

AGREEMENT BETWEEN

BOARD OF COUNTY ROAD COMMISSIONERS OF GRAND TRAVERSE COUNTY

AND

TEAMSTERS STATE, COUNTY & MUNINCIPAL WORKERS LOCAL 214

EFFECTIVE JANUARY 1ST 2024 THROUGH DECEMBER 31ST 2026

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AGREEMENT

THIS AGREEMENT, effective January 1st, 2024, between the BOARD OF COUNTY ROAD COMMISSIONERS, of Grand Traverse County, hereinafter referred to as the "Employer" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, located at 2825 Trumbull Avenue, Detroit, Michigan, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties hereto.

ARTICLE I – 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 general public.

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

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

ARTICLE II – RECOGNITION OF UNION

Section 1. Collective Bargaining Unit

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 TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214 as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, 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 employees employed by the Board of County Road Commissioners, excluding temporary employees, seasonal employees, part time employees, supervisory employees, and professional and administrative staff employees.

Section 2. Definitions

The terms "employee" and "employees" when used in the Agreement shall refer to and include only those regular full-time employees who are employed by the Employer in the collective bargaining unit as set forth in Section 1. For purposes of this Agreement, the following definitions are applicable:

- A. Regular Full Time Employee. A regular full-time employee is an employee who is working the official workweek on a regular schedule.
- B. Temporary Employee. A temporary employee works seasonally or as needed on a temporary assignment, for a certain project, or as needed operationally. Temporary employees may be employed continuously for up to one hundred eighty (180) days and cannot be rehired as a seasonal employee until laid off for at least forty-five (45) days.

ARTICLE III – MANAGEMENT RIGHTS

Section 1. Sole and Exclusive Rights Reserved

The Employer retains the sole and exclusive right to manage and operate the Road Commission in all of its operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management

rights in this Article is not to be construed as being all inclusive, but rather as an indication of the nature of the rights inherent in management.

Section 2. Right to Operate and Manage

The Employer has the right to operate and manage its affairs, to direct its work force, to maintain order and efficiency, and to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to hire, promote, demote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish classifications of work and the number of personnel required; to re-classify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities, it being understood by the parties that only the principal duties and range of skills are enumerated in class specifications and job descriptions, and that incidental duties similarly related, although not enumerated, are intended to be performed by employees; to schedule overtime work as required and consistent with the provisions of this Agreement; to lay off employees for lack of work or funds or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive; to determine methods, means and personnel necessary for operations, and to control budgets; to administer pay and fringe benefit plans; to determine the nature and number of facilities and departments to be operated and their location; to continue and maintain its operations as in the past, to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management; to establish required skills; to determine workloads; to provide and assign relief personnel.

Section 3. Work Rules and Regulations

The Union recognizes the exclusive right of the Employer to establish work rules and regulations governing the conduct of employees, to set work standards, and to require the observance of such rules, policies, regulations, and standards. The Employer agrees to furnish employees with a copy of all rules, regulations and policies which apply to their employment. Any amendments/modified or new rules, regulations and policies which impact the terms and conditions of continued employment, shall be copied to the Business Agent and its members thirty (30) days prior to their effective date, unless adoption sooner is required by Federal, State, or local mandate. Either party may, by written request to the other, state a need to meet in special conference to discuss the impact of a specific rule, regulation, and policy, at a mutually agreeable time and place.

Section 4. Work Schedules

The Employer has the right to establish work schedules, to determine the hours of work, including starting and quitting time and length of work week, and to determine methods, processes, and procedures by which work is to be performed.

Section 5. Contracting and Subcontracting

The Employer has the right to contract and subcontract for matters relating to Road Commission operations.

Section 6. Emergency Work Assignments

It is recognized by the parties that the Employer is in the business of providing public services, and that during emergency work assignments personnel and procedures may be modified in any way necessary to meet the demands of the emergency. Emergency shall include any circumstance which calls for immediate action, including but not limited to, severe storms, floods, debris on roads, riots, epidemics, or declarations of emergency called by the governmental official authorized to do so.

Section 7. Site Leads

The Employer, through its Manager or the Employer's representative successor, shall retain the sole discretionary right to designate or remove Site Leads as needed or qualified. Site Leads are responsible for making sure the Employer's direction to employees is followed, to make reports to the Employer, and for carrying out job assignments and making sure job assignments are done properly and completely. When any Site Lead has been designated by the Manager or his/her designee to supervise several employees or to complete technical training outside the workplace, he/she shall be designated to receive premium pay while so acting. Site Leads are also responsible for working with management in carrying out job assignments, working with the public, making decisions on off-hours regarding calling in additional crew,

and other duties as directed. Whenever the Manager or his/her designee shall designate a Site Lead, he/she shall receive premium pay while so acting.

ARTICLE IV – UNION SECURITY AND DUES DEDUCTION

Section 1. Union Membership.

Membership in the union is not compulsory. Employees are not required as a condition of obtaining or continuing employment to become or remain a member of the union, or to pay union dues. All employees have a right to join, not join, maintain or drop their membership in the union as they see fit. The union recognizes, however, that it is required under this agreement to represent all employees included within the collective bargaining unit fairly and equally without regard to whether the employee is a member of the union. The terms of this Agreement shall apply to all employees in the collective bargaining unit, regardless of whether the employee chooses to be a member of the union.

Section 2. Dues Deduction.

- A. During the life of this agreement, the Employer agrees to deduct Union membership dues and initiation fees from each Employee's pay (who have chosen to join the union), provided the Employee has filed with the Employer a proper check off authorization form as supplied by the Union.
- B. Dues and initiation fee will be authorized, levied and certified by the Secretary Treasurer in accordance with the Constitution and by-laws of the Union. Each employee who is a member of the Union hereby authorizes the Union and Employer, without recourse to rely upon and to honor certificates, furnished by the Secretary Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the deducting such union dues and/or initiation fees. The Employer agrees to provide this deduction service without charge to the Employees or the Union.
- C. Upon receiving a properly executed check off authorization form from the Union, the Employer shall deduct dues as applicable from that Employee's pay.
- D. Deduction of dues for any calendar month shall be made from the first paid period of that month, provided the Employee has sufficient net earnings to cover the dues and/or initiation fees. Any change in the amount of deduction for an individual must be submitted to the Employer by the Union. Deductions for any calendar month shall be remitted to the designated Secretary Treasurer of the Union not later than the fifteenth (15th) of each month.
- E. In cases where a deduction is made which duplicates a payment already made to the Union by an Employee, or where a deduction does not conform with the Union's constitution or by-laws, refunds owed to the Employee shall be made by the Union.
- F. The Union shall notify the Employer in writing the proper amount of dues and/or initiation fees and any subsequent changes in such amounts.
- G. Employees who choose to revoke their authorization to pay Union dues shall provide the Union and Employer ninety (90) days written notice of their decision to no longer pay dues. Upon such notice, the Employer shall stop deducting Union dues from Employee.
- H. The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits or other forms of liabilities that shall arise out of or as a result of any conduct by the Employer for the purposes of complying with Sections 1 and 2 of this Article.

ARTICLE V – NO STRIKES - NO LOCKOUTS

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. Accordingly, it is agreed that during the term of this Agreement, there shall be no lockouts, strikes, stoppages of work, slowdowns or interruptions of service. All matters in dispute shall be handled in the manner provided by grievance procedure and other contract provisions.

The Employer agrees, as a part of the consideration of this Agreement, that neither the Union, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report to work, slowdowns or stoppages of work if:

- A. The Union gives written notice to the Employer and the employees involved within twenty-four (24) hours of such action that it has not authorized the stoppage, strike, slowdown or suspension of work, and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement.
- B. The Employer and the Union agree that the parties may jointly or separately publicize through the media the unauthorized walkout or work stoppage. Any individual employee or group of employees who violate or disregard the prohibition of this Article may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE VI – STEWARDS AND ALTERNATE STEWARDS

Section 1. Responsibilities

Union employees shall be represented by a Steward who is a regular full-time employee. Union employees may also be represented by two Alternate Stewards, who are regular full-time employee and who shall represent employees in the absence of the Steward. One Alternate Steward shall report to the Traverse City Garage and one Alternate Steward shall report to the Kingsley Garage on a regular basis. In the event all of the stewards are reporting to the same garage, one steward shall make himself or herself available to the Employees at the other garage.

Section 2. Permitted Activities During Work Hours

The Steward and Alternate Steward shall serve on the Collective Bargaining Committee for the purposes of negotiating a new labor agreement. At the Employer's discretion and subject to progress being made in collective bargaining, the Employer agrees to compensate the Steward and Alternate Steward for all reasonable lost time from his/her regular scheduled work at the regular rate of pay for time spent meeting or conferring with Employer representatives. Compensation for lost time shall be limited to two (2) employees.

The Steward, or said Alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his/her supervisor to do so. The Supervisor will grant such permission, subject to necessary emergency conditions, within twenty-four (24) hours of the request, excluding holidays and weekends. The privilege of the Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Employees abusing such time may be subject to disciplinary action. The Steward and Alternate Steward may be required to record time spent on processing grievances. All such Stewards will perform their regular assigned work at all times, except whenever necessary to leave their work to process grievances as provided herein.

Section 3. Written Notification

The Union will furnish, in writing, the Employer with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times

be advised as to the authority of the individual representative of the Union with which it may be dealing.

