An employee on Worker's Compensation will be allowed to utilize any accrued annual leave to supplement his/her Worker's Compensation, in an amount sufficient to maintain his/her regular weekly income until annual leave is exhausted. Employees will be considered full-time employees and eligible for full medical insurance benefits.

ARTICLE 23 WORKING HOURS, SHIFT PREMIUM AND HOURS

1. Employees who work any hours on the shift that begins on or after 3:00 p.m., but before 11:00 p.m., shall receive in addition to their regular pay for the pay period twenty-five (25) cents per hour for all hours actually worked.
2. Employees who work any hours on the shift that begins on or after 11:00 p.m., but before 7:00 a.m. (or adjusted for summer hours) shall receive in addition to their regular pay for the pay period thirty (30) cents per hour for all hours actually worked.
3. No shift premium adjustment shall be applied to compensation for annual leave or other paid leave time.
4. No standard or permanent shift shall be changed unless there is notification to the Union prior to implementation and an opportunity to meet and confer concerning such change and the employees affected by the change ten (10) days prior to implementation. In the case of a forced shift change, consideration will be given that a hardship will not be created for the employee involved.
5. The standard lunch time is thirty (30) minutes between 11:00 am and 1:00 pm, according to department needs. The employees recognize the need to provide coverage; in the event that the employees and the supervisor cannot amicably resolve the dispute, the most senior employee's request shall prevail.
6. Employees may take a fifteen (15) minute break in the a.m. and also a fifteen (15) minute break in the p.m. for the first one-half and second one-half of their regular shift whichever may apply.
7. If the Employer undertakes flexible scheduling or so-called flex time (as discussed in negotiations) within any department within the bargaining unit, the Employer will negotiate with the Union the effects of such change in scheduling ten (10) working days prior to implementation.
8. A list shall be provided by the Employer of each employee whose normal shift is not 7:00 a.m. to 3:30 p.m. (summer hours excluded). Once examined by the Union, those hours for those employees shall remain the same unless any change is made and there is ten (10) working days prior notification to the Union and the employees affected by the change.
9. The parties agree that the implementation of the four-day work week should be continued for those jobs for which it is feasible subject to review and cancellation by all parties affected, that is, the Board of Road Commissioners, Teamster Local 214, and AFSCME 2733.

ARTICLE 24 ANNUAL LEAVE

Leaves of absence shall be granted in accordance with WCRC Policy # HR-04 which provides employees with paid leave time which they can use in the event of illness, injury, or for personal business and vacation.

Regular, full-time employees will be granted annual leave days upon the anniversary date of their employment with the road commission, according to the following schedule.

<u>Anniversary</u>	<u>Days</u>	<u>Hours Paid</u>
1st thru 4th	18	144
5th thru 12th	23	184
13th thru 19th	28	224
20th and up	30	240

Bargaining unit members who have been at step 12 for twelve (12) months or more will receive an additional sixteen (16) hours of annual leave commencing with their review date and each annual review date thereafter.

ARTICLE 25 BEREAVEMENT LEAVE

An employee shall be allowed three (3) working days, with pay, as funeral leave days, not to be deducted from annual leave, for death in the immediate family. The immediate family is defined as spouse, parent, current step-parent, brother or sister, current step-sibling, child, current step-child, or current in-laws. An additional two (2) bereavement leave days with pay shall be granted in the event of the death of a spouse, child or current step-child of the employee.

An employee shall be allowed one (1) working day, with pay, as Funeral Leave not to be deducted from Annual Leave, at the time of death of the following family members:

- | | |
|--|---|
| <ul style="list-style-type: none"> * Aunt * Uncle * Someone with whom the employee has a legal guardianship relationship * Other dependents in an employee's household | <ul style="list-style-type: none"> * Grandchild * Great Grandchild * Grandparents * Great Grandparents * Sister & Brother In-Law |
|--|---|
- ¹Defined as an employee's mother or father's sister or brother.

An employee who has a death in his/her family during an authorized leave period must notify his supervisor or the next available appropriate member of management on the next normal business day of receiving notice of the death and may be required to provide verification of this fact to his/her supervisor. An employee must notify his/her supervisor as soon as he/she becomes aware or not later than the day before he/she expects to be off in order to have the time recorded as bereavement leave rather than annual leave.

In extenuating circumstances, the Managing Director may grant Funeral Leave upon request of the employee for unique situations not addressed above.

Employees may be required to provide proof of relationship to the deceased.

ARTICLE 26 OVERTIME WORK

Section 1. General Provisions

- a) From time to time overtime will be necessary to accomplish work responsibilities. Employees will be expected to assist the Department in overtime when requested as a normal part of their work responsibilities.
- b) The use of compensatory time will be scheduled at the mutual convenience of the employee and the supervisor, and can be taken in amounts of one-half (1/2) hour or larger, including a full day, or two (2) or more consecutive days. Compensatory time may not be used to cover tardiness.
- c) Payroll will keep a complete record of all compensatory time.

- d) If it is necessary for an Employee to work on a weekend or a holiday, the Employee shall be paid a minimum of two (2) hours of overtime. During summer hours when ten hour days are used, if an employee is scheduled off on a Friday or Monday, said day shall be considered a part of his weekend for purposes of overtime work.
- e) If an Employee is required to work more than two (2) hours overtime they shall be granted a fifteen (15) minute break. In the event that such overtime is extended into the twelfth hour, the Employee will be granted a paid meal period of thirty (30) minutes or pay in lieu thereof. The time of the break and meal period will be determined by the Employer.
- f) The parties agree a time clock provided by the Employer will be used by bargaining unit personnel when working overtime.
- g) Overtime as a continuation of the workday arises periodically during construction, primarily associated with bridge and deck pours where overnight activities may be scheduled. An employee shall be compensated at an overtime rate for hours worked in excess of 8 hours and continuing into the next workday with the understanding that the employee then use 8 hours of annual leave or comp time the following workday.

