

AGREEMENT BETWEEN

BOARD OF COUNTY ROAD COMMISSIONERS OF GRAND TRAVERSE COUNTY

AND

TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214

EFFECTIVE JANUARY 1ST 2026 THROUGH DECEMBER 31ST 2027

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AGREEMENT

THIS AGREEMENT, effective January 1st, 2026, between the BOARD OF COUNTY ROAD COMMISSIONERS, of the 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," express all mutually agreed covenants between the parties hereto.

ARTICLE 1 – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the 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 2 – 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 works 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 3 – 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 reclassify 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 employee conduct, set work standards, and require the observance of these 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/modifications or new rules, regulations, and policies that 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 at a 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 that calls for immediate action, including but not limited to severe storms, floods, debris on roads, riots, epidemics, or declarations of emergency called by a 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, making reports to the Employer, and making sure job assignments are done correctly and completely. When a Site Lead is designated by the Manager or their designee to supervise several employees or complete technical training outside the workplace. An employee shall receive premium pay while designated as the site lead.

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 their designee assigns a Site Lead, the employee will receive premium pay while working in that role and will be paid the premium on holiday, PTO, and bereavement time while designated to the site lead role.

ARTICLE 4 - 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 has 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 bylaws 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

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. The 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 the 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 purpose of complying with Sections 1 and 2 of this Article.

ARTICLE 5 – 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 the 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 6 – 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 employees 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

The board meeting packet will be available online to the Steward(s). A paper copy will not be provided.

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 7 – 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 before the occurrence of such visits.

ARTICLE 8 - 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 Manager 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.

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 9 - 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 that include a loss of pay (e.g., suspensions) that were issued more than three (3) years prior to imposing discipline on any current charge.

ARTICLE 10 - 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 the 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 11 - 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 name, hire date, and employee number of all employees of the unit entitled to seniority.
- B. The Employer will keep the seniority list up to date and will post the list on the 1st of the month on the bulletin board in the Traverse City location.

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 the Grand Traverse County Road Commission.
- B. He/she is discharged, and the discharge is not reversed through the procedures outlined 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 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 employment of the Grand Traverse County Road Commission.
- D. The Employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer. In such cases, the procedure set forth in Article 11, 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 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 consistently with other provisions of this agreement.

ARTICLE 12 - 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; 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 workforce 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 13 - CLASSIFICATIONS AND EQUIPMENT CHANGES

The Position Classifications and Hourly Wage Rates are outlined in Appendix A – Wages.

ARTICLE 14 - JOB CLASSIFICATIONS AND JOB POSTINGS

Section 1. Assigned Work for Job Classifications

The duties and responsibilities for each job classification are outlined in Appendix B.

Section 2. Openings in Job Classifications

When an opening occurs in any job classification within the bargaining unit, the Employer will post notices 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 and Tier

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 based on 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 to be 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 15 - TRAINING

Section 1. Paid Training

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

ARTICLE 16 - HOURS OF WORK AND OVERTIME

Section 1. Work Schedule

The typical workday for regular full-time employees shall be eight (8.0) consecutive hours per day, including a thirty (30) minute paid lunch period. The usual work week for regular full-time employees shall consist of five (5) workdays and shall generally be forty (40) hours in 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 times of each shift shall be established by the Employer as required to meet operating schedules.

Section 2. Summer Work Schedule

The Summer Work Schedule will normally begin on the first full week of May and end on the Friday before Labor Day. The Employer will give the Union reasonable notice of modification to the start or end of the Summer Work Schedule. The Employer reserves the right to modify this schedule based on 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 4:00 p.m. with a paid 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 3. 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 3, 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 4. 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 5. Preferred Overtime List

The Employer will post the monthly Preferred Overtime Sign Up list. Management will notify the appropriate employee on the list according to the specific duties required. Once the list is exhausted and additional personnel are needed, Management will call in other employees not on the list.

Shop and Signal Technicians will have their own call-in procedure.

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 6. 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

Call-in availability on the part of the employee is mandatory from November 1 to March 31.

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 a mandatory call-in if:

- The employee is assigned a day shift, and the call occurs after 10:00 AM
- The employee is assigned an afternoon shift, and the call occurs after 2:00 PM
- The employee is assigned a night shift, and the call occurs after 9:00 PM

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

Employees who do not answer or are not available for three or more mandatory call-ins within a rolling 30-day period will be subject to written disciplinary action. Employees who have a pattern of not answering or not attending mandatory call-ins for five (5) or more occurrences, within a 90-day rolling period, will be subject to written disciplinary action.

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 the Employee does not answer the phone, the Employer will move on. If the Employer gets the Employee's voicemail, the Employer will move on.

Section 7. Paid Lunch Break

Breaks on the regular scheduled work week will be replaced with a paid thirty (30) minute lunch break.

The paid lunch will generally be taken between 11:30 a.m. and 12:00 noon. Deviations from the scheduled lunch break may be necessary from time to time due to the nature of the work being performed. Site Leads reserve the right to modify the lunch time by ½ hour from the usual scheduled lunch time, depending on the workflow. A restaurant or store may be used for lunch if it is close to the job and travel time is included in the allotted lunch break time.