Section 4. Board Packets

One Board meeting packet of open meeting information will be provided on the Monday after the Commissioners receive it. It will be available then to the Stewards online.

Section 5. Super Seniority

For purposes of layoff and recall, stewards shall be senior on the seniority list, provided, however, that such employee is qualified to perform the work available.

ARTICLE VII – UNION VISITS

Authorized representatives of the Union will be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for the time and place prior to the occurrence of such visits.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1. Grievance Procedure

It is mutually agreed that a grievance is any dispute, controversy, or difference between the parties, founded upon proof or competent evidence, to this agreement on any issue with respect to or concerning the interpretation or application of this agreement or any terms or provisions thereof. All grievances must be filed within five (5) working days after the occurrence of the circumstances giving rise to the grievance or five (5) days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1

Any employee having a complaint or grievance shall first discuss the matter orally by meeting with the employee's immediate supervisor. The supervisor shall answer the complaint or grievance within one (1) working day.

Step 2

If the matter is not resolved in Step 1, the grievance shall be reduced to writing on the regular grievance form provided by the Union, signed by the grievant(s) and presented with substantiable proof or competent evidence to the Managing Director or their designee within five (5) working days of the Step 1 answer. Grievant is required to state on the form the date, time, and who in management they met with for the Step 1 meeting. The written grievance will specifically describe the article and/or section of the Agreement alleged to have been violated, the date of the occurrence, and the circumstances giving rise to the grievance shall be provided

Step 3

If the matter is not resolved in Step 2, the Union shall, within five (5) working days of the Manager's and/or his/her designee's response, contact the Manager or his/her designee, who then will arrange a meeting on the grievance that will include the Union representative, the grievant, Union steward, and the Manager or his/her designee, and designated representatives. This meeting shall be scheduled within ten (10) working days of the request unless an extension of time is mutually agreed to by the parties. The Employer will render its decision within ten (10) working

days after the meeting by serving a copy of its decision to the Union and the grievant.

Section 2. Arbitration

If the grievance is not settled in the last step above, either party to this Agreement may submit such grievance to arbitration. This submission is to be made within sixty (60) days after receipt of the Step 3 answer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations then obtaining, within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator. The compensation and expenses of the arbitrator shall be shared equally by the parties. The fees and wages of each party's witnesses and representatives shall be borne by the party incurring them. The Employer shall not be required to pay for any time spent in arbitration by bargaining unit employees; provided, however, that the Steward and grievant shall be paid for such time, not to exceed their regular eight (8) hour pay.

Section 3. Time Limitations The time limits established in the grievance and arbitration procedure shall be followed by the parties hereto. The time limits shall only be extended if the parties agree to such extension in writing. If a grievance is not submitted, filed and/or advanced by the employee or Union in accordance with the time procedure, it shall be considered as permanently withdrawn and denied by the Employer. If the Employer does not respond to a grievance in a timely fashion the grievance shall be eligible to automatically advance to the next step when the time for the Employer's answer has expired. In no event will a grievance automatically advance to arbitration without the Union's consent.

ARTICLE IX - DISCIPLINARY PROCEDURE

Section 1. Counseling Memoranda

The Union recognizes that counseling memoranda may be utilized by the Employer at its option. Counseling memoranda shall not be construed as disciplinary action.

Section 2. Notice of Disciplinary Action

Within three (3) working days following the disciplinary suspension or discharge of a non-probationary employee, the Employer will provide a copy of the disciplinary action to the Union Steward or Alternate Steward and the subject employee.

Section 3. Employer to Provide Union and Employee Place to Meet

Following notice to the employee and Union of the disciplinary suspension or discharge, the Employer, within twenty-four (24) hours, will make available an area where the employee and the Union Steward or Alternate Steward may meet in private to discuss the discharge or suspension.

Section 4. Just Cause

Disciplinary action, up to and including suspension, demotion or discharge may be made for just cause. It is recognized, however, that the principles of progressive discipline, including the use of oral warnings where management deems appropriate, will normally be followed, except in serious cases.

Section 5. Record

The Employer agrees that it will not consider counseling memoranda or written reprimands issued more than two (2) years prior to a current event when imposing discipline unless the conduct is the same for which an employee was previously counseled. The Employer will not consider disciplinary actions which include a loss of pay (e.g., suspensions) that were issued more than three (3) years prior when imposing discipline on any current charge.

ARTICLE X - PROBATIONARY EMPLOYEES

Section 1. Probationary Period

All new employees shall serve a probationary period of twelve (12) months. If an employee is absent from work pursuant to an approved absence for a period of fourteen (14) consecutive days or longer, such period of absence shall be added to the twelve (12) month probation. Absence due to in service training or due to a job-related injury of thirty (30) days or less shall not be added to the probation period. Job-related injuries that result in absences of more than thirty (30) days shall be added to the probation period.

Section 2. Union Representation

The Union shall represent probationary employees for the purpose of collective bargaining. However, probationary employees may be disciplined or terminated at any time by the Employer at its sole discretion for other than Union activity, and neither the employee so terminated, nor the Union shall have recourse to the grievance procedure for such discipline or termination.

Section 3. Benefits

During the probationary period, an employee shall be eligible for employee benefits as set forth in Employer's offer of employment letter, or as otherwise expressly provided for in this Agreement, or as required by law. After an employee has successfully completed his/her probationary period of employment he/she shall become a regular full-time employee.

Section 4. Probationary Employees - Seniority for Hired Temporary Workers

Probationary employees, hired within forty-five (45) days of concluding employment as a temporary employee for the Employer, shall be credited with their total service time for purposes of their probationary status.

ARTICLE XI - SENIORITY

Section 1. Current Employee Lists

Seniority shall be on a unit wide basis in accordance with the employee's date of entry into the Grand Traverse County Road Commission.

- A. The seniority list as of the date of this Agreement will show the names and job classifications of all employees of the unit entitled to seniority.
- B. The Employer will keep the seniority list up to date and posted and will, upon a change to the list, timely provide the Local Union membership with a copy and posting of the updated list.

Section 2. Loss of Seniority

An employee shall lose his/her seniority and his/her employment shall terminate for the following reasons:

- A. He/she quits, retires or receives a pension under Grand Traverse County Road Commission.
- B. He/she is discharged, and the discharge is not reversed through the procedures set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer of an acceptable reason for such absence. In proper cases, exceptions may be made upon the employee producing convincing proof of his/her inability to give such notice. After such absence, the Employer will send certified
- A. written notification to the employee at his/her last known address that because of his/her unexcused absence he/she has voluntarily quit and is no longer in the employ of the Grand Traverse County Road Commission.
- D. The Employee overstays a leave of absence without advising the Employer of a reason acceptable to Employer. In such cases, the procedure set forth in Article XI, Section 2(c) shall be followed.
- E. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence.

Section 3. Promotion Outside Bargaining Unit

An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall maintain the seniority rank he/she had at the time of his/her promotion.

Section 4. Seniority

Seniority shall continue to accrue up to two (2) years while an employee is on workers' compensation. All other benefits shall accrue consistent with other provisions of this agreement.

ARTICLE XII - LAYOFF AND RECALL

Section 1. Rights and Definitions

The Employer reserves the right to lay off employees for lack of work, lack of funds, the occurrence of conditions beyond the control of the Employer, or where such continuation of work would be wasteful or unproductive. The Employer shall determine the type of activities to be curtailed and the classifications or positions to be affected. If a layoff is necessary, the employee(s) affected will be laid off in order of seniority. A more senior and qualified employee, without the need for further training in the work to be performed, will have the right to bump the least senior employee in an equal or lower classification. The word "layoff" means any such reduction in the working force.

Section 2. Procedure

In the event of layoffs, the following procedure shall apply:

- A. Temporary, part-time, seasonal and probationary employees will be laid off first.
- B. Employees will be laid off according to seniority, within classification and tier; provided, however, that the employees remaining are qualified to perform the work required to be done.
- C. The Employer will make every effort to give at least one week's notice in the event that a layoff is necessary for other than disciplinary reasons.
- D. The Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

Section 3. Recall

When the work force is to be increased after a layoff, the employees will be recalled according to seniority, in the reverse order of the layoff, provided that employees are thereby recalled who are qualified to do the required work. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address.

Employees will be granted up to three (3) days from the receipt of such certified mail notice to return to work.

ARTICLE XIII - CLASSIFICATIONS AND EQUIPMENT CHANGES

The Position Classification and Hourly Wage Rates are set forth in Appendix A.

ARTICLE XIV - JOB CLASSIFICATIONS, JOB POSTINGS, AND FILLING OF OPEN POSITIONS

Section 1. Assigned Work for Job Classifications and Tiers

The duties and responsibilities for each job classification and tier are set forth in Appendix B.

Section 2. Openings in Job Classifications and Tiers

When an opening occurs in any job classification within the bargaining unit, the Employer will post notices on online and on the bulletin boards of both garages. During the application period, the Employer may make a temporary assignment to fill the posted job opening. Employees shall apply for posted job openings online. In the event of a tie in qualifications, experience, and testing results, the employee with the higher seniority will be awarded the position applied for.