Section 2. Non-Exempt Employees

- a) Overtime may be authorized by the employee's Supervisor for Fair Labor Standards Act (FLSA) non-exempt positions and is compensated at the rate of one and one-half (1 ½) for hours worked in excess of:
 - i. A regular workday; or,
 - ii. Compensation for all hours worked on a designated holiday is at the rate of one and one-half (1 ½) times the normal rate, plus the holiday pay.
- b) For FLSA non-exempt employees, the accrual and payment requirements of compensatory time shall be governed by the FLSA.
 - i. If overtime is required, the supervisor and employee shall agree about whether such time will be paid or will be in compensatory time off. If there is no agreement, the employee will be paid.
 - ii. Employees may not accrue more than eighty (80) hours which at time and one half produces a bank of one hundred twenty (120) hours of compensatory time. Any time worked over that amount must be paid. Compensatory time banks must be used and exhausted by April 1 of each year. Any balances remaining unused shall be paid at the rate at which it is earned and all balances in all banks set to zero (0).
 - iii. Upon termination employees shall be paid for unused compensatory time. Up to ninety (90) accrued compensatory hours may be included in final average compensation upon retirement.

**ARTICLE 27
HOLIDAY PROVISIONS**

- 1. The paid holidays are designated as follows:
 - New Year's Eve Day (12/31)
 - New Year's Day (1/1)
 - Martin Luther King Day (Third Monday in January)
 - Good Friday (Friday before Easter)
 - Memorial Day (Last Monday in May)
 - July 4th
 - Labor Day (First Monday in September)
 - Thanksgiving Day
 - Day After Thanksgiving Day (Fourth Friday in November)
 - Christmas Eve Day (12/24)
 - Christmas Day (12/25)

2. Should a holiday fall on Saturday, Friday shall be considered the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. Employees will be paid their current rate based on their regular scheduled work days for said holidays.
3. For employees working summer hours and a holiday falls on their scheduled day off, they shall receive either the preceding or following work day as determined by the employer.
4. An employee must work the last scheduled work day before and the first scheduled work day after a holiday or be on an approved leave or annual leave in order to receive holiday pay.
5. An employee who is otherwise eligible for holiday pay shall receive holiday pay for any holiday that occurs during the first thirty (30) days of an employee's absence due to annual leave, accident or injury. However, an employee shall not receive paid annual leave and holiday pay for the same day.
6. Employees scheduled to work on any National or State Election Days will be given one (1) hour off at the beginning of the shift for the purpose of voting without loss of pay upon presentation of proof of eligibility to vote and notice of their desire to vote given their immediate supervisor at least one (1) day in advance.

ARTICLE 28 HOSPITALIZATION-MEDICAL

1. The Employer presently makes available the Blue Cross-Blue Shield Community Blue PPO 4 and/or PPO 7 Group Hospital plan to all regular, full-time employees. Office and Chiropractic visits have a \$20 co-pay In Network. Emergency room visits have a \$100 co-pay In Network, waived if admitted for an accidental injury. Greater detail is available in the insurance benefits schedule. The Employer will contribute toward the cost of coverage for the employee, spouse and dependent children. The Employer's contributions will be in compliance with Michigan Public Act 152, providing public employer contributions to employee health care costs to be no greater than the pool of funds created by eighty percent (80%) of the premium or illustrated premium, or the hard cap limits, as prescribed by the statute and defined annually by the state. Participation in this plan requires properly signed application forms by each employee.
2. Effective date of coverage for new employees will be in accord with the insurance provider schedules. The parties further agree that the employee's contribution shall be the difference between the Employer's contribution and the actual cost of the coverage selected by the employee. Employee's eligible for and receiving health care will make bi-weekly payroll deductions toward the cost of such coverage in an amount sufficient to make up the difference between the Employer's contribution and the total cost of the coverage.
3. The parties further agree that the Employer will be in compliance with the Federal Patient Protection and Affordable Care Act (FPPACA) and all associated regulations. The Employer reserves the right to select and change the insurance carriers and to bargain any changes to the plan by the next normal enrollment date with no less than sixty (60) days advance notice to the Union. The Employer anticipates the creation of and participation in an insurance committee with information on the committees' recommendations before taking such steps.
4. The prescription drug co-payments will be \$0 generic/\$30 brand name MOPD-1 for the Drug Purchase Program. The prescription drug program will require mandatory generics, step therapy/prior authorization, and exclude weight loss, impotence, and fertility lifestyle drugs from coverage.
5. In the event a vested member dies while an employee of the Commission, the Employer agrees to continue basic health coverage for the member's eligible dependents from the time of death for a maximum of thirty-six (36) months.

6. The Employer agrees to pay the premium subject to any applicable employee contribution and or co-payments for a twelve (12) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an employee on disability caused by on-the-job injury. If leave is extended and approved beyond twelve (12) months, the employee's health insurance contract will be terminated. In the event the employee's on-the-job injury was not a result of his failure to comply with Road Commission safety policies, up to an additional twelve (12) consecutive months of coverage will be paid by the Road Commission subject to any applicable employee contribution and or co-payments. Upon his/her return to active employment, his coverage will be reinstated effective on the first available billing after reinstatement.

For the life of this agreement, the Employer will provide the retiree and his/her spouse healthcare. Spousal coverage is limited to the employee's legal spouse on the date of the employee's retirement. 100 % of the cost for a retiree desiring dependent coverage shall be paid for by the retiree.

Employees eligible for retiree healthcare earn five percent (5%) of the Employer's regular contribution towards healthcare for each year of service with the Employer. Minimum retirement age is 55. In order to qualify for retiree healthcare benefits an employee must be employed prior to January 1, 2012, and vested in the Employers pension plan.