This paid lunch break will be implemented on a one-year trial period. Management reserves the right to revert to an unpaid lunch with one break.

ARTICLE 17 - 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. Employees who are granted leave of absence for more than 30 consecutive days/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 for advising 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 for advising 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 for the leave of absence 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 the 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 18 - 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 the employee's take-home pay after taxes. During such leave employees may continue their health, dental, vision, and life insurance for up to one (1) year as allowed by the carriers. Seniority will continue to accrue for two (2) years during such leave.

Employees may be eligible for paid compensation from the Road Commission during the first week of a Worker's Compensation Leave that doesn't extend beyond the two-week duration as required for entitlement of wage loss benefits for the first week of absence as established in the Michigan Worker's Disability Compensation Act.

Section 1. Definition

Under the Michigan Worker's Disability Compensation Act, compensation is provided for disability or death resulting from a work-related injury or disease, i.e., one that arises out of and in the course of employment, without regard to who may be at fault. The right to recovery of benefits is subject to the provisions of the Worker's Disability Compensation Act.

Section 2. Scope

Under the Michigan Worker's Disability Compensation Act, there is a 7-day waiting period for wage loss benefits. If a disability lasts beyond one week, the worker is entitled to wage loss benefits as calculated under the Act as of the eighth day after injury. If a disability continues for two weeks or longer, then the worker is entitled to be paid compensation as calculated under the Act for the first week of disability from the date of disablement. All such wage loss benefits are paid through the Road Commission's workers' compensation carrier.

Section 3. Eligibility

To be eligible for compensation from the Road Commission for up to 40 hours of regular base wage during the first seven calendar days of absence from work due to a work-related injury or disease, when the total time off for the work-related injury or disease is less than two weeks, the employee must promptly report the injury to his or her supervisor, be seen by the physician's office provided by the Road Commission, and be deemed restricted from work by the physician where reasonable accommodations cannot be provided.

Section 4. Basic Rules and Regulations

The Road Commission will follow the Michigan Worker's Disability Compensation Act, the rules and regulations promulgated under the Act, and the determinations made by the Road Commission's workers' compensation carrier.

ARTICLE 19 - HOLIDAYS

Section 1. List

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

New Year's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Fourth of July	Christmas Eve
Cherry Festival Holiday	Christmas Day
Labor 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 a 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 20 - PAID TIME OFF / EARNED SICK TIME

This Paid Time Off (PTO) policy is an all-purpose time off policy for eligible bargaining unit employees to use for vacation, illness or injury, and personal business. It combines traditional vacation, sick leave, and personal plans into one flexible paid time-off policy. Employees are responsible for using their PTO in a way that is best for their own situation and needs. This policy exceeds the minimum requirements of ESTA.

According to the Earned Sick Time Act (ESTA), employees are entitled to 1 hour of paid sick leave to be earned for every 30 hours worked, up to 72 hours per year.

This PTO policy is designed to meet the requirements of ESTA while allowing employees to use the time for additional purposes at the employee's choice.

When an employee uses paid time off (PTO) for ESTA reasons, they must advise the Employer. If the reason to use ESTA is foreseeable, seven (7) days' advance notice is required. If the reason for ESTA leave is not foreseeable, the Employer must be notified as soon as practicable.

Section 1. Accrual of PTO

Employees accrue PTO weekly based on their years of service at GTCRC. Accrual begins upon hire, and employees can use accrued PTO as soon as it is earned. There is no waiting period to use available PTO.

PTO is accrued based on the employee's length of service and hours worked. PTO hours do not accrue while on unpaid leaves of absence. PTO hours will accrue on all hours paid but shall not include hours in excess of forty (40) hours per week. Employees who are paid less than 40 hours a week will receive pro-rated PTO based on hours paid, unless otherwise noted in this agreement.

The chart below shows the weekly accrual rate for an employee who works 40 hours/week based on the employee's Anniversary Date.

Years of Service	Weekly Accrual Rate	Maximum Annual Accrual
Upon Hire	1.92	100 hours
2 nd – 4 th Anniversary	2.31	120 hours
5 th – 7 th Anniversary	3.08	160 hours
8 th – 14 th Anniversary	3.46	180 hours
15 th + Anniversary	3.85	200 hours

The two current employees (#416, #424) hired on or before June 24, 2016, accrue 4.85 hours/week.)

Section 2. Rate of Pay for PTO Leave

Employees are paid at their regular hourly rate or base rate of pay. Overtime, Holiday Pay, or other special forms of compensation are excluded from the employee's PTO pay rate.

Section 3. Eligible Uses Under This Paid Time Off (PTO) Policy

ESTA Covered Purposes: For detailed information on eligible uses covered under ESTA, refer to the "ESTA Covered Use" Section.

Section 4. PTO Usage and Reporting

PTO can be used in 15-minute increments. Employees must provide notice and documentation