

AGREEMENT

BETWEEN

ST. JOSEPH COUNTY ROAD COMMISSION

-&-

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 517**

Final Version 3.18.20

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AGREEMENT

THIS AGREEMENT, made and entered into this April 1, 2020, by and between the St. Joseph County Road Commission, hereinafter referred to as Employer or Road Commission and the Service Employees International Union, Local 517, hereinafter referred to as Union.

ARTICLE 1 - RECOGNITION

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 for the term of this agreement for all employees included in the bargaining unit as described below:

All full-time employees, excluding clerical employees, supervisors, department heads, temporary, casual, and seasonal employees.

ARTICLE 2 - CAPTIONS

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

ARTICLE 3 - GENDER

Reference to he/she, him/her, or his/hers, shall be inclusive of all genders.

ARTICLE 4 - MANAGEMENT RIGHTS

- (a) The Union and all bargaining unit employees recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitutions of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either express or implied, shall abridge, abrogate, or usurp such rights or duties of the Employer.
- (b) Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate all of the operations and activities of the Road Commission. Among the rights of management included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide said services; to establish classifications of work, and the number of

personnel required; to determine all work to be done in a job classification; to establish, change and revise as necessary job descriptions for all job classifications; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations of the Road Commission; to establish, revise and update work rules and penalties for their violation; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; to discontinue any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes in materials and methods of operation; to determine all supplies to be used and purchased; to contract or subcontract or purchase any or all work or services; to construct any facilities or improve any existing facilities; to determine the size of the work force and increase or decrease its size; to determine the work schedule and the numbers of hours of work to be performed, including lunch times, rest periods, clean up times and revise such when it deems appropriate; and in all respects, to carry out the ordinary and customary functions of management. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff, and recall personnel; to establish rules and regulations and set penalties for violation of such rules; to make judgments as to ability and skill; to determine workloads; and to provide and assign personnel and relief personnel; to determine all policies with regard to the number of men employed and the spending of monies, work to be done, etc.

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

ARTICLE 5 - NO STRIKES

- (a) The Employer will not lock out employees during the term of this Agreement.
- (b) The parties to the Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare.
- (c) Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down of work or restriction of production or interference with the operations of the Employer or any picketing or patrolling during the

term of this Agreement. In the event of a work stoppage, work slow-down or other curtailment of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

- (d) In the event of a work stoppage, slow-down, picketing, patrolling, or other curtailment of work operations by the Union or the employees covered hereunder during the term of the Agreement, the Union by its officers, agents and shift representatives, shall immediately declare such work stoppage, picketing, patrolling 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.
- (e) An employee in violation of this Article will have no recourse through the grievance procedure and the Union agrees they will not represent such members in violation of this Article.
- (f) The employees and the Union further agree that they shall not use the service of outside persons to perform picket duties against said Employer.

ARTICLE 6 - UNION SECURITY

- (a) Membership in the Union is not compulsory. Regular employees have the right to join, maintain, or drop their membership in the Union, at any time, as they see fit. The union will provide to the employer a dues commitment form signed by any new members of the bargaining unit that commits to the dues deduction process. Neither party shall exert any pressure or discriminate against any employee as regards to such matter. Both parties will adhere to the terms of 2012 PA 349.
- (b) The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. No employee will be required to pay any dues, fees, assessments, or other charges or expenses of any kind or amount or pay to any charitable organization or third party any amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments or other charges or expenses required of members.

- c) For the period of this Agreement, the Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents the Employer written authorization properly executed by each employee allowing such deduction and payment to the Union. All such monies referred to above shall be deducted by the Employer and transmitted to the Union, along with a list of all employee's names for whom deductions have been made. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct by the Employer for the purpose of complying with this Article.
- (d) Member Orientation – The Employer shall, within three (3) working days, notify the Union of any new hire(s) and provide the Union adequate time, not to exceed thirty (30) minutes, to meet with such employee(s) where they will receive an overview of the Union and its programs.
- (e) Unit Information – The Employer agrees to provide bi-annually a transaction report to the Union in electronic form, containing the following information for each employee in the bargaining unit: employee's name, hire date, deduction amount, classification and rate of pay.