The retiree coverage and cost sharing will be the same as provided to active employees. The retiree shall hold the Employer harmless if the retiree fails to timely pay such premiums resulting in cancellation of coverage. In no event shall medical and prescription benefits and cost-sharing exceed that offered to active employees.

Retirees who will become Medicare eligible shall only have supplemental coverage subject to the same contribution formula as applied to active employees.

Employees hired on or after January 1, 2012 shall be ineligible for any retiree health benefits. Employees hired on or after January 1, 2012 will be enrolled in the MERS Health Care Savings Plan commencing January 1, 2016. The Employer will contribute on said date and each January 1 thereafter the sum of \$500 for each eligible employee.

7. Qualifying employees as defined by the Act and/or their applicable dependents may continue the present hospital and medical plans pursuant to COBRA provisions. There shall be a 2% administration fee included in the COBRA rate.
8. The Employer will provide an incentive plan for employees and retirees who will not carry health and medical insurances.

ARTICLE 29 DENTAL-OPTICAL COVERAGE

The Employer makes available a Dental and Optical insurance plan for all employees. These benefits shall be available to each member of this bargaining unit and their eligible dependents on the first of the month following the completion of the employees first 90 (ninety) days of employment.

1. The Dental coverage provides for Class A benefits coverage to 100% with no deductible within participating member dentist. With non-participating dentists, typical coverage costs for all classes become 90% of reasonable and customary fees, instead of 100%. Class B and C coverage, (combined) has a \$25 deductible for single coverage and \$75 deductible for Family Coverage. After the deductibles are satisfied, the plan pays 100% of the expense for covered services under Class B, 50% after the deductible for Class C services, and 50% of Class D (children only) for covered services. Detailed coverage information for each class is outlined in the employee booklet including coordination of benefits language, limitations and exclusions. The Class A, B, and C combined maximum benefit per eligible insured person is \$1,000 each calendar year while insured under this policy; and the Class D Services

maximum (for dependent children only) is \$1,000 for each dependent child covered under this policy. This program is available for all employees and eligible dependents. Effective January 1, 2014 the Employer will pay 80% of the premium. For the life of this agreement, employee contributions shall equal the difference between the Employer contribution and the premium cost. As described in booklets provided by the insurance company, participation in this plan requires properly signed application forms by each employee and updates as required.

- The Optical benefits listed below show maximum benefits for Covered Vision Services and Supplies which are limited to:

Vision Examination	\$60.00
Lenses	Pair
Single Vision Lens	\$72.00
Bifocal Lens	\$96.00
Trifocal Lens	\$120.00
Lenticular Lens	\$144.00
Contact Lens	*\$180.00 (\$20 & \$20 in lieu of glasses)
Frames	\$60.00

*See limitation on contact lenses

- The Employer shall have the right to substitute carriers or be self-insured provided the coverage is equivalent and to bargain any changes to the plan with the Union. The Employer agrees that if it makes a determination that it will self-insure any or all of its health care coverage, establish a Health Savings Account (HSA) plan, or to substitute present carriers for any such coverage, the Employer will meet and confer in a committee format with the Union's representatives prior to implementation of any such changes. The Employer will, if it implements a change in carriers, a HSA plan, or becomes self-insured, establish equivalent coverage to that previously insured or covered by a different insurance carrier. No employee, employee's dependents, retiree, or retiree's dependents shall suffer a loss of benefits or be denied coverage through the Employer's decision to self-insure or select an alternate carrier. Changes in deductibles, co-pays, participation requirements, and rate structure are not to be construed as changes in benefits. Any self-insurance plan or alternate carrier would incorporate the eligibility and benefit levels referred to in the present plan and this collective bargaining agreement.
- The Employer agrees to pay 80% of the premium for the Optical/Dental program for a four-week period for employees on an approved disability leave caused by illness or off-the-job injury. Employees on an approved leave of absence caused by on-the-job injury shall have contributions paid in their behalf for the duration of the leave but no longer than twelve months from the date of the incident, except where there may have been a violation of a safety rule. Once the insurance is terminated the employee will have to go through a re-enrollment period before the insurance can be reinstated.
- Provisions of the COBRA law are available for any employee or eligible dependent terminated from the Optical/Dental program according to the policy provisions. There will be a 2% administrative fee charged for people who choose to participate in that program.
- Temporary, part-time or probationary employees will not be covered by the provisions of this Article.
- Employees who retire after January 1, 2003 will be provided with dental coverage, subject to required contributions. Said coverage shall be for the retiree and retiree's spouse. There will be a benefit maximum of \$500.00 per individual per year. Employees hired after January 1, 2012 shall be ineligible for dental coverage at retirement. Spouse shall be the employee's spouse on the date of retirement.
- Determination for eligibility and payment of benefits is solely a function of the insurance carrier. Employees are bound by the terms and conditions of the carrier.
- The Dental and Optical benefits shall be provided subject to the rules and regulations of the current plan.

ARTICLE 30 SHORT AND LONG TERM DISABILITY

Covered Employees

A full-time employee of the Washtenaw County Road Commission working thirty (30) or more hours per week is considered a covered employee after a satisfactory completion of the probation period.

Entitlement to Benefits

To qualify for short-term disability (STD) benefits you must be;

1. Totally disabled for more than seven (7) calendar days,
2. You must be under the regular care and treatment of a licensed physician;
3. You must be certified disabled by a licensed physician; and
4. Your disability must be approved by the plan's claims administrator based upon conclusive medical evidence.

The employee is responsible for completing the Employee/Individual Statement of the Disability Claim Form and supplying Attending Physician Statement to the physician responsible for care.

First day of short-term disability

The first working day after a five working day qualifying period in which the participant is unable to perform the material duties of his occupation solely because of qualified short-term disability.