Section 3. Assignment to Work Outside Job Classification

It is recognized that employees may be temporarily assigned to work in other than his/her regular work assignments as circumstances may require. Work assignments of hand labor, patching and other similar work for an extended period of time (seven consecutive workdays or more), will be made on the basis of seniority, insofar as possible. Employees assigned to temporary work in a higher job classification shall receive the higher classification entrance pay rate for all the hours worked in that classification, provided that they are determined qualified to perform such work by the Employer. Employees assigned to a work activity in a classification below their present classification will suffer no loss of pay, seniority or benefits.

ARTICLE XV - TRAINING AND TUITION

Section 1. Training Reimbursement

The Grand Traverse County Road Commission Policy Number V 1-14A is adopted. See Appendix C, Tuition Reimbursement.

Section 2. Paid Training

The Employer will provide training for Employees that is deemed necessary by the Employer for Employees to be able to perform their job duties and responsibilities. Employees will be compensated for their time spent at trainings based on their hourly wage.

ARTICLE XVI - HOURS OF WORK AND OVERTIME

Section 1. Work Schedule

The normal workday for regular full-time employees shall be eight (8) consecutive hours per day, excluding a thirty (30) minute unpaid lunch period. The normal work week for regular full-time employees shall consist of five (5) workdays and shall normally be forty (40) hours duration. This section shall not be construed as, and is not, a guarantee of any number of hours of work per day or per week. The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules.

Section 2. Summer Work Schedule

Under typical circumstances, the Summer Work schedule begins the first Monday in April and ends the second to last Friday of September. The Employer reserves the right to modify this schedule based upon weather, road, or work conditions. Modifications of this schedule will control subsequent sections of this agreement. The Employer will give the Union reasonable notice of intention to modify the start of the summer work schedule.

During the Summer Work Schedule, the employees shall begin work at 6:00 a.m. and end at 4:30 p.m. with an unpaid lunch period between 11:30 a.m. and 12:00 noon, Monday through Thursday and/or Tuesday through Friday. The Employer may schedule shifts on any day as the Employer deems necessary, within the employee's forty (40) hour work week. Overtime shall not be paid except for hours exceeding forty (40) in the work week. During this period of time, overtime shall be paid at the rate of time and one half the employee's regular rate of pay for all hours worked in excess of ten (10) hours in one day. The Cherry Festival Holiday will be observed either the day before or after the observed July 4th Holiday within the same week. Payment for any overtime worked during this week shall be consistent with the terms of the collective bargaining agreement. All holidays will be paid at 10 hours during the

summer work schedule.

Section 4. Storms and Emergency Conditions

It shall be the duty of all employees to report for work whenever called during storms and other emergency conditions, as set forth in Article III, Section 6. When employees are called to report to work prior to their scheduled starting time or during storm conditions or other emergencies, the workday will not end until released by their supervisor. The overtime list need not be followed when emergency conditions occur requiring the fastest possible action.

Section 5. Overtime and Holiday Pay

Overtime work will be time worked over forty (40) hours per work week and will be computed on the basis of one and one-half (1 ½) times the regular hourly rate. Holiday work will be computed on the basis of one and one-half (1 ½) times the regular hourly rate, plus holiday pay. Holidays, bereavement leave, jury duty and Paid Time Off (PTO) will count as regular workdays when computing overtime pay. Unauthorized absences or other time off work without pay will not count as time worked.

Section 6. Winter Overtime List

The Winter Overtime List will begin immediately following the end of the Summer Work Schedule and will end upon the beginning of the Summer Work Schedule as previously defined. For winter maintenance activities (e.g., snow plowing), a reasonable effort will be made by the Employer to first call those employees with the least number of accumulated hours. Employees who do not respond would be charged with the greatest number of hours worked by the replacement worker(s). A list of all accumulated overtime hours charged to each employee will be made available to each foreman and also attached to the call sheet for use by any person calling employees in to work. Such list shall be posted on the bulletin boards of each garage after every pay period during said months. A separate list will also be maintained for shop employees.

If a mistake is made in not calling an employee for overtime at the proper time, upon complaint by an employee, his/her sole remedy shall be the offer of the next available overtime work.

Section 7. Call Backs and Call-Ins

A. Call Back

Employees called back to work from off duty shall receive a minimum of two (2) hours pay at the applicable rate. Call back minimum pay shall not apply to shift continuation hours immediately preceding or after the regular scheduled shift. Call back availability on the part of the employee is mandatory from November 1 through March 31.

B. Call-In

For these and other emergency situations, the employee(s) shall be reasonably available for call in overtime. Employees shall not be penalized or be subject to disciplinary action for failure to respond to mandatory call in if:

- The employee is assigned a day shift and the call occurs after 9:00 AM
- The employee is assigned an afternoon shift and the call occurs after 1:00 PM
- The employee is assigned a night shift and the call occurs after 9:00 PM

Employees on leave will not be penalized or be subject to disciplinary action provided that said leave has been approved by the Employer.

C. Contacts

Efforts to contact bargaining unit members for overtime at up to two (2) numbers provided to management by bargaining unit members will be exhausted before temporary employees are offered the overtime. If Employee does not answer the phone, the Employer will move on. If Employer gets Employee's voice mail, Employer will move on.

Section 8. Breaks

Employees shall be allowed one fifteen (15) minute break in the first half of their shift, provided such break is taken in the general work area. Deviations from the scheduled break from time to time may be necessary because of the nature of the work being performed. A restaurant may be used for breaks and lunch time if such restaurant is close to the job and if travel time is included in the allotted time. An afternoon break shall be allowed only for Mechanics and assigned shop helpers, except all employees will be allowed an afternoon break during any ten (10) consecutive hours or more workday.

ARTICLE XVII - LEAVES OF ABSENCE

Section 1. Eligibility and Benefit Limitations

Employees may be eligible for unpaid leaves of absence after one (1) year of service with the Employer. Leaves of absence are for employees who, in addition to their Paid Time Off, require time off from their employment of up to 30 days or as a voluntary leave of absence. A leave of absence without pay shall be permitted if approved by the Employer two (2) weeks or more in advance. If an employee is granted leave of absence for more than 30 consecutive days, he/she shall pay his/her own health insurance, life insurance, disability insurance, dental insurance and vision insurance at the group rates, through the Employer, to the extent allowed by the carrier. The employee shall be responsible to advise the Employer in writing of his/her desire to continue such coverage, and further will be obligated to make such payments for continued coverage to the Employer on or before the 20th of each month for the following month's coverage. If the leave of absence is for a voluntary layoff, employee benefits shall continue during the month in which such leave begins. Thereafter, the employee shall pay his/her own health insurance, life insurance, disability insurance, dental and optical insurance and pension premiums at the group rates, through the Employer, to the extent allowed by the carrier. The employee shall be responsible to advise the Employer in writing of his/her desire to continue such coverage, and further will be obligated to make such payments for continued coverage to the Employer on or before the 20th of each month for the following month's coverage.

Section 2. Requests

Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave of absence is being requested and the length of the requested leave. Leaves of absence shall not be used to engage in other employment unless approved by the Manager.

Section 3. Review Process

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing. The Employer has discretion to grant or deny unpaid leaves of absence. In so deciding, the Employer may request medical certification, if necessary.

Section 4. Seniority

An employee on an approved unpaid leave of absence will retain but will not continue to accumulate seniority while the employee is on the approved leave of absence except as provided by law. Seniority shall continue to accrue up to two (2) years while an employee is on workers' compensation. All other benefits shall accrue consistent with other provisions of this Agreement.

Section 5. Extensions

Further extension beyond the return date designated may be granted upon a finding by the Employer that extension of time is necessary and just.

Section 6. Military Leave

Employees performing military service as defined by the Uniformed Services Employment and Reemployment Rights Act (USERRA), shall be granted all rights and privileges under USERRA. If an employee's military service ends the day-of or day-prior-to a recognized holiday, then the Employer may, at its discretion, compensate the

employee per the terms of this Agreement.

Section 7. Court Duty

Any employee who is called for jury duty or as a witness (except in employees' personal cases) shall be paid the difference between any jury duty compensation they receive, less any mileage allowance, and their regular wages for time lost from work by reason of such public service obligation. If the employee is excused early from court duty so that he/she can return to work by noon, he/she shall do so.

ARTICLE XVIII - WORKERS' COMPENSATION

The Employer shall provide Workers' Compensation protection for all employees in accordance with law. Employees may utilize PTO time in coordination with Workers' Compensation payments so that the two together shall not exceed employee take-home pay after taxes. During such leave, employees shall continue to earn the following benefits for a period of one (1) year: PTO accrual up to forty (40) hours, health, dental and vision insurance and life insurance. Seniority will continue to accrue for two (2) years during such leave.

ARTICLE XIX - HOLIDAYS

Section 1. List

The following days shall be designated and observed as paid holidays:

| | |
|-------------------------|----------------------------|
| New Year's Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving Day |
| Fourth of July | Christmas Eve |
| Cherry Festival Holiday | Christmas Day |

Section 2. Eligibility for Holiday Pay

Employees must work their scheduled day before and their scheduled day after a holiday, or be on an authorized paid leave, in order to be paid for the holiday. Provided, an employee on Workers' Compensation benefit must work the scheduled day before or the scheduled day after the holiday in order to qualify for holiday pay.

Section 3. Work on Recognized Holiday

In the event one of the above holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees. If the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday.