ARTICLE 7 - WAIVER

- (a) It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements and understandings between the parties. This Agreement shall govern their relationship and shall be the source of any rights or claims which may be asserted.
- (b) The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing signed by the parties hereto.
- (c) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such

subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 8 - WORKDAY AND WORKWEEK

The workweek shall be forty (40) regular hours. The Manager shall designate what time work shall start and stop. No other stopping shall be permitted without specific permission from the foreman in charge or the Manager, or unless an emergency exists. At the discretion of the foreman, employees shall remain on the job to see it to successful conclusion or suitable stopping point. At the direction of the foreman, employees shall return to work at other times than working hours, in case of emergency. All overtime work shall be paid for at time and one-half rate, with the exception of overtime on Sunday and on holidays, which shall be paid for at double time. If an employee returns to work outside of their regular work schedule on an emergency call after having left the employer's premises, he shall receive a minimum of two hours pay. However, the minimum two-hour pay provision shall not apply to employees who are called in or directed to start work within two hours of the start of their regular work shift.

The Road Commission may implement a four (4) day a week, ten (10) hour a day work schedule at any time at its discretion. The 4/10 schedule may commence as early as March 1 and as late as December 1 in any calendar year, as determined solely by the Road Commission. When the Road Commission is operating under such 4/10 schedule, overtime will be paid after 10 hours in a scheduled workday or 40 hours in a work week. If a recognized holiday occurs during the period of time the Road Commission is on a 4/10 work schedule, the Road Commission has the option of either reverting to a 5/8 work schedule for the week of such holiday; or employees will be paid ten (10) hours of holiday pay for that particular holiday.

Employees not reporting for work shall notify his foreman or the Manager before the start of his regular workday and shall advise him as to the reason for his inability to work, unless an emergency situation arises and prevents the employee from giving a minimum 15 minute notice. Failure to report for work without reasonable cause, or failure to so notify, shall constitute grounds for disciplinary action.

ARTICLE 9 - CHANGE IN PERSONAL STATUS

Employees are required to notify the Road commission of any change of name, address, telephone number, marital status, or status of dependents within fourteen (14) calendar days after such change has occurred.

ARTICLE 10 - UNION REPRESENTATION

- (a) There shall be one (1) Union steward and one (1) alternate steward, chosen from the employees in a manner to be determined by the

Union. The steward shall represent all employee in the bargaining unit and shall be authorized to present and process a grievance on behalf of such employees at any step in the grievance procedure provided herein. The Union shall designate to the Employer, in writing, the steward and alternate steward, and the Employer shall not be required to recognize or deal with any other employee other than the one so designated.

- (b) No steward shall discontinue his work responsibilities or leave his workstation for any reason unless he shall first receive prior permission from his immediate supervisor. All stewards must be fully active members of the bargaining unit and shall, at all times, perform the duties of the classification for which they are employed.
- (c) The Union is to provide the Employer with a complete list of members on or by January 1 of each calendar year and throughout the year as changes take place.

ARTICLE 11 - GRIEVANCE PROCEDURE

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within five (5) working days after the day of the occurrence of the circumstance giving rise to the grievance, or the time the employee or the bargaining unit should have reasonably known of such circumstance, whichever is sooner, or otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1. Any employee having a complaint shall first discuss the issue with his foreman in an attempt to resolve the dispute. The employee shall have the right to be represented by a Steward if the employee wishes. If such discussion does not resolve the matter, the employee shall file a written grievance with the Manager of the Road Commission or his designee within five (5) working days after the day of the occurrence of the circumstance giving rise to the grievance. The Manager shall investigate the matter and give a written response to the grievance within ten (10) working days after receipt of the grievance.

Step 2. In the event that the grievance has not been resolved at Step 1 the parties may appeal the matter to a State Mediator. This mediation shall be voluntary if requested by either party on any non-disciplinary grievance. Mediation shall be mandatory concerning any grievance

involving disciplinary action resulting in a loss of pay filed by the Union. The Mediator shall be selected through mutual agreement of the parties or assigned by the Michigan Employment Relations Commission. The mediator's decision and recommendations shall be advisory and not binding on the parties.