Long-term disability

An illness or impairment of health that requires an employee to be absent from work for 180 or more days due to not being able to perform each of the material duties of his/her regular occupation and, after benefits have been paid for 24 months, results in the inability to perform each of the material duties of any gainful occupation for which he/she is reasonably fitted by training, education or experience.

ARTICLE 31 LIFE INSURANCE

1. The Employer will provide a term life insurance policy for the term of this agreement.
2. The Employer agrees to pay full cost of premiums for term life insurance for full time AFSCME members who work thirty (30) hours or more per week. Coverage is effective on the first day of the month following completion of probation. The life insurance company policy is face value of one time (1x) the employee's annualized salary rounded to next higher thousand with a \$50,000 maximum.
3. Additional levels of insurance are optional to purchase. The Employer agrees to provide a supplemental life insurance program for those qualified employees who are desirous of participating. Any qualified employee desiring to participate in such supplemental life insurance will be allowed to do so at the employee's expense. The Employer agrees that the expense for said insurance or the monthly premium must be deducted through payroll deduction upon authorization by the employee.
4. The Employer agrees to pay the full premium for Life Insurance for a six (6) month period, beginning with the first day of the calendar month following the one in which the leave starts, for an employee on disability leave. If leave is extended and approved beyond six (6) months, the employee may pay premiums until his/her return to active employment.

5. The Employer agrees to pay the full premium for Life Insurance for a twelve (12) month period, beginning with the first (1st) day on which the leave starts, for an employee on disability caused by on-the-job injury.

ARTICLE 32 COMPUTATION OF BENEFITS

All hours paid (i.e. authorized leaves, holidays, etc.) to an employee shall be considered as hours worked for the purpose of computing any benefits under this agreement. Therefore, any AFSCME member who is approved for annual leave, bereavement leave, jury duty, holidays, on the job injury, stand-by/on-call, seminars, conferences, and education (and any other time paid) will have this time included in the calculation of their normally scheduled day. Compensatory time will not be considered as hours worked for computation of overtime.

In order to qualify for full employer payment of premium on health care, dental, optical and life insurance, an employee must work 30 hours or more per week.

ARTICLE 33 CONTINUING BENEFITS OR DEDUCTIONS

All optional deductions allowed by the Employer shall continue unless canceled by the employee; such as, but not limited to: Credit Union, Deferred Compensation, United Way, Supplemental Term Life Insurance, etc.

ARTICLE 34 UNEMPLOYMENT COMPENSATION

The Employer shall provide Michigan Employment Security Commission unemployment compensation unless otherwise negotiated with the Union. The Employer shall notify the employees as to the procedure they are to use, upon advising them of any layoff contemplated, in order that they may properly apply for unemployment compensation.

ARTICLE 35 CONTRACTING AND SUBCONTRACTING OF WORK

If it is necessary to contract out or subcontract out bargaining unit work and if it would result in a layoff or demotion of employees, or if it would result in the loss of regular wages or benefits to a bargaining unit employee, then the Employer will give written notification to the Union. Contracting out or subcontracting out work will not result in a layoff or demotion of employees. The layoff or demotion of employees will not result in the immediate contracting out or subcontracting out of bargaining unit work.

The Employer reserves the right that contracting and/or subcontracting will only be used to supplement the work force.

ARTICLE 36 TEMPORARY OR SEASONAL EMPLOYMENT STATUS

1. Temporary Employment Classes:

- a) **Temporary or Contract** employees are defined as employees hired under an individual contract or through a professional agency to fill positions for a duration not to exceed six (6) months unless agreed to by the Union.
 - b) **Seasonal** employees are defined as employees hired for a certain season for a duration not to exceed nine (9) months.
 - c) **Interns or Co-ops** are defined as students who are employed in jobs related to their field of study or to fulfill educational requirements.
 - d) The above-defined employment classes will be compensated by wages and/or certain considerations based on past practices.
2. In cases where temporaries or contract employees are hired to fill vacancies resulting from leaves, the duration of temporary status may be extended beyond six (6) months until the termination of such leave.
 3. Bargaining unit positions and those hired to fill such positions, will not be classified as temporary, contract, seasonal, intern, or co-op.

ARTICLE 37 REORGANIZATION

Should management find it necessary in the course of business to institute a reorganization plan that would impact the wages, hours, conditions of employment of a bargaining unit employee, they shall contact the bargaining unit fifteen (15) calendar days in advance and discuss same.

ARTICLE 38 CONSOLIDATION OR ELIMINATION OF JOBS

If the Employer finds it necessary to consolidate or eliminate jobs within this bargaining unit, notice of the proposed consolidation or elimination shall be given to the Union in writing fifteen (15) calendar days prior to any final action of the Employer. A special conference shall be held within five (5) working days of notification to the Union for the purpose of discussing and explaining the proposed consolidation or elimination. A copy of proposed consolidation or elimination shall be provided to the Union prior to this special conference. Work which is typically performed by a Union member will continue to be recognized as bargaining unit work.

ARTICLE 39 ACT OF GOD ~ EMERGENCY CLOSING

The Washtenaw County Road Commission is as part of its mission, a participant in County Emergency Response activities. By the very nature of its work, the Road Commission is expected to be open and operational at times when other offices and businesses are closed. In those unforeseeable circumstances in which parts of our services are impossible to operate, management will designate "Essential" and "Non-essential" positions. Since any single such "Emergency" may be different from another, those classifications may change from circumstance to circumstance.

In general, the Employer will take the steps necessary at the time to treat its employees fairly while maintaining the operating capacity of the organization. Basically, "Essential" employees will be expected to be working and to receive their normal pay therefore; "Non-essential" employees may be given the opportunity to work if their job and facilities are operable or they will be allowed to use annual leave or be excused without pay.