Section 4. Holiday Pay

Eligible employees who perform no work on a holiday shall be paid their regularly worked number of hours times their current straight time hourly rate of pay, except during the Summer Seasonal Work Schedule when the Memorial Day, Fourth of July and Cherry Festival holidays shall be paid their regularly worked number of hours times their current straight-time hourly rate of pay.

Section 5. Scheduled Day Off

If a holiday is observed on an employee's scheduled day off or during his/her PTO, he/she shall be paid for the unworked holiday.

Section 6. Pay for Working on a Holiday

Employees who are required to work on a recognized holiday shall receive, in addition to the holiday pay, time and a half for all hours worked.

ARTICLE XX - PAID TIME OFF

Section 1. Paid Time Off

Paid time off ("PTO") may be used by eligible employees when an employee misses work for any reason, including without limitation, for vacation, personal or sick time, to cover days or portions of a day needed to deal with an illness in the family, or to attend medical, dental and vision appointments.

Section 2. Accrual of PTO

PTO is accrued based upon the employee's length of service and hours worked. Full-time employees are eligible to earn PTO hours on a pro-rated basis, according to the accrual rate per hour. Length of service determines the rate at which the employee will accrue PTO. PTO hours do not accrue while on unpaid leaves of absence. PTO hours will accrue on all hours worked but shall not include those hours worked in excess of forty (40) hours per week. The accrual rates for all bargaining unit members by Employer and total annual accruals (based on working 2080 hours per year) on/before June 24, 2016 are as follows:

| Years of Service | Annual Accruals |
|------------------|--|
| 1 year | 120 hours (Based on 1 PTO hour / 17.33 hours) |
| 2 to 5 years | 168 hours (Based on 1 PTO hour / 12.38 hours) |
| 5 to 8 years | 193 hours (Based on 1 PTO hour / 10.80 hours) |
| 8 to 15 years | 232 hours (Based on 1 PTO hour / 8.97 hours) |
| 15+ years | 252 hours (Based on 1 PTO hour / 17.33 hours) |

The accrued rates for all bargaining unit members employed by Employer subsequent to June 24, 2016 are as follows:

| Years of Service | Annual Accruals |
|------------------|--|
| 1 year | 100 hours (Based on 1 PTO hour / 20.80 hours) |
| 2 to 5 years | 120 hours (Based on 1 PTO hour / 17.33 hours) |
| 5 to 8 years | 160 hours (Based on 1 PTO hour / 13.00 hours) |

| | |
|---------------|--|
| 8 to 15 years | 180 hours (Based on 1 PTO hour / 11.56 hours) |
| 15+ years | 200 hours (Based on 1 PTO hour / 10.40 hours) |

Annually, as of December 31st, Employees hired before the effective date of this Agreement and employees hired after the effective date of this Agreement shall be allowed to carry over up to one hundred twenty (120) accrued PTO hours into the next PTO accrual year. Any accrued PTO hours beyond one hundred twenty (120) hours that are not used during the PTO accrual year shall expire as of December 31st.

Section 4. Scheduled PTO Leave.

Employees are asked to submit requests for scheduled PTO to their direct supervisor as far in advance as possible. For scheduled PTO of five (5) days or longer, employees shall be required to submit their requests at least ten (10) working days in advance of the requested leave. For scheduled PTO of less than five (5) days, the employee shall submit the request five (5) working days in advance of the requested leave. A request for scheduled PTO time for medical reasons will be granted consistent with federal law. Approval or denial of a request for scheduled PTO time for non-medical reasons will be made at the discretion of the employees' direct supervisor and shall not be arbitrary or capricious. The Employer shall respond to all PTO requests in a timely manner.

Section 5. Unscheduled PTO Leave.

Employees requiring unscheduled PTO time for unanticipated needs must inform their direct supervisor as soon as possible. If unscheduled leave is for more than one day, employees must inform their direct supervisor as soon as possible each day of any continued unscheduled absence. For matters of unanticipated health care requiring more than two consecutive absences, the Employer may require the employee to provide a statement from their health care provider for authorization to return to work prior to returning to work. An employee may not use PTO hours for missed time due to tardiness. Excessive use of unscheduled PTO time or failure to provide a timely statement from a health care provider may result in disciplinary action.

Section 6. Incremental Usage.

PTO hours may be used in increments as low as one-half (1/2) hour. When PTO is used to replace an entire shift, an employee is required to request payment of PTO hours according to his/her regular schedule on that workday (e.g., if an employee is scheduled to work an eight (8) hour day, he/she would request eight (8) hours of PTO when taking that day off).

Section 7. Coordination of Benefits.

An employee may use any portion of his or her PTO time for absences due to injuries or illness resulting from employment to provide an amount equivalent to full pay when combined with Worker's Compensation Insurance and any other Employer disability plan. PTO leave will be charged only for the amount necessary to provide full compensation.

Section 8. Use of PTO During FMLA Leave.

An employee granted leave under the Family and Medical Leave Act (FMLA) must use all but forty (40) hours of his/her PTO time during the leave; any remainder of the leave period will consist of unpaid leave.

Section 9. Use of PTO - Unpaid Days and Funeral Leave.

An employee may also use PTO time to cover unpaid days (days which the Employer is closed, for holidays, and for extended bereavement leave) to provide protection against a loss of pay. If an employee is on a PTO leave and

during such leave he/she becomes eligible for funeral leave, the employee's leave request may be amended to reflect funeral leave.

Section 10. Pay Out.

Upon voluntary or involuntary termination, retirement, or death, an employee's accrued PTO hours will be paid out at the employee's current rate of hourly pay.

Section 11. PTO Conversion

At the end of the year, all unused PTO Bank hours in excess of forty (40) hours and limited to 50% of the employee's annual accrual, may be reallocated at the employee's discretion. PTO hours converted are subject to a mandatory 20% conversion into the employee's HCSP account. The remaining 80% must be converted into MERS Health Care Savings Program (HCSP), Deferred Compensation [457(b) and Roth 457(b)], or Health Savings Account [(HSA) only if enrolled in a qualified HSA health plan in the following year]. The conversion will be processed in payroll before February 1 at the employee's wage rate as of December 31. Any required tax withholding based on employee's selection(s) will be deducted from his/her regular paycheck.

ARTICLE XXI – COMPENSATORY TIME

This new Article is set on a trial basis only beginning upon the execution of this Agreement through December 31, 2024. No later than 90 days prior to the expiration of the trial period, the Employer and Union will convene to determine either the continuation or discontinuation of this Article.

The Improved Workforce Opportunity Wage Act, Public Act 337 of 2018, as amended, allows the accrual and use of compensatory time in lieu of payment of overtime wages under certain conditions.

Section 1: Accrual of Compensatory Time

An employee may elect to receive compensatory time and compensatory time off in lieu of overtime compensation provided all of the following occur:

- The employee and Employer are covered by the Improved Workforce Opportunity Wage Act.
- The employee voluntarily consents in writing on forms provided by the Employer to receive compensatory time and compensatory time off in lieu of overtime wages prior to working the overtime; else compensatory time provisions do not apply
- One and one half (1.5) hours of compensatory time and compensatory time off is provided for each hour of overtime worked.
- Accrued compensatory time may not exceed forty (40) hours per calendar year. If an employee's accrued balance of compensatory time exceeds forty (40) hours, the employee will be paid overtime wages at the rate for the time period which it was earned.

Section 2: Compensatory Time Off

The following apply to the use of compensatory time:

- The Employer must receive and keep on file the written consent of the employee requesting compensatory time before the compensatory time is earned.
- The Employer must provide the employee a statement of compensatory time earned and

compensatory time paid in the pay period the compensatory time is earned or paid.

- The payroll record maintained by the Employer must show compensatory time credited in the period it is earned.
- Requests to use compensatory time off and conditions for approval will follow the same conventions set forth for Scheduled PTO denoted in Article XX – Paid Time Off.
- For other than unanticipated health care matters, Compensatory Time Off may not be used as / in lieu of Unscheduled PTO.
- Requests to use of compensatory time off outside of the Summer Schedule may be deemed unduly disruptive and subsequently denied for no other reason than the sole discretion of the Employer.
- Compensatory time off may not be used for tardiness.

Section 3: Payment of Compensatory Time Balances

Unused balances of compensatory time are subject to the following:

- For active employees, compensatory time balances exceeding twenty (20) hours will be paid the first pay period ending in December of the same calendar year for with the compensatory time was earned.
- Upon voluntary or involuntary termination, retirement, or death, an employee's accrued compensatory time balance will be paid within 30 calendar days of the last day of employment.

ARTICLE XXII - BEREAVEMENT

An employee will be paid up to three (3) scheduled days off as bereavement leave in the event of a death of an employee's immediate family member. This time is available for preparation or attendance of funeral or memorial service(s) that occurs during the employee's regularly scheduled work hours. Immediate family is defined as:

- Spouse
- Parents
- Spouse's parents
- Grandparents
- Spouse's grandparents
- Sons and daughters (including in-laws and step-children)
- Grandchildren
- Brothers and sisters (including in-laws, half and step)

An employee will also be allowed one-half (1/2) day off with pay to attend the funeral of a current fellow employee of the Grand Traverse County Road Commission.

Such leave will be for the purpose of an employee to make arrangements for and to attend the Funeral of a member of their immediate family. To be eligible for such pay, the employee must notify his/her supervisor as soon as possible and must attend the funeral. The employer may request the employee to furnish proof of death, relationship, and date/time of event(s).