Step 3. In the event the matter has not been satisfactorily resolved at Step 2 and the Union wishes to pursue the matter further, it shall within ten (10) working days of the Mediation Hearing, file a written notice with the Manager requesting that a meeting be arranged between the Union and the Board of County Road Commissioners or its designated representative. This meeting shall be scheduled at a mutually agreeable time but shall in no way disrupt the normal operations of the Road Commission. At this meeting, the Board of County Road Commissioners and/or its designated representative shall receive any information on the grievance as the Union wishes to present. It shall also receive information on the grievance as presented by the Manager and/or any other party it deems appropriate. The Board shall give its decision on the grievance to the Union, in writing, within ten (10) working days after the date of the meeting.

Grievances shall be processed from one step to the next within the time limits prescribed under this Agreement. Any grievance upon which a response is not made by the Employer within the time limits prescribed may be referred to the next step in the grievance procedure. Any grievances not processed to the next step in a timely fashion by the Union, shall be deemed withdrawn, with prejudice.

ARTICLE 12 - EXTRA CONTRACT AGREEMENTS

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

ARTICLE 13 - UNION BULLETIN BOARDS

The Employer agrees to provide a suitable space for a Union bulletin board. Postings by the Union on such board are to be confined to official business of the Union. No offensive, obscene or derogatory material shall be posted on such bulletin boards.

The Employer agrees that the Union shall have the right to use the Employers building facilities for meetings as long as the Union abides by the rules and regulations established by the Employer for the use of such facilities. The Union is to secure the facilities by shutting off all lights, lock all doors, and return the room set up to the same condition as found. The Union shall verify with the front office that there are no conflicts using the facilities at the time needed.

ARTICLE 14 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract, or of any rider thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this contract and of any rider thereto or the application of such Article or Section to persons, circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraining, either party shall be permitted all legal recourse in support of its demand, notwithstanding any provision in this contract to the contrary.

ARTICLE 15 - HOLIDAYS AND HOLIDAY PAY

Each regular employee shall receive a day's pay for each of the following holidays. If the same would fall on a regular workday or on Sunday, in which case, Monday shall be considered a holiday or on Saturday, in which case, Friday shall be considered a holiday. In the case of Christmas Eve day, the holiday shall be designated to be the preceding workday before the Christmas Day holiday.

New Year's Day
All Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve Day
Christmas Day

ARTICLE 16 - SICK LEAVE

Each employee shall receive forty-eight (48) hours of sick time per year for personal sick leave, effective after one year of employment. A maximum of sixty (60) days may be accrued. Three (3) days sick leave shall be granted without a doctor's certificate. A doctor's certificate shall be required as proof of illness to use the sick leave days after the third day. After the maximum of sixty (60) has been reached, an employee may receive pay of one hundred (100%) percent of all over the maximum at the end of the year. One hundred (100%) percent of all unused sick leave shall be paid upon termination of employment.

The Road Commission reserves the right, at any time in its sole discretion, to require an employee to provide a physician's certificate indicating the nature of the illness or injury and that such illness or injury prevents the employee from performing work responsibilities, and the expected prognosis for the employees return to work. The Employer may, in its sole discretion, also require the employee to submit to an examination of a medical professional of its own designation. All such examinations by an Employers medical professional shall be paid for by the Employer.

ARTICLE 17 - FUNERAL LEAVE

An employee will receive three (3) days off with pay to attend the funeral of a member within his immediate family. The days will not be charged as regular vacation days. To clarify, the immediate family shall include the present spouse, children, grandchildren, brother, sister, father, mother, and grandparents, and parents and grandparents of present spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and step-children. Exception shall be at the discretion of the Manager.

In case of the death of a present employee, the Road Commission will close one-half day during the funeral, in honor of the employee. Attendance at the funeral is not mandatory in order to be paid for the one-half day.

If the employee wishes to attend the funeral of a former employee, he may do so. However, he will not be paid as in the case of a present employee. In addition, the garage will not close during the funeral.