Any employee who has reported to work and is sent home because of a partial shutdown will be paid the balance of his/her shift. If it is optional and the employee elects to leave, then he/she shall not be entitled to be paid, but may use

accumulated time for pay continuation. If an employee who is deemed essential cannot be contacted by the Employer, he/she will not be subject to discipline because of inability to be contacted.

ARTICLE 40 SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer is affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

ARTICLE 41 BARGAINING UNIT WORK PERFORMED BY SUPERVISORS AND NON-UNION EMPLOYEES

Supervisors and non-union employees shall not perform work of the bargaining unit beyond the standard or usual established time developed by past practice.

ARTICLE 42 PARKING FACILITIES

Free on-site parking will be provided at the Zeeb Road facility.

ARTICLE 43 CAR OR MILEAGE ALLOWANCE

If an Employer vehicle is available and if the employee chooses to use their own vehicle then they will be reimbursed 50% of the IRS's rate for the most direct route. If there is a dispute on the mileage the state map will be used to resolve the issue.

ARTICLE 44 ON-CALL OR STANDBY

On-call or standby refers to work that is pre-assigned or authorized by the department in order to cover operational needs that fall outside the employees regularly scheduled workday and requires the employee to be available for work as the need arises.

Contractor(s) in need of on-call or standby coverage shall provide notification to the Employee prior to requiring on-call or standby staffing. Designated employees shall be scheduled for on-call activity as needed.

Employees shall receive two (2) hours of compensation at their current hourly rate for being on-call or standby for weekend hours only or holiday.

During summer hours when ten hour days are used, if an employee is scheduled off on a Friday or Monday, said day shall be considered a part of their weekend for purposes of on-call or standby.

When it is necessary for staff to report to the worksite, they shall receive a minimum of two (2) hours compensation in accordance with current contract overtime provisions. If they are required to work more than two (2) hours, they shall be compensated in accordance with current contract overtime provisions. Compensation shall begin at the point of receiving the call.

ARTICLE 45 UNION BULLETIN BOARDS

The Employer will provide bulletin boards which may be used only by the Union for posting notices pertaining to Union business in the facility where the Union employees normally report for work. All notices must have the initials of the Chapter Chairperson or the Human Resource Director. All other material may be removed from the board.

ARTICLE 46 LUNCHROOM FACILITIES AND UNION USAGE

1. The Employer will provide a lunch area in each building where the Union has employees working. Employees will be permitted to eat lunch in non-public areas at the discretion of the department head.
2. The Union will be allowed to use the Employer facilities for meetings, i.e. membership meetings, committee meetings, Council 25 meetings, etc. The Union will continue to observe the current procedures for scheduling and using the facilities.
3. The Employer will provide a four draw file cabinet for the Union to use for record storage.
4. The Union officers may be allowed to use copiers, inter-office mail, etc. to copy and distribute chapter related information.

ARTICLE 47 NON-DISCRIMINATION

The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no persons shall be denied employment, or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, disability, marital status, and as otherwise provided by law.

ARTICLE 48 RETIREMENT OR PENSION PLAN

Employees hired prior to 01/01/2012 will have the MERS Benefit Program B-3, FAC 3, vesting 8 years, age service plan F/55-25, E-2 rider. Effective the beginning of the month that health insurance modifications are implemented the employee contribution will be 8% of gross pay.

Employees hired January 1, 2012 or after will have the MERS Benefit Program C-1, FAC 3, vesting 8 years. The employee contribution shall be 10% of gross pay.

ARTICLE 49 PAY PERIODS

The Union and Employer agree that the pay period shall be bi-weekly. Each employee shall be provided with an itemized statement of their earnings and of all deductions made for any purpose. When a holiday falls on a regular pay day, checks will be distributed as soon as practicable on the day preceding the holiday, except if for some reason beyond the Employer's control, it cannot be done.

ARTICLE 50 UNIFORMS OR UNIFORM ALLOWANCE

The Employer agrees to continue the past practice of the Employer providing uniforms, badges, shoes, etc. to the weigh masters. Future requirements for other AFSMCE employees to wear uniforms, shoes, etc. will be subject to the negotiation process.

Protective Footwear. Protective footwear (safety boots) shall be worn by all employees engaging in, inspecting, or observing field operations, in building areas requiring protective footwear and in any activity where there is a hazard for foot injury. Employees requiring protective footwear must wear safety boots with a 6-inch or higher top. All required safety boots will bear a mark to show the manufacturer's name or trademark and have the American Society of Testing Material (ASTM) standards certification, F2413-05. The Employer will reimburse employees actual purchase price up to \$80, whichever is lower, each calendar year toward the purchase of required safety boots. If an employee does not seek reimbursement in any calendar year it will roll over to the next calendar year. In no event will the amount available to be reimbursed exceed the prior year's unused carryover and the then current year. Any employee who receives reimbursement within ninety (90) days of retirement or resignation of employment shall return the reimbursement received on a pro rata basis. Repayment will be by automatic payroll deduction from any employee's final pay. To receive reimbursement, the employee shall present the purchased safety boots and the bill of sale to the Human Resources Manager for confirmation that they meet ASTM standard F2413-05. Reimbursement will be in the form of a WCRC check through Accounts Payable.

The Director of Engineering or his/her designee shall determine when, in his judgment, a pair of safety boots require replacement. Foot protection shall be replaced or repaired when the soles are worn out, when holes are present, or when the stitching unravels. New hires are eligible for reimbursement the beginning of the calendar year following successful completion of their probationary period; however, they are required to provide their own safety boots that meet ASTM standard F2413-05 effective the first day of employment.

ARTICLE 51 TUITION REIMBURSEMENT

It is the intent of the Board of Road Commissioners to recognize the professional and personal enhancement gained through continued education and to provide for the approval of tuition reimbursement benefits in a cost effective manner.