ARTICLE XXIII - DISABILITY

Section I. Short-Term and Long-Term Disability

The Employer shall provide Short-Term Disability (STD) and Long-Term Disability (LTD) coverage for each regular full-time employee and each probationary employee at the current coverage benefit levels or a reasonably comparable plan.

Section 2. Verification of Illness or Injury

The Employer may require a doctor's certificate to verify illness or injury for any employee utilizing STD benefits and may require a fitness for duty doctor's certificate for returning to work after STD leave.

Section 3. Accrual of Benefits

An employee on medical or disability leave under this article shall continue to receive health benefits, including optical, dental and life insurance, during said leave, not to exceed one (1) year. An employee may not accrue more than forty (40) hours of PTO while on medical or disability leave.

ARTICLE XXIV - LIFE INSURANCE

The Employer shall pay the full premium upon a term policy of group life insurance providing coverage to each employee in the amount of \$20,000.00 after such employee has been employed continuously for one (1) year. An employee who retires from the services of the Grand Traverse County Road Commission shall have a \$1,000.00 life insurance policy continued in effect and paid by the Employer. Life insurance coverage shall be canceled if the employee leaves the employer of the Grand Traverse County Road Commission before retirement.

ARTICLE XXV - HEALTH CARE INSURANCE

Section 1. Health Insurance

The parties have negotiated, bargained for, and agreed upon the terms of the health insurance coverage that will begin January 1, 2021 and will be a part of any successor Agreement, when ratified. The health insurance will be Priority Health with up to three plans, if available by the carrier, that are substantially equivalent to the plans offered in 2021. Bargaining unit members may select between available plans during open enrollment. The Employer agrees to contribute up to the Hard Cap amount (as adjusted annually) toward the total cost of health insurance coverage under the plan in effect for each year. The Employer agrees to provide dental insurance and vision insurance at the current coverage benefit levels or a reasonable plan.

Section 2. Employee Health Insurance Opt-Out

Employees may elect to withdraw, in writing, from the health insurance coverage of the Employer if they are covered under another health care plan through a family member. Those employees who withdraw will be paid fifty percent (50%) of the single coverage monthly premium cost for the employee in lieu of health insurance. Payments are received monthly through the payroll system for the preceding month. Employees may reapply in writing for insurance coverage during open enrollment periods or loss of other coverage. Employee will not be eligible for special enrollment if other coverage is lost due to failure of employee to pay their share of premiums, fraudulent claims or voluntary drop of other coverage for any reason.

Section 3. Retirees' Health Insurance

The Grand Traverse County Road Commission's Policy Number VI-12A, Retirees' Health Insurance, See Appendix D, Retiree Health Insurance, is adopted.

A. Retirees 65 and Older, as of May 1, 2016 - Current retirees ages 65 and older will receive a \$ 112/\$224 per month stipend for "gap" insurance.

B. Early Retirees 55-65, as of May 1, 2016 - Early retirees aged 55-65 will receive a \$500 per month stipend to be used for healthcare expenses up to age 65. Early retirees will not be offered the Road Commission's group health insurance.

C. Current Employees

No retiree health insurance will be offered. An HCSP account will be set up for the employee and the employer to contribute tax free for future health care costs (within IRS guidelines) while they are employed. The HCSP account requires a mandatory employee contribution of 1% of wages, which shall be on a pre-tax basis. Employees may contribute an additional percentage of their wages, at their choosing, which would be on a post-tax basis. There will be no vesting schedule. The employee can take the funds from this account at any time they choose to leave employment at the road commission. The future contribution amount will be reviewed and established annually. For purposes of providing the retirees' health insurance coverage benefit, an eligible retiree shall be defined as any current retiree or regular employee with ten (10) years of seniority, or for all full-time employees hired after April 1, 2000, a regular employee with fifteen (15) years of seniority. In all cases, such retiree must be at least 55 years of age and a regular employee at the date of retirement.

ARTICLE XXVI - PENSION

For all employees hired before April 1, 1996, who were offered the option of the Michigan Municipal Employees' Retirement System (MMERS) Defined Benefit Plan B-3 with F55/25 waiver ("Defined Benefit Plan") or the MMERS Defined Contribution Plan, and who elected the Defined Benefit Plan, the Employer shall continue to provide and pay for the Defined Benefit Plan.

All employees hired on or after April 1, 1966, and those employees who elected the Defined Contribution Plan (as set forth above), shall be covered by the MERS Defined Contribution Plan. The Employer shall contribute 12% of the Employee's wages and the Employee must contribute 3%, as defined by the agreement.

ARTICLE XXVII - DEFERRED COMPENSATION PLAN

The Employer will provide for payroll deduction and other requirements necessary to allow employees to participate in deferred compensation plans of their choosing. The Employer reserves the right to limit the number of plans provided. The Steward and Alternate Steward, or their designated representative, shall represent the employees when meeting with the Employer to select deferred compensation plans.

ARTICLE XXVIII - GENERAL

Section 1. Payroll Deductions

Payroll deductions are allowed for financial institutions and other deductions provided for in this Agreement.

Section 2. Flexible Benefit Plan

The Employer will provide a flexible benefit plan for eligible medical benefits and dependent care expenses.

Section 3. Records for Dispute Reviews

The Employer will furnish time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute, as well as other applicable records pertaining to a specific grievance, at reasonable times, at the discretion of the Employer. Should the Employer have reason to adjust the payroll time records of an employee which will result in a change in his/her pay, after the employee has submitted such records, the Employer will notify the employee of such changes prior to the receipt of his/her paycheck, if time permits, reflecting the period the adjustment was made.

Section 4. Pay Periods

The Employer will continue to use bi-weekly pay periods. Payday will be Friday unless the Friday is a bank holiday, then the payday will be the preceding Thursday. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Electronic transfer of employee funds will be provided by the Employer, subject to the requirements of the financial institutions.

Section 5. Bulletin Boards

The Employer will provide bulletin boards at both the Traverse City and Kingsley garages for the use of the Union.

Section 6. Bargaining Unit Work

No work presently performed by the bargaining unit shall be performed by Superintendent, Foremen, or Fleet/Facility Manager, except in cases of emergency and/or public safety, or training of employees.

Section 7. Union Meetings

The Employer agrees to permit the Union to conduct their meetings on the Employer's premises after working hours with prior permission of the Manager or the Employer's representative successor. Kingsley crews may leave to come to a Union meeting one-half(½) hour prior to their quitting time, provided that they relinquish their thirty (30) minute lunch period. No use of county equipment for transportation shall be used to attend such meetings. It is further understood that the employee must notify his/her Foreman of his/her intent to attend such a meeting at least twenty-four (24) hours prior to leaving the job.

Section 8. Commercial Driver's Licenses

The Employer shall pay the license CDL renewal fee and endorsements, once every four (4) years, for any employee who is required to maintain a commercial driver's license as a condition of employment with the Road Commission. The Employer shall pay for fees for the medical certification/fitness for duty required for CDL provided that the employee utilizes the Employer's designated physician and follows the Employer's protocols relating thereto; otherwise, no payment or reimbursement will be provided. Should any employee be unable to obtain or maintain his/her commercial driver's license prior to its regular expiration for medical reasons, when such employee is required to have this license for the purpose of operating any or all of the Employer's vehicles or equipment, the Employer agrees to allow the following procedure:

- A. The employee shall be granted an accommodation which may include paid or unpaid leave as required in accordance with state and federal disability accommodation laws. During this leave of absence, the employee will not lose benefits or seniority and shall use earned and available PTO time for this leave or may accept the leave without pay.
- B. Should an employee be required to take a road test in order to obtain his/her initial commercial driver's license, the Employer will pay the cost of the initial road test and allow the employee use of Road Commission equipment needed for the test.
- C. Employees shall be required to comply with the medical certification/fitness for duty and addiction treatment provisions of the State of Michigan Commercial Driver's License renewal requirements as required under the Federal Motor Carrier Safety Administration (FMCSA).

Section 9. Mechanics' Certification

The Employer will reimburse the State of Michigan's license fee cost for mechanics certification to perform the mechanical repair work for the Employer.

ARTICLE XXIX - ACCIDENTS, EQUIPMENT AND SAFETY

Section 1. Accident and Incident Reporting

An accident is an undesired event that results in personal injury or property damage. An incident is an unplanned, undesired event that adversely affects completion of a task.

Any employee involved in an accident or an incident shall immediately report said event, any physical injury caused or sustained, any property damage caused or sustained, and all other pertinent details to their immediate supervisor following Employer's defined protocols; including making out report(s) in writing on forms furnished by the Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 2. Equipment Deficiency Notification

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

Section 3. Cooperation and Compensation

Both parties to the Agreement hold themselves responsible for mutual cooperation in the enforcement of health and safety rules and regulations. If an employee is injured on the job, he/she shall be paid from the time of injury until the end of his/her shift, even though he/she is unable to complete that shift.

ARTICLE XXX - APPAREL

Section 1. Clothing

Heavy Duty Truck Technicians

Seven (7) changes of clothing (coveralls or shirt & pants) per week will be furnished by the Employer for Heavy Duty Truck Technicians, except during seasonal work schedules when four (4) changes of clothing per week will be furnished. If an employee wears a hat/cap, it shall be in accordance with the Dress Code and Uniform for Employees Policy.