ARTICLE 18 - HOSPITALIZATION AND MEDICAL CARE

The Road Commission will pay the premium on a Twenty Thousand Dollar (\$20,000.00) Life Insurance and Disability Policy on the employee only.

The Road Commission shall provide a hospitalization and medical care plan for all full-time active employees of the bargaining unit and their eligible dependents. The employee will have the choice of selecting from a minimum of one BCBS PPO and one HSA or equivalent. The Road Commission retains the right to annually review the CAP

versus 80/20 formula's and determine if they will adopt the CAP or 80/20 method on a year to year basis. The employees share of the benefit plan costs will be paid through bi-weekly payroll deductions.

The next two paragraphs only apply to currently active employees. All new hires are excluded from this benefit as of the date of this contract. Any employee who retires at age 62 with at least twenty (20) years of service will receive the same health care benefit from the Employer as given to active employees from the ages of 62-65.

Any employee who retires after twenty (20) years of service and is between the ages of 55-61 may remain on the Employers health care coverage with the retiree being one hundred percent (100%) responsible for the premium payments. Employees who retire earlier than age 62 will receive no contribution from the Road Commission towards premium payments from the ages of 62-65.

The Road Commission will provide a Vision Plan defined as a BCBS Plan VSP or equivalent and a Dental Plan defined as a BCBS preferred dental or equivalent with a \$2,000 CAP. The Road Commission will pay 100% of the premium costs of these plans.

The Road Commission and the Union agree that their representatives will meet upon mutual agreement to discuss any issues that may arise concerning the administration of employee's healthcare benefits. The parties further agree that they can, at any time, on a mutual written basis, agree to an alternative health care program. If management calls for a vote of the employees, only the active employees will be allowed to vote. The results of the vote will be provided to the Board for a final decision.

Provisions in this Article are subject to any rules, regulations, or restrictions that may be imposed by the St. Joseph County health care plan group administrators and their insurance carriers.

Any employee who elects not to receive health care, vision or dental benefits from the St. Joseph County Road Commission will be eligible for an annual payment of \$3,600 Single/\$4,600 2-person/\$5,600 family for Health Insurance, \$300.00 for Dental and \$100.00 for Vision per year. All employees will be required to document to the Road Commissions satisfaction that they have adequate alternative healthcare coverage from another source. Payment will be made annually, effective the first full payroll period following January 1st. If an employee has been off the St. Joseph County Road Commission health care plan for a portion of the year, such payment will be prorated accordingly.

ARTICLE 19 - PENSION

The Road Commission shall continue the 401A Money Purchase pension plan as currently in existence for its full-time employees once the proper enrollment forms have

been turned in to Human Resources. The Road Commission agrees to make payments into the pension plan on a bi-weekly basis through the normal payroll process.

The employer's contribution into the pension plan shall be 7% effective November 1, 2009.

The Road Commission shall continue to offer the 457B pension plan in which the Road Commission may match employee contributions to the 457B Plan up to 5% of wages bi-weekly. Both parties agree that the Board may unilaterally terminate their match at any time in its sole discretion.

ARTICLE 20 - VACATIONS

After the first three (3) months of employment, each employee will accrue one (1) day of pay (8 hours when we are working 8-hour days and 10 hours when working 10-hour days) for each month of employment during each calendar year. These vacation days are awarded on the 15th of the month. One floating holiday and one personal day will be awarded on January 1 of each calendar year, and the employee forfeits these days if they do not use them and will not be able to cash these days out at year end. Employees with two (2) years of service shall receive one (1) extra day, five (5) years - an extra four (4) days, ten (10) years - an extra six (6) days, fifteen (15) years - an extra eight (8) days, twenty (20) years - an extra ten (10) days, twenty-five (25) years - an extra twelve (12) days, thirty (30) years - an extra fourteen (14) days, thirty-five (35) years - an extra sixteen (16) days, forty (40) years - an extra 18 days, in addition to the one (1) day of pay for each month of employment. These extra days (seniority days) shall be available January 1st and any increase in seniority days because of having worked 2, 5, 10, 15, 20, 25, 30, 35, or 40 years, shall be available on the employee's anniversary date. Each employee may accrue, not to exceed, fifteen (15) days of vacation or 120 hours in one year, which may be used in the succeeding year.