Road Commission employees shall be encouraged to continue their formal education in areas which will enhance their job-related skills.

- Employees who have been employed by the Road Commission for at least one (1) year and who enroll in and pass approved courses shall receive a 100 percent tuition reimbursement.
- Transportation, and other costs related to attending classes shall not be reimbursed, except for required books.
- On-line courses are subject to the terms and conditions of this article.

Disagreements concerning tuition reimbursement may be subject to the grievance procedure.

Employees shall be required to receive a “C” or better grade in courses in order to receive tuition reimbursement. If grades are not given for the course, the employee shall provide the Human Resources Director with a certification of successful (passing) completion of the course requirements.

Permanent full-time staff may receive tuition reimbursement for college credit courses that meet one of the following criteria:

1. The course is directly related to the assigned duties of the employee in his present position and has a direct application for his/her position; or
2. The course is in preparation for possible future duties that may be assigned to the employee in his/her present position or upon promotion; or
3. The courses are either required or elective subjects necessary to obtain a diploma, certificate or degree in programs previously approved by the Human Resources Director that meets the qualifications of 1 or 2 above; or
4. The course may qualify the employee for a different job in the organization to which he/she may aspire.
5. The course(s) satisfactorily address the need in the most cost effective manner.

Conventions, seminars, and employee training workshops shall not be eligible for reimbursement under the provisions of this tuition reimbursement program. Continuing education credits shall be accepted under this provision only if they are acceptable for credit toward a degree.

Procedure

An employee who has permanent status for a minimum of twelve (12) months and desires to apply for tuition reimbursement shall:

- Obtain the “Application for Tuition Reimbursement” form from Human Resources prior to the beginning of the course.
- Submit the application at least thirty (30) days prior to the deadline for enrollment through his/her supervisor to his/her Department Head so it can be processed before the course begins

The Department Head shall review the request, approve/disapprove the application and forward it to the Human Resources Director for final written approval/disapproval. The applicant will be notified of the decision.

Upon completion of the course, the employee shall present evidence of satisfactory completion, the letter grade received, and proof of tuition payment to the Human Resources Department for reimbursement processing. The employee shall be required to have received a “C” grade and submitted the documentation required within six (6) months of such completion. The final approval shall be submitted to Finance for reimbursement.

Evidence of course completion shall be entered into the employee’s personnel files. The employee shall receive 100 percent tuition reimbursement from the Finance Department within four (4) weeks.

Cost Limitations

In no event shall the total reimbursement to any individual employee exceed three thousand five hundred (\$3,500) dollars for approved courses completed within a calendar year, not to exceed twelve thousand (\$12,000) for AFSCME bargaining unit employees in any one fiscal year. In no instance will a refund exceed the employee’s actual expenditures nor will reimbursement be issued for expenses also being reimbursed through other sources (for example, scholarships, G.I. Bill, etc.). Employees must remain employed for one (1) year after completion of approved course. In the event the employee

leaves prior to the one (1) year timeframe, he/she shall be required to pay back the Road Commission for the said reimbursed course.

ARTICLE 52 DISTRIBUTION OF AGREEMENT

The Employer agrees to give to each employee a copy of this Agreement as soon as practical after the final draft has been approved and signed. The Employer will provide a copy of the same Agreement to all new employees as part of the New Employee Orientation.

ARTICLE 53 WAIVER CLAUSE

During negotiations leading to this Agreement, each party had the opportunity to make demands and proposals regarding any lawful subject of collective bargaining. For the life of this Agreement, each party agrees that the other is not obligated to bargain collectively regarding any subject, whether or not referred to in this Agreement, except by mutual agreement. This shall be true even though such subject may not have been within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 54 NO STRIKE CLAUSE

It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them. The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow-down or a strike against the Road Commission. Management agrees that during the same period there will be no lockout.

In the event of a work stoppage, picketing or any other curtailment by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers and agents, shall immediately declare such work stoppage, picketing or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

The employees and the Union further agree that they shall not use the services of outside persons to perform picket duties against the Employer.

An employee in violation of this Article shall have no recourse through this Grievance or Arbitration Procedure and the Union agrees it will not represent members who violate this Article.

The Union further agrees that there shall be no strikes, stay-ins, stoppages of work or any acts that interfere with the services of the Employer. The occurrence of any such acts or actions prohibited in this Article by the Union or the employees shall be deemed a violation of this Agreement. Should the Union commit any of the acts prohibited in this Article, the Employer shall be entitled to seek injunctive relief to halt such action and to recover any economic damages.

The Employer agrees that it will not lock out its employees during the term of this Agreement. Such action of the Employer subjects it to the same type of injunctive relief and liability for economic sanctions.

ARTICLE 55 TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight, April 08, 2018

- a) If either party desires to amend and/or terminate this Agreement, it shall, ninety (90) days or before prior to the above termination date, give written notification of same.
- b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on ninety (90) days or before written notice prior to the current year's termination date.
- c) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- d) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Michigan Council No. 25, 600 W. Lafayette, Suite 500, Detroit, Michigan 48226; and if the Employer addressed to the Road Commission, 555 North Zeeb Road, Ann Arbor, Michigan 48103, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 56 EMPLOYEE PERFORMANCE EVALUATIONS

The Employer agrees that performance evaluations shall be used for the purpose of assessing training and development needs, complimenting performance, as well as constructive criticism. It is for the purpose of letting the employee know where he/she stands and whether he/she is meeting the Supervisor's expectations. The performance evaluation form shall be filled out completely, indicating to the employee both satisfactory and unsatisfactory areas of performance as they apply, and specifying those areas which need improvement.