Section 2. Safety Allowance

All employees shall receive an annual specialized safety equipment reimbursement of \$400 for boots or other safety gear. All purchase receipts must be provided to the Road Commission in order to receive payment. The Employer reserves the right to examine the equipment to ensure it is compliant with ASTM or other applicable standards, prior to reimbursement. Employer will furnish personalized protective equipment (PPE) as required by state and federal law. Additional PPE required to conduct regular work activities will be purchased by the employee using the Safety Allowance Program. Any funds available under the Safety Allowance Program, following the purchase of all mandated PPE, may be used by the employee at their discretion for additional workplace safety and PPE items. Subject to disciplinary action, under no circumstance shall any employee use Safety Allowance Program funds/reimbursements for any non-safety items or safety items exclusively for personal use.

ARTICLE XXXI - DURATION AND RENEWAL

The Agreement shall commence January 1, 2024 and expire on December 31st, 2026. All prior agreements shall terminate or otherwise expire at the commencement of this Agreement.

(SIGNATURES FOLLOW)

Employer

Mark Ford
Board Chair
Paula Dignan
Board Vice Chair
Al Sakkam
Member
J. M.
Member
Ar L.
Member
Brad Klummi
Managing Director

Union

9/28/2023 9-17-23
Ch BD
Business Representative
Baraboin 9-19-23
Steward
J. M.
Alternate Steward
9-28-23
9-28-23
9/28/2023

APPENDIX A

| Wage Rates | 01/01/2024 | 01/01/2025 | 01/01/2026 |
|------------------------------------|-------------------|-------------------|-------------------|
| Road Maintenance Worker – Tier I | \$22.06 | \$22.61 | \$23.18 |
| Road Maintenance Worker – Tier II | \$22.95 | \$23.52 | \$24.11 |
| Road Maintenance Worker – Tier III | \$23.85 | \$24.45 | \$25.06 |
| Equipment Operator – Tier I | \$24.81 | \$25.43 | \$26.07 |
| Equipment Operator – Tier II | \$25.80 | \$26.45 | \$27.11 |
| Equipment Operator – Tier III | \$26.83 | \$27.50 | \$28.19 |
| Heavy Duty Truck Technician | \$22.27 | \$22.83 | \$23.40 |

Premium Pay Conditions

Heavy Duty Truck Technician wage increases of \$1.00 per hour will be added for possessing a valid CDL-A license in the State of Michigan with a current medical card as required and for completing and retaining repair certifications up to a total of 6 under the following:

Automobile and Light Truck repair categories for vehicles under 10,000 pounds G.V.W. (up to two accepted from this list)

1. Engine Repair
2. Front End, Suspension and Steering Systems
3. Brakes and Braking Systems
4. Electrical Systems
- S. Heating and Air Conditioning

Heavy-duty Truck repair categories for vehicles over 10,000 pounds G.V.W. (certification preferences to be from these categories)

1. Engine Repair - Gasoline
2. Engine Repair - Diesel
3. Drive Train
4. Brakes and Braking Systems
5. Suspension and Steering Systems
6. Electrical Systems.

A stipend of \$500.00 will be paid annually as the ASE Heavy Duty Truck Mechanic certification is obtained or re-certified.

An employee appointed to a position below will receive premium pay incentive(s) for hours worked in said position per the following table:

| Position | Criteria | | |
|-----------------|--|--------------------------------|-------------------------------|
| Site Leader | 0-1 Years Exp. \$1.50 / hr. | 1-3 Years Exp. \$1.60 / hr. | 3+ Years Exp. \$1.70 / hr. |
| | <i>Years of experience need not be consecutive</i> | | |
| Off-Shift | \$1.00 / hr. for hours worked while assigned to either an afternoon or night shift | | |

APPENDIX B

| | | | | |
|---|------------------------|--|------------------|------------|
|  <p>GRAND TRAVERSE County Road Commission</p> | JOB DESCRIPTION | | | |
| | JOB TITLE: | <i>Road Maintenance Worker - Tier II</i> | PAY RATE: | <i>TBD</i> |
| SUMMARY | | | | |
| <p>An employee in this position performs manual labor in the operation of light to heavy duty trucks and motorized equipment to repair and maintain trunkline, primary/local roads and right-of-way.</p> | | | | |
| SUPERVISION RECEIVED | | | | |
| <p>Reports to a Foreman or Supervisor and may work under the direct supervision of an Assistant Foreman or Crew Leader as assigned.</p> | | | | |
| SUPERVISION EXERCISED | | | | |
| <p>This position has no supervisory responsibilities.</p> | | | | |
| KNOWLEDGE SKILLS & ABILITIES (KSAs) | | | | |
| <p>All of the following qualifications, knowledge, skills and abilities (KSA's) are essential.</p> <p>An employee in this position, upon appointment or advancement to this role, should have the equivalent of the following:</p> <ul style="list-style-type: none"> - Expert level knowledge of and ability to conduct flagging and signage per MMUTCD standards. - Expert level knowledge of and ability to conduct towing & maneuvering of trailers. - Proficient knowledge of and ability to conduct winter road & shoulder maintenance; including snow removal / - Proficient knowledge of and ability to conduct tree trimming, cutting, and chipping. - Proficient knowledge of and ability to conduct summer road & shoulder maintenance. - Proficient knowledge of and ability to conduct culvert installation & maintenance. - Proficient knowledge of and ability to conduct mowing & brush hogging. - Basic knowledge of loading & material handling equipment. - Basic ability to interact with co-workers, supervisors and the public in a professional and courteous manner. - Knowledge of highway maintenance, construction materials, procedures, techniques, terminology and specifications. - Knowledge of the effects of weather on road surfaces. - Knowledge of occupational hazards and safety precautions applicable to the position. - Skill in reading maps. - Ability to perform the physical aspects of the position. - Ability to provide 24-7 on-call services and work overtime as needed. - Ability to understand and follow written and/or oral instructions. - Ability to communicate effectively. - Ability to perform other tasks as assigned. - Ability to work various shifts as assigned (including days, nights, weekend, and holidays as required) - Ability to pass a pre-employment driving record and background check. - Ability to pass a pre-employment drug test and physical examination. | | | | |
| EDUCATION | | | | |
| <p>Possession of a highschool degree, GED, or equivalent preferred.</p> | | | | |
| LICENSING | | | | |
| <p>Possession of a valid Michigan Class A Commercial Driver's License (CDL) with no restrictions (excluding "K").</p> | | | | |
| WORKING CONDITIONS | | | | |
| <p>Duties require bending, squatting, walking, crawling, kneeling, climbing, and reaching both to ground level and overhead; lift and carry up to 100 pounds; holds and grips objects; may be required to stand or sit for long periods of time. Duties also involve exposure to dust, pollen, and strong fumes; subject to working in a variety of extreme weather conditions; subject to constant and sometimes extreme levels of noise; susceptible to poor lighting and ventilation as well as cramped working spaces; exposure to mechanical, electrical, and chemical hazards as well as other safety hazards associated with working in and around heavy equipment and traffic.</p> | | | | |
| EXPERIENCE | | | | |
| <p>One (1) year of experience in trucking, highway maintenance, highway or building construction, farming, forestry or landscaping or any labor intensive work experience that directly involves the skills required to operate machinery, small tools, power tools, vehicles and equipment.</p> | | | | |



JOB DESCRIPTION

| | | | |
|---------------------|---|-----------------------|--------------|
| JOB TITLE: | <i>Road Maintenance Worker - Tier III</i> | PAY RATE: | <i>TBD</i> |
| FLSA STATUS: | <i>Non-Exempt</i> | REVISION DATE: | <i>DRAFT</i> |

SUMMARY

An employee in this position performs manual labor in the operation of light to heavy duty trucks and motorized equipment to repair and maintain trunkline, primary/local roads and right-of-way.

SUPERVISION RECEIVED

Reports to a Foreman or Supervisor and may work under the direct supervision of an Assistant Foreman or Crew Leader as assigned.

SUPERVISION EXERCISED

This position has no direct supervisory responsibilities.

KNOWLEDGE SKILLS & ABILITIES (KSAs)

All of the following qualifications, knowledge, skills and abilities (KSA's) are essential.

An employee in this position, upon appointment or advancement to this role, should have the equivalent of the following:

- Expert level **knowledge** of and **ability** to conduct flagging and signage per MMUTCD standards.
- Expert level **knowledge** of and **ability** to conduct towing & maneuvering of trailers.
- Expert level **knowledge** of and **ability** to conduct winter road & shoulder maintenance; including snow removal /
- Expert level **knowledge** of and **ability** to conduct tree trimming, cutting, and chipping.
- Expert level **knowledge** of and **ability** to conduct summer road & shoulder maintenance.
- Expert level **knowledge** of and **ability** to conduct culvert installation & maintenance.
- Expert level **knowledge** of and **ability** to conduct mowing & brush hogging.
- Basic **knowledge** of loading & material handling equipment.
- Basic **ability** to interact with co-workers, supervisors and the public in a professional and courteous manner.
- **Knowledge** of highway maintenance, construction materials, procedures, techniques, terminology and specifications.
- **Knowledge** of the effects of weather on road surfaces.
- **Knowledge** of occupational hazards and safety precautions applicable to the position.
- **Skill** in reading maps.
- **Ability** to perform the physical aspects of the position.
- **Ability** to provide 24-7 on-call services and work overtime as needed.
- **Ability** to understand and follow written and/or oral instructions.
- **Ability** to communicate effectively.
- **Ability** to perform other tasks as assigned.
- **Ability** to work various shifts as assigned (including days, nights, weekend, and holidays as required)
- **Ability** to pass a pre-employment driving record and background check.
- **Ability** to pass a pre-employment drug test and physical examination.