Those employees receiving extra days for length of service may receive pay for these days at the end of the year, in addition to the maximum ten (10) days accrued regular vacation days. Each employee may receive a cash payout for all accrued vacation, and seniority hours throughout the year with written approval of the Manager and Human Resources. These funds will be processed during the normal payroll process.

***Please note that once these hours are cashed out, any compensatory time off needed shall come from either sick hours or remaining available accrued hours.*

| <u>Years of Service</u> | <u>Vacation/Floating/Personal Days</u> | <u>Seniority Days</u> |
|-------------------------|--|-----------------------|
| 1 | 14 | 0 |
| 2-4 | 14 | 1 |
| 5-9 | 14 | 4 |
| 10-14 | 14 | 6 |
| 15-19 | 14 | 8 |
| 20-24 | 14 | 10 |
| 25-29 | 14 | 12 |
| 30-34 | 14 | 14 |
| 35-39 | 14 | 16 |
| 40 | 14 | 18 |

End of Schedule (Maximum reached).

ARTICLE 21 - JURY DUTY

If an employee is selected to serve on jury duty, he shall immediately notify the Road Commission office and his foreman. At such time he is called to serve, the employee shall inform his foreman and present to HR the notification the employee received indicating the summons for jury duty. The Road Commission will pay the employee the difference between that which he receives from the Court and his daily regular take home pay to bring him to his normal wage for the time spent in Court only. The employee must provide the check from the court indicating how much they were paid for sitting on the jury as soon as possible.

ARTICLE 22- UNIFORMS

The Road Commission will furnish, weekly, eleven uniforms for mechanics, and employees while working with hot paving material. Each employee will receive an annual steel toe shoe/boot allowance of \$200.00 with no receipt required.

ARTICLE 23 - WEEKLY DISABILITY BENEFITS

The Road Commission will pay a non-occupational weekly disability benefit of five hundred dollars (\$500.00) per week. Such benefits are payable after the employee has been wholly and continuously disabled and are to begin on the first day in the case of an accident and on the fourth (4) day in the case of sickness. Said benefits shall continue while the employee is wholly and continuously disabled up to the maximum of 26 weeks per calendar year. If additional non-occupational disability occurs in the same calendar year, an employee may request an additional 13 weeks of disability pay pending Manager or Board approval. The employee remains responsible for making their portion of their health insurance premiums while they are on disability. Should the employee elect to temporarily stop their deductions for the 457B pension plan or supplemental insurance, they must notify the Road Commission office in writing. Any premiums for health insurance and supplemental insurance must be made weekly to the employer with these being automatically deducted from the \$500 weekly disability benefits. Upon returning

to work the employee would be responsible for providing a written notice to the employer to have their deductions taken again for the 457B pension plan and supplemental insurance.

ARTICLE 24 - SENIORITY

- (a) A regular full-time employee's seniority shall date from his most recent starting date of full-time employment with the Commission.
- (b) An employee's seniority shall only entitle him to those rights as are expressly provided for in this Agreement.
- (c) Seniority does not accumulate when an employee is off work for more than one month, except on paid sick leave, paid vacation or other paid leave of absence.
- (d) The Employer agrees to post and update annually a seniority list by seniority. An employee's standing on the published list will be final unless protested by the employee in writing within fifteen (15) work days to Manager of the Road Commission after the list has been posted.
- (e) An employee's seniority and employment shall be terminated if:
 - a) The employee quits; or
 - b) The employee is discharged; or
 - c) The employee fails to return to work within ten (10) calendar days after receipt of notice of recall by certified mail to the employees last known address as shown on the Employers records. (It shall be the responsibility of the employee to provide the Employer with a current address at all times.); or
 - d) The employee overstays a leave of absence without advising the Employer of an acceptable reason; or
 - e) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence without receiving prior permission from the Employer; or
 - f) The employee is laid off or has not, for any reason, worked for the Employer for a continuous twelve-month period; or
 - g) The employee is retired; or
 - h) The employee falsified pertinent information on his application for employment.