The Employer shall provide the employee with a completed performance evaluation after the employee has completed his/her probationary period. Additional performance evaluations shall be provided on an annual or sooner basis, as appropriate. Employees will continue to receive their automatic step increases or personal leave days on their review date even if the evaluation is not completed.

The Union will be notified about any change in the performance evaluation form prior to implementation.

ARTICLE 57 CONFERENCES, WORKSHOPS AND SEMINARS

Improvement of the worth of staff members of Road Commission by the efforts of each is encouraged. Each staff member is encouraged to train him/her self in skills that will increase his/her value to the Employer.

Employees are encouraged to attend conferences, workshops or seminars in which the training is directly related to the employee's assigned duties or the training is required to maintain a professional license or registration.

Requests to attend educational conferences, workshops and seminars must be approved by the Supervisor or Department Head and then authorized by the Human Resource Director or his designated representative.

Employees may be allowed time off with pay to attend approved conferences, workshops or seminars, to be approved on a case by case basis. If participation in such conference, workshop or seminar is at the direction of the Employer and work related then the Employer will reimburse for related expenses including lodging, meals, mileage, etc. Where such

approval is given in response to an employee's request for his/her own benefit, requests for lodging, meals, mileage, etc. will be evaluated and determined on a case by case basis not to exceed \$400 each, and depending on availability of budgeted funds.

If an employee is required by the Employer to attend a conference, workshop or seminar which extends beyond their normal work day, the employee shall receive overtime compensation.

ARTICLE 58 WORK RULES

The Union shall be notified at least ten (10) working days in advance and schedule a special conference, of the Employer's intent to either establish and/or modify work rules. The Union shall have the opportunity to participate in the development or revision of such work rules, unless the Employer cannot comply due to mitigating circumstances.

ARTICLE 59 CHANGE IN PERSONAL STATUS

Employees shall notify the Human Resources Office of any change of name, address, telephone number, marital status, or number of dependents within five (5) days after such change has been made.

ARTICLE 60 DIRECT DEPOSIT

After the ratification of this agreement, all employees will enroll in the Direct Deposit program.

ARTICLE 61 DRIVER'S LICENSE

Since employees may be required to operate road commission vehicles in the course of their employment, they must maintain a valid motor vehicle operator's license at all times. During their time as employees, they will be placed on the Secretary of State's Driver Record Subscription Service on an annual basis; or whenever there are any violations, restrictions, suspensions, or revocations posted to the record for monitoring purposes.

ARTICLE 62 DRUG / ALCOHOL TESTING

Employees are subject to drug and/or alcohol testing in accordance with the Employer's current Drug-Free Workplace Policy with the following clarifications:

- a) If an employee is required to submit to testing with reasonable suspicion, the Employer will pay for the test, and the employee will suffer no loss of pay, during the actual testing procedure.
- b) If an employee is required to submit to an evaluation for an approved drug and alcohol program, the evaluation shall be done by a substance abuse professional (SAP).

- c) An employee required to participate in a substance abuse program may utilize annual leave or apply for short term disability at their option.

**ARTICLE 63
EMERGENCY MANAGER**

Pursuant to the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, an Emergency Manager may act in the capacity and with the powers as outlined in such.

HOLIDAY SCHEDULE

	2015	2016	2017	2018
New Year's Day	Thursday January 1	Friday January 1	Monday January 2	Tuesday January 2
Martin Luther King Day	Monday January 19	Monday January 18	Monday January 16	Monday January 15
Good Friday	Friday April 3	Friday March 25	Friday April 14	Friday March 30
Memorial Day	Monday May 25	Monday May 30	Monday May 29	Will be determined with next contract.
Independence Day	Friday July 3 *	Monday July 4 *	Tuesday July 4 *	
Labor Day	Monday September 7	Monday September 5	Monday September 4	
Thanksgiving Day	Thursday November 26	Thursday November 24	Thursday November 23	
Day after Thanksgiving	Friday November 27	Friday November 25	Friday November 24	
Christmas Eve	Thursday December 24	Friday December 23	Monday December 25	
Christmas Day	Friday December 25	Monday December 26	Tuesday December 26	
New Year's Eve	Thursday December 31	Friday December 30	Monday January 1, 2018	

* May Change due to four-day work week. See Article 28 (Holiday Provisions), No. 3 for more information.

JOB CLASSIFICATIONS		
Position Title	Department	Pay Grade
Technician III	Engineering	7
Permits Coordinator II	Engineering	7
Permits Coordinator I	Engineering	6
Technician II	Engineering	6
Payroll Clerk	Finance	5
Technician I	Engineering	5
Maintenance Clerk II	Operations	5
Engineering Secretary II	Engineering	4
Finance Clerk II	Finance	4
Permits Clerk II	Engineering	4

Finance Clerk I	Finance	3
Engineering Secretary I	Engineering	3
Receptionist II	Management	2
Maintenance Clerk	Operations	2
Engineering Support Clerk	Engineering	1
Permits Clerk I	Engineering	1
Receptionist I	Management	1

AFSCME

Twelve Step Pay Scale Effective First Full Pay Period After 4-09-15

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1	13.80	14.13	14.43	14.73	15.06	15.36	15.68	16.00	16.31	16.62	16.92	17.25
2	14.97	15.31	15.66	16.00	16.34	16.67	17.02	17.36	17.70	18.04	18.38	18.72
3	16.26	16.63	17.00	17.36	17.73	18.11	18.47	18.84	19.22	19.57	19.94	20.32
4	17.65	18.06	18.45	18.85	19.25	19.66	20.04	20.46	20.85	21.26	21.64	22.05
5	19.17	19.59	20.02	20.47	20.90	21.34	21.78	22.21	22.63	23.07	23.51	23.95
6	20.79	21.27	21.74	22.22	22.67	23.15	23.63	24.09	24.56	25.05	25.52	25.98
7	22.57	23.08	23.60	24.07	24.63	25.13	25.63	26.16	26.66	27.18	27.69	28.20