EDUCATION

Possession of a highschool degree, GED, or equivalent preferred.

LICENSING

Possession of a valid Michigan Class A Commercial Driver's License (CDL) with no restrictions (excluding "K").

WORKING CONDITIONS

Duties require bending, squatting, walking, crawling, kneeling, climbing, and reaching both to ground level and overhead; lift and carry up to 100 pounds; holds and grips objects; may be required to stand or sit for long periods of time. Duties also involve exposure to dust, pollen, and strong fumes; subject to working in a variety of extreme weather conditions; subject to constant and sometimes extreme levels of noise; susceptible to poor lighting and ventilation as well as cramped working spaces; exposure to mechanical, electrical, and chemical hazards as well as other safety hazards associated with working in and around heavy equipment and traffic.

EXPERIENCE

One (1) year of experience in trucking, highway maintenance, highway or building construction, farming, forestry or landscaping or any labor intensive work experience that directly involves the skills required to operate machinery, small tools, power tools, vehicles and equipment.



JOB DESCRIPTION

| | | | |
|---------------------|------------------------------------|-----------------------|--------------|
| JOB TITLE: | <i>Equipment Operator - Tier I</i> | PAY RATE: | <i>TBD</i> |
| FLSA STATUS: | <i>Non-Exempt</i> | REVISION DATE: | <i>DRAFT</i> |

SUMMARY

An employee in this position performs manual labor in the operation of light to heavy duty trucks and motorized equipment to repair and maintain trunkline, primary/local roads and right-of-way.

SUPERVISION RECEIVED

Reports to a Foreman or Supervisor and may work under the direct supervision of an Assistant Foreman or Crew Leader as assigned.

SUPERVISION EXERCISED

This position has no direct supervisory responsibilities.

KNOWLEDGE SKILLS & ABILITIES (KSAs)

All of the following qualifications, knowledge, skills and abilities (KSA's) are essential.

An employee in this position, upon appointment or advancement to this role, should have the equivalent of the following:

- Expert level **knowledge** of and **ability** to conduct flagging and signage per MMUTCD standards.
- Expert level **knowledge** of and **ability** to conduct towing & maneuvering of trailers.
- Expert level **knowledge** of and **ability** to conduct winter road & shoulder maintenance; including snow removal /
- Expert level **knowledge** of and **ability** to conduct tree trimming, cutting, and chipping.
- Expert level **knowledge** of and **ability** to conduct summer road & shoulder maintenance.
- Expert level **knowledge** of and **ability** to conduct culvert installation & maintenance.
- Expert level **knowledge** of and **ability** to conduct mowing & brush hogging.
- Proficient **knowledge** of and **ability** to operate loading & material handling equipment.
- Proficient **knowledge** of and **ability** to operate bucket trucks.
- Basic **knowledge** of and **ability** to operate trenching & grading equipment.
- Basic **knowledge** of and **ability** to operate hauling & trucking equipment.
- Basic **ability** to interact with co-workers, supervisors and the public in a professional and courteous manner.
- **Knowledge** of highway maintenance, construction materials, procedures, techniques, terminology and specifications.
- **Knowledge** of the effects of weather on road surfaces.
- **Knowledge** of occupational hazards and safety precautions applicable to the position.
- **Skill** in reading maps.
- **Ability** to perform the physical aspects of the position.
- **Ability** to provide 24-7 on-call services and work overtime as needed.
- **Ability** to understand and follow written and/or oral instructions.
- **Ability** to communicate effectively.
- **Ability** to perform other tasks as assigned.
- **Ability** to work various shifts as assigned (including days, nights, weekend, and holidays as required)
- **Ability** to pass a pre-employment driving record and background check.
- **Ability** to pass a pre-employment drug test and physical examination.

EDUCATION

Possession of a highschool degree, GED, or equivalent preferred.

LICENSING

Possession of a valid Michigan Class A Commercial Driver's License (CDL) with no restrictions (excluding "K").

WORKING CONDITIONS

Duties require bending, squatting, walking, crawling, kneeling, climbing, and reaching both to ground level and overhead; lift and carry up to 100 pounds; holds and grips objects; may be required to stand or sit for long periods of time. Duties also involve exposure to dust, pollen, and strong fumes; subject to working in a variety of extreme weather conditions; subject to constant and sometimes extreme levels of noise; susceptible to poor lighting and ventilation as well as cramped working spaces; exposure to mechanical, electrical, and chemical hazards as well as other safety hazards associated with working in and around heavy equipment and traffic.

EXPERIENCE

One (1) year of experience in trucking, highway maintenance, highway or building construction, farming, forestry or landscaping or any labor intensive work experience that directly involves the skills required to operate machinery, small tools, power tools, vehicles and equipment.



JOB DESCRIPTION

| | | | |
|---------------------|-------------------------------------|-----------------------|--------------|
| JOB TITLE: | <i>Equipment Operator - Tier II</i> | PAY RATE: | <i>TBD</i> |
| FLSA STATUS: | <i>Non-Exempt</i> | REVISION DATE: | <i>DRAFT</i> |

SUMMARY

An employee in this position performs manual labor in the operation of light to heavy duty trucks and motorized equipment to repair and maintain trunkline, primary/local roads and right-of-way.

SUPERVISION RECEIVED

Reports to a Foreman or Supervisor and may work under the direct supervision of an Assistant Foreman or Crew Leader as assigned.

SUPERVISION EXERCISED

This position has no direct supervisory responsibilities.

KNOWLEDGE SKILLS & ABILITIES (KSAs)

All of the following qualifications, knowledge, skills and abilities (KSA's) are essential.

An employee in this position, upon appointment or advancement to this role, should have the equivalent of the following:

- Expert level **knowledge** of and **ability** to conduct flagging and signage per MMUTCD standards.
- Expert level **knowledge** of and **ability** to conduct towing & maneuvering of trailers.
- Expert level **knowledge** of and **ability** to conduct winter road & shoulder maintenance; including snow removal /
- Expert level **knowledge** of and **ability** to conduct tree trimming, cutting, and chipping.
- Expert level **knowledge** of and **ability** to conduct summer road & shoulder maintenance.
- Expert level **knowledge** of and **ability** to conduct culvert installation & maintenance.
- Expert level **knowledge** of and **ability** to conduct mowing & brush hogging.
- Expert level **knowledge** of and **ability** to operate loading & material handling equipment.
- Expert level **knowledge** of and **ability** to operate bucket trucks.
- Proficient **knowledge** of and **ability** to operate trenching & grading equipment.
- Proficient **knowledge** of and **ability** to operate hauling & trucking equipment.
- Proficient **ability** to interact with co-workers, supervisors and the public in a professional and courteous manner.
- **Knowledge** of highway maintenance, construction materials, procedures, techniques, terminology and specifications.
- **Knowledge** of the effects of weather on road surfaces.
- **Knowledge** of occupational hazards and safety precautions applicable to the position.
- **Skill** in reading maps.
- **Ability** to perform the physical aspects of the position.
- **Ability** to provide 24-7 on-call services and work overtime as needed.
- **Ability** to understand and follow written and/or oral instructions.
- **Ability** to communicate effectively.
- **Ability** to perform other tasks as assigned.
- **Ability** to work various shifts as assigned (including days, nights, weekend, and holidays as required)
- **Ability** to pass a pre-employment driving record and background check.
- **Ability** to pass a pre-employment drug test and physical examination.

EDUCATION

Possession of a highschool degree, GED, or equivalent preferred.

LICENSING

Possession of a valid Michigan Class A Commercial Driver's License (CDL) with no restrictions (excluding "K") and tanker certification.

WORKING CONDITIONS

Duties require bending, squatting, walking, crawling, kneeling, climbing, and reaching both to ground level and overhead; lift and carry up to 100 pounds; holds and grips objects; may be required to stand or sit for long periods of time. Duties also involve exposure to dust, pollen, and strong fumes; subject to working in a variety of extreme weather conditions; subject to constant and sometimes extreme levels of noise; susceptible to poor lighting and ventilation as well as cramped working spaces; exposure to mechanical, electrical, and chemical hazards as well as other safety hazards associated with working in and around heavy equipment and traffic.

EXPERIENCE

One (1) year of experience in trucking, highway maintenance, highway or building construction, farming, forestry or landscaping or any labor intensive work experience that directly involves the skills required to operate machinery, small tools, power tools, vehicles and equipment.



| JOB DESCRIPTION | | | |
|------------------------|--------------------------------------|-----------------------|--------------|
| JOB TITLE: | <i>Equipment Operator - Tier III</i> | PAY RATE: | <i>TBD</i> |
| FLSA STATUS: | <i>Non-Exempt</i> | REVISION DATE: | <i>DRAFT</i> |

SUMMARY

An employee in this position performs manual labor in the operation of light to heavy duty trucks and motorized equipment to repair and maintain trunkline, primary/local roads and right-of-way.