(f) For purposes of lay-off, recall or job bids, anytime spent outside the bargaining unit will not be applied to the employee's seniority.

ARTICLE 25 - LAY-OFF AND RECALL

In the event the Road Commission determines it is necessary to reduce personnel, lay-offs will be determined according with the following procedure:

- (a) The Board will attempt in all circumstances possible, to give at least thirty (30) day notice of layoff, however, this requirement will be waived in the event of an emergency or unforeseen financial circumstance.
- (b) The Board will determine which job classification shall be reduced. Employees shall be laid off by reverse seniority provided that the remaining employees have the qualifications, skills, and certification necessary to perform the required work without further training. Employees will be allowed to bump less senior employees in other job classifications providing they have the necessary qualifications, skills, abilities, and certification required to do the work without further training.
- (c) Employees will be recalled in the reverse order of their layoff. Recall notice shall be by certified mail sent to the employees last known address as reflected on the Road Commission records. Employees shall be required to keep the Road Commission advised as to any change in such address. Any employee who does not report to work within ten days of receipt of their Notice of Recall shall be considered a voluntary quit. Employees on lay-off for more than two years shall have their seniority and recall rights terminated.

ARTICLE 26 - POSTINGS OF POSITIONS

In the event there is a vacancy in a job classification that the Road Commission desires to fill, it will be posted by the Employer for a period of five working days. All employees who desire to be considered for the position shall sign the posting within the five-day period. The Employer shall select the successful applicant from among those who sign the posting based on the applicant's relative experience, skill, qualifications, abilities, certification, length of service and overall work record with the Road Commission. The decision as to the successful applicant will be made by the Road Commission's Manager at his sole discretion. He shall base his decision on the factors as stated in this Article with no single factor being controlling. This Article shall not be construed to restrict the Road Commission from making temporary assignments or assigning work responsibilities. Neither shall this Article be construed as a guarantee to any employee of any particular work assignment nor exclusive right to operate any particular piece of equipment.

ARTICLE 27 - GENERAL PROVISIONS

- (a) The parties to this Agreement shall not be required to take any action which is in violation of Federal, State or Local laws.
- (b) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.
- (c) An employee shall not be eligible to receive benefits while he is:
 - (1) eligible for unemployment benefits under any unemployment compensation law; or
 - (2) on layoff; or
 - (3) has quit his employment; or
 - (4) been discharged; or
 - (5) retired.
- (d) Per the Federal Motor Carriers Laws all employees shall be required to have and maintain a valid commercial driver's license with appropriate endorsements (Class A) as a condition of employment. If, for any reason, an employee's commercial driver's license becomes invalid, the employee shall be immediately placed on unpaid leave of absence without benefits. If an employee has not had his commercial driver's license with appropriate endorsements reinstated within ninety (90) days after being placed on a leave of absence, his employment and seniority and benefits with the Road Commission shall be terminated.
- (e) The parties agree that they will fully comply with all laws, rules, and regulations as promulgated by the U.S. Department of Transportation, the Federal Highway Administration, and the OMNIBUS Transportation Employee Testing Act of 1991 regulating the testing of workers and the use of alcohol and/or drugs.
- (f) Leave of Absence. A leave of absence not exceeding fifteen (15) working days in each calendar year will be granted for valid reasons to an employee upon written application to the Board and upon the approval of the Manager. Sick leave and seniority shall continue to accumulate with the approved leave of absence as described herein. A leave of absence for extended illness is automatic without written application. A leave of absence for military service, applied for and approved as stated above, will necessarily exceed fifteen (15) days in a calendar year. A military leave of absence will terminate six (6) weeks after separation from the service. It is important to note that leave of absence will be followed in accordance with the Family Medical Leave Act of 1993.

For an employee to be eligible for FMLA leave under the Act, an employee would have to meet all of the following conditions:

1. The employee must have worked for the employer for at least 12 months.

2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.