AFSCME

Twelve Step Pay Scale Effective First Full Pay Period After 4-09-16

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1	14.08	14.41	14.72	15.02	15.36	15.67	15.99	16.32	16.64	16.95	17.26	17.60
2	15.27	15.62	15.97	16.32	16.67	17.00	17.36	17.71	18.04	18.40	18.75	19.09
3	16.59	16.96	17.34	17.71	18.08	18.47	18.84	19.22	19.60	19.96	20.34	20.73
4	18.00	18.42	18.82	19.22	19.64	20.36	20.44	20.87	21.27	21.69	22.07	22.49
5	19.55	19.98	20.42	20.88	21.32	21.77	22.22	22.65	23.08	23.53	23.98	24.43
6	21.21	21.70	22.17	22.66	23.12	23.61	24.10	24.57	25.05	25.55	26.03	26.50
7	23.02	23.54	24.07	24.55	25.12	25.63	26.14	26.68	27.19	27.72	28.24	28.76

AFSCME

Twelve Step Pay Scale Effective First Full Pay Period After 4-09-17

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1	14.22	14.55	14.87	15.17	15.51	15.83	16.15	16.48	16.81	17.12	17.43	17.78
2	15.42	15.78	16.13	16.48	16.84	17.17	17.53	17.89	18.22	18.58	18.94	19.28
3	16.76	17.13	17.51	17.89	18.26	18.65	19.03	19.41	19.80	20.16	20.54	20.94
4	18.18	18.60	19.01	19.41	19.84	20.56	20.64	21.08	21.48	21.91	22.29	22.71
5	19.75	20.18	20.62	21.09	21.53	21.99	22.44	22.88	23.31	23.77	24.22	24.67
6	21.42	21.92	22.39	22.89	23.35	23.85	24.34	24.82	25.33	25.81	26.29	26.77
7	23.25	23.78	24.31	24.80	25.37	25.89	26.40	26.95	27.46	28.00	28.52	29.05

First Year Two percent (2%) across the Board increases effective the first full payroll period after the new Contract is signed by the Board.

Second Year Two percent (2%) across the Board increases effective the first full payroll period after 12 months from the payment referred to above.

Third Year One percent (1%) across the Board increases effective the first full payroll period after 24 months from the first two percent (2%) increase.

GLOSSARY

ACT OF GOD: Any condition that arises as a result of events or circumstances beyond the control of any party to this contract whether weather related, catastrophic conditions such as earthquake, fire, major loss of power, or anything that interferes with the ability of normal operational functions to be conducted.

ANNIVERSARY DATE: The date an employee hires into the Road Commission and receives their allotment of annual leave days.

ANNUAL LEAVE: Paid leave time which can be used in the event of illness, injury, or for personal business and vacation.

CLASSIFICATION: The designation of a position by groups according to certain responsibilities and duties.

CONTRACT EMPLOYEE: This class shall designate an individual who is not a regular employee whose terms and conditions of employment are governed by an individual agreement.

COMPENSATORY TIME: Approved overtime that the employee elects to receive compensation for in the form of additional paid leave time off, which may be accrued in a leave bank, to be taken off at mutually agreeable times to the employee and his supervisor, to be paid out at the rate earned consistent with contract provisions. Compensatory time can be used per the definition of annual leave.

DATE OF HIRE: The date of hire is the most recent date of hire with the Employer.

DISCIPLINE: Action taken by the Employer for the purpose of correcting the behavior of employees who may commit minor infractions or organizational rules, policy, practice and/or procedure; or in the case of serious offenses, to prevent further occurrences.

DEMOTION: When an employee moves to a lower pay grade. A demotion may be voluntary or involuntary.

FULL TIME EMPLOYEE: This class shall designate an employee who is normally expected to work at least thirty or more hours each week.

JOB TITLE: References to job title in general or to specific job titles shall apply to all employees within that title.

ON-CALL / STANDBY: Time outside the normal business hours when a person is designated to be ready and available to respond to unscheduled needs of the department.

PAY GRADE: The particular range of pay assigned to certain groupings of position on the basis of duties, levels of responsibility, education, knowledge, skills and abilities required.

PERSONAL LEAVE DAYS: Paid time off given to an employee who will not receive a step increase due to being at the top of their pay scale. Personal leave days can be used per the definition of annual leave.

PROMOTION: When an employee applies for a posted vacancy and is awarded that higher paid classification.

RESIGNATION: Separation of an employee from the service of the Employer as a result of that employee's own actions.

REVIEW DATE: The date an employee enters a particular position upon hire or is promoted. Such date is also defined as when an employee receives their step increase or additional leave day, whichever is applicable.

SENIORITY DATE: The date an employee enters the bargaining unit.

TIERED PROGRESSION: When an employee is within a classification that has multiple levels for movement upward (e.g., Level I, II, and III). Movement within a "tiered position" is based on one or all of the following:

- a) Education
- b) Experience
- c) Certification
- d) Licensing / Registration

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as if the day and year set forth below.

**For the Board of County Road Commission
of the County of Washtenaw**

Douglas E. Fuller, Chair

Nicole Peterson, Human Resources Manager

Barbara Fuller, Vice Chair

Matt MacDonell, Assistant Director of Engineering

Bill McFarlane, Member

Michael R. Kluck, Attorney

Roy D. Townsend, Managing Director

Date Signed: _____, 2015

**For AFSCME Local 2733, Road Commission Unit
affiliated with Council 25, AFL-CIO**

Winston Johnson, Council 25 Representative

Becky Houle, Steward, Road Commission Unit

Jason Knight, Chair, Road Commission Unit

Alan Gorris, Negotiation Team Member

Date Signed: _____, 2015