SUPERVISION RECEIVED

Reports to a Foreman or Supervisor and may work under the direct supervision of an Assistant Foreman or Crew Leader as assigned.

SUPERVISION EXERCISED

This position has no direct supervisory responsibilities.

KNOWLEDGE SKILLS & ABILITIES (KSAs)

All of the following qualifications, knowledge, skills and abilities (KSA's) are essential.

An employee in this position, upon appointment or advancement to this role, should have the equivalent of the following:

- Expert level **knowledge** of and **ability** to conduct flagging and signage per MMUTCD standards.
- Expert level **knowledge** of and **ability** to conduct towing & maneuvering of trailers.
- Expert level **knowledge** of and **ability** to conduct winter road & shoulder maintenance; including snow removal /
- Expert level **knowledge** of and **ability** to conduct tree trimming, cutting, and chipping.
- Expert level **knowledge** of and **ability** to conduct summer road & shoulder maintenance.
- Expert level **knowledge** of and **ability** to conduct culvert installation & maintenance.
- Expert level **knowledge** of and **ability** to conduct mowing & brush hogging.
- Expert level **knowledge** of and **ability** to operate loading & material handling equipment.
- Expert level **knowledge** of and **ability** to operate bucket trucks.
- Expert level **knowledge** of and **ability** to operate trenching & grading equipment.
- Expert level **knowledge** of and **ability** to operate hauling & trucking equipment.
- Expert level **ability** to interact with co-workers, supervisors and the public in a professional and courteous manner.
- Basic **knowledge** of how and **skill** to lead & supervise others (frontline leadership).
- **Knowledge** of highway maintenance, construction materials, procedures, techniques, terminology and specifications.
- **Knowledge** of the effects of weather on road surfaces.
- **Knowledge** of occupational hazards and safety precautions applicable to the position.
- **Skill** in reading maps.
- **Ability** to perform the physical aspects of the position.
- **Ability** to provide 24-7 on-call services and work overtime as needed.
- **Ability** to understand and follow written and/or oral instructions.
- **Ability** to communicate effectively.
- **Ability** to perform other tasks as assigned.
- **Ability** to work various shifts as assigned (including days, nights, weekend, and holidays as required)
- **Ability** to pass a pre-employment driving record and background check.
- **Ability** to pass a pre-employment drug test and physical examination.

EDUCATION

Possession of a highschool degree, GED, or equivalent preferred.

LICENSING

Possession of a valid Michigan Class A Commercial Driver's License (CDL) with no restrictions (excluding "K") and tanker certification. Hazmat certification preferred.

WORKING CONDITIONS

Duties require bending, squatting, walking, crawling, kneeling, climbing, and reaching both to ground level and overhead; lift and carry up to 100 pounds; holds and grips objects; may be required to stand or sit for long periods of time. Duties also involve exposure to dust, pollen, and strong fumes; subject to working in a variety of extreme weather conditions; subject to constant and sometimes extreme levels of noise; susceptible to poor lighting and ventilation as well as cramped working spaces; exposure to mechanical, electrical, and chemical hazards as well as other safety hazards associated with working in and around heavy equipment and traffic.

EXPERIENCE

One (1) year of experience in trucking, highway maintenance, highway or building construction, farming, forestry or landscaping or any labor intensive work experience that directly involves the skills required to operate machinery, small tools, power tools, vehicles and equipment.



| JOB DESCRIPTION | | | |
|------------------------|------------------------------------|-----------------------|--------------|
| JOB TITLE: | <i>Heavy Duty Truck Technician</i> | PAY RATE: | <i>TBD</i> |
| FLSA STATUS: | <i>Non-Exempt</i> | REVISION DATE: | <i>DRAFT</i> |

SUMMARY

An employee in this position performs manual labor in the inspection, service, maintenance, and operation of light to heavy duty trucks, motorized equipment, and related componentry.

SUPERVISION RECEIVED

Reports to a Fleet & Facilities Manager and may work under the direct supervision of an Assistant Foreman or Crew Leader as assigned.

SUPERVISION EXERCISED

This position has no direct supervisory responsibilities.

KNOWLEDGE SKILLS & ABILITIES (KSAs)

All of the following qualifications, knowledge, skills and abilities (KSA's) are essential.

An employee in this position, upon appointment or advancement to this role, should have the equivalent of the following:

- **Knowledge** of truck and equipment safety and practices
- **Knowledge** of operation of front-end loaders, graders, excavators, dozers, compactor and other pieces of heavy equipment
- **Knowledge** of ground speed control systems
- **Knowledge** of hydraulic fluid power systems and controls
- **Knowledge** of and **ability** to use welding equipment; MIG, ARC, plasma cutting and gas torches
- **Knowledge** of tier-four final exhaust emission systems
- **Knowledge** of Caterpillar, Cummins, Detroit, Allison, and anti-lock brake (ABS) diagnostic software and troubleshooting.
- **Knowledge** of maintenance and repair of mechanical equipment and systems
- **Knowledge** of computerized fleet maintenance management principles as related to equipment
- **Ability** to use material handling equipment (gantry crane, hoists, and fork trucks)
- **Ability** to use hand and power tools applicable to trade
- **Ability** to accurately use rules, calipers, micrometers, and other related measuring tools
- **Ability** to perform inspections and make necessary adjustments to conform to job specifications
- **Ability** to perform other tasks as assigned
- **Ability** to work overtime and be on-call during all times of the day, nights, weekends, and holidays
- **Ability** to work various shifts as assigned
- **Ability** to pass a pre-employment driving record and background check.
- **Ability** to pass a pre-employment drug test and physical examination.

EDUCATION

Possession of a highschool degree, GED, or equivalent preferred

LICENSING

Michigan Chauffers Driver's License required.

Class A Commercial Driver's License (CDL) preferred.

Minimum of one (1) State of Michigan Certification for Heavy-Duty Truck repair preferred.

WORKING CONDITIONS

Duties require bending, squatting, walking, crawling, kneeling, climbing, and reaching both to ground level and overhead; lift and carry up to 100 pounds; holds and grips objects; may be required to stand or sit for long periods of time. Duties also involve exposure to dust, pollen, and strong fumes; subject to working in a variety of extreme weather conditions; subject to constant and sometimes extreme levels of noise; susceptible to poor lighting and ventilation as well as cramped working spaces; exposure to mechanical, electrical, and chemical hazards as well as other safety hazards associated with working in and around heavy equipment and traffic.

EXPERIENCE

One (1) year of experience in heavy-truck and/or equipment engine, drive train, brakes / braking systems, suspension / steering systems, electrical systems, or any labor intensive work experience that directly involves the skills required to inspect, service, maintenance, and operate light to heavy duty trucks, motorized equipment, and related componentry.

APPENDIX C

| | | |
|---------------------------------|---|---|
| Policy Number Section VI-14A | TUITION AND TRAINING REIMBURSEMENT | Date Adopted: 11-03-93 Revised: 02-07-01 Revised 02-26-2015 |
|---------------------------------|---|---|

All regular full-time employees who received approval by the Manager for educational courses and training that are job related and deemed beneficial to the Road Commission, and who have completed twelve (12) months of employment, may receive tuition and training reimbursement. At the Manager's sole discretion, preapproves an employee's curriculum that will earn a degree, the employee will be reimbursed for elective and required courses tuition costs as long as the employee is making timely progress in completing the degree.

Tuition and training reimbursement shall be limited to eight (8) credit hours per semester plus one-half of the cost of books up to \$500 per semester. Reimbursement will be made on the basis of one-half (1/2) of the tuition fee upon enrollment and with a receipt indicating that the tuition has been paid, and one-half (1/2) the tuition upon completion of the course with a passing grade. Documentation of the passing grade should be submitted along with the request for the final half (1/2) of the tuition plus any book reimbursement request to the Accounting Department. Tuition and training reimbursement will not be made retroactively.

APPENDIX D

| | | |
|---------------------------------|-----------------------------------|--|
| Policy Number Section VI-12A | RETIREES' HEALTH INSURANCE | Date Adopted: 04-02-79 Revised: 08-18-04 Revised: 10-21-15 |
|---------------------------------|-----------------------------------|--|

Motion by Marek, seconded by Nelson to adopt the revised policy VI-12A as presented.

CURRENT RETIREES 65 AND OLDER

- Will receive \$112/\$224 per month stipend for “gap” insurance.

EARLY RETIREES 55-65

- Will receive a \$500 per month stipend to be used for healthcare expenses up to age 65.
- Early retirees will not be offered the road commission group health insurance.
- Current employees as of May 1, 2016, if they choose to retire on or before May 1, 2016, who meet the criteria to retire, will be able to retire and receive the “Early Retiree” benefit.

CURRENT EMPLOYEES

- No retiree health insurance will be offered.
- A HCSP account will be set up for the employee and the employer to contribute tax free for future health care costs (within IRS guidelines) while they are employed.
- There will be no vesting schedule. The employee can take the funds from this account at any time they choose to leave employment at the road commission.
- The employer will contribute a one-time amount of \$95 per month multiplied by years of service to establish this program for each current employee hired prior to May 1, 2016.
- For the first calendar year, beginning May 1, 2016, the employer will contribute \$80 per month into the HCSP account of each employee. The future contribution amount will be reviewed & established annually.