3. The employee must work in a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite.

(g) Discipline: For Major offenses such as gross insubordination, theft, violence in the workplace, intentional careless conduct/abuse of Road Commission property or other serious offenses of like nature may result in the immediate termination of employment. Discipline for Minor offenses will follow a 6-step progressive discipline system as shown below:

- First offense: Verbal warning
- Second offense: Written warning
- Third offense: 1-day unpaid suspension
- Fourth offense: 3-day unpaid suspension
- Fifth offense: 5-day unpaid suspension
- Sixth offense: Termination

For purpose of discipline for minor offenses the accumulated actions shall be in a one-year period.

A leave of absence may be mandatory of an employee as a disciplinary measure short of dismissal.

Disciplinary action for violations of the Drug and Alcohol Testing Policy are enumerated in Appendix "B" of this Agreement.

(h) The Employer has the right to utilize temporary, casual, and/or seasonal employees. The Employer, however, agrees that it will not utilize any temporary, casual, or seasonal employee for more than 1,040 hours in any calendar year.

(I) The Employer agrees to post annually a list to solicit volunteers to perform seasonal jobs. Such jobs, as determined by the Road Commission, will be assigned in accordance with the individuals who sign such volunteer list by seniority. In the event there are not a sufficient number of volunteers to sign the list, the Road Commission will assign such jobs in its discretion. A

regular full-time employee will not be pulled off his piece of equipment to perform a seasonal job if it would interrupt the efficient operation of the Road Commission.

- (j) The pay period will be made bi-weekly beginning July 1, 2015 via automatic deposit and each employee will be provided with an itemized statement of earnings and all deductions made for any purpose. Direct deposit will be made available on the Friday following the pay week ending. Direct deposit will be made available at all banks/credit unions within the surrounding counties.
- (k) The Employer agrees to allow the employee to use vacation, floating holiday, personal day or seniority days which may be used in accordance with the following guidelines:
 - Attendance at meetings of the Service Employees International Union for the purpose of conducting official SEIU business, including conventions, workshops, schools and other similar activities related to the representation of the employees covered by this agreement.
 - A request for a union leave shall be made in writing not less than five (5) working days prior to the leave.

ARTICLE 28 – TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect until March 31, 2023, and shall continue in full force and effect from year-to-year thereafter unless written notice of the desire to modify, cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. If notice is given by any party of its desire to terminate the Agreement upon expiration of any term, all rights and benefits under this contract will terminate as of such date in accordance with applicable law.

ST. JOSEPH COUNTY
BOARD OF COMMISSIONERS

[Signature]
David H. Allen, Chairman

[Signature]
Eric B. Shafer, Vice-Chairman

[Signature]
John W. Bippus, Member

[Signature]
Rodney D. Chupp, Member

[Signature]
Vincent J. Mifsud, Member

Dated: 3-26-2020

SEIU

[Signature] President

[Signature] Vice President

[Signature] Bargaining Team

[Signature] Secretary

[Signature]
LABOR REPRESENTATIVE

Dated: 3-24-20

[Signature] Union steward

[Signature] Bargaining Team

APPENDIX "A"
WAGE SCALE

April 1, 2020 \$1.30 + 3% = \$22.43

April 1, 2021 + 3% = \$23.11

April 1, 2022 + 3% = \$23.80

| CLASSIFICATION | Effective 4/1/2020 | Effective 4/1/2021 | Effective 4/1/2022 | Notes |
|--|------------------------------------|------------------------------------|------------------------------------|--------------------------------|
| Truck Driver (2019 = \$20.48) | \$22.43 | \$23.11 | \$23.80 | |
| Heavy Equipment Operator (Motor- grader, Bulldozer, Earth Mover, Crane, Loaders, Back Hoe, Gradall (Includes rented heavy equipment), Sign truck. Does not include skidsteer | \$0.55 | \$0.55 | \$0.55 | |
| Mechanic/Welder* | Add \$1.55 | Add \$1.55 | Add \$1.55 | Was \$0.75 increased to \$1.00 |
| ***Bridge Crew, Chip Seal Crew (chip spreader, broom, stone crew and tar distributor operators), (roller anytime) | \$2.00 extra hr | \$2.00 extra hr | \$2.00 extra hr | Was \$1.00 increased to \$2.00 |
| Aerial truck and genie | \$1.00 extra hr | \$1.00 extra hr | \$1.00 extra hr | Was \$0.65 increased to \$1.00 |
| Working Foreman*** | \$3.25 per hr above base wage rate | \$3.25 per hr above base wage rate | \$3.25 per hr above base wage rate | Was \$3.00 increased to \$3.25 |
| Crew Leader*** | \$1.00 per hr above base wage rate | \$1.00 per hr above base wage rate | \$1.00 per hr above base wage rate | No Changes |

On-Call pay increase of \$200.00. Answers to 911 and responsible for calling out crew.

*Mechanic/Welder classification eligible for \$0.10/hour increase for each of the six exams for a maximum of \$0.60/hour.

*** Only when working on the job.

NOTE: All additional hourly rates are awarded to only actual work performed hours, this does not include sick, vacation, seniority, personal, or floating holiday hours.

Employees may be assigned and/or removed as Working Foreman and Crew Leaders at any time by the Employer in its sole discretion. When assigned as a Working Foreman, the employee will be compensated at \$3.25 above his/her base wage rate. When assigned as a Crew Leader, the employee will be compensated at \$1.00 above his/her base wage rate. In addition to performing normal bargaining unit duties, the Working Foreman will supervise and inspect the work performed by Crew Leaders and crew members on projects. Under the direction of the Working Foreman, the Crew Leader, in addition to performing normal bargaining unit duties, will supervise and inspect the work performed by crew members. The Working Foreman and Crew Leader will not be responsible for disciplining other bargaining unit members but must advise the Director of Operations, Director of Fleet & Facilities, or other managerial/supervisory Employer representative of any policy, work rule, or safety violations, as well as any misconduct, accidents, or workmanship quality issues or problems. When assigned as Working Foreman or Crew Leader, the employee will retain his/her regular classification.

APPENDIX "B"
ST. JOSEPH COUNTY ROAD COMMISSION
DRUG AND ALCOHOL TESTING DISCIPLINARY POLICY

In conjunction with the Omnibus Transportation Employee Testing Act of 1991 and the Drug-Free Work Place Policy Statement, the following guidelines are established.

In those instances where an employee is tested positive during post-accident testing, reasonable suspicion testing, random testing, or return-to-duty testing and follow-up testing, the following progressive disciplinary policy shall apply.

Breath Alcohol Concentration of 0.02 percent to 0.039 percent:

- 1st Offense - 1-day suspension without pay
- 2nd Offense - 3-day suspension without pay
- 3rd Offense - 1-week suspension without pay and mandatory EAP participation
- 4th Offense - Discharge

Breath Alcohol Concentration of 0.04 percent or greater:

- 1st Offense - Immediate suspension without pay with mandatory EAP participation return-to-duty and follow-up testing as determined by SAP (Substance Abuse Professional). Employee will not be eligible for holiday pay and will not be eligible to earn vacation or sick hours during said suspension.
- 2nd Offense - Immediate suspension without pay with mandatory EAP participation return-to-duty and follow-up testing as determined by SAP (Substance Abuse Professional). Employee will not be eligible for holiday pay and will not be eligible to earn vacation or sick hours during said suspension.
OR - DISCHARGE, AT DISCRETION OF THE BOARD.
- 3rd Offense - Discharge.

Drugs:

1st Offense - Immediate suspension without pay with mandatory EAP participation return-to-duty and follow-up testing as determined by SAP (Substance Abuse Professional). Employee will not be eligible for holiday pay and will not be eligible to earn vacation or sick hours during said suspension.

2nd Offense - Discharge.

As required by DOT Regulations, any employee who tests positive on any required test will not be able to return to a safety sensitive position until all conditions are met, i.e. SAP evaluation, treatment and return-to-duty testing.

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APPENDIX "C"
ST. JOSEPH COUNTY ROAD COMMISSION
LABOR/MANAGEMENT COMMITTEE

Both parties agree to establish a Labor/Management Committee in an effort to resolve issues that hinder the collective process of the parties. This committee shall meet on a quarterly basis. Both parties will be mutually responsible for creating an agenda for the meetings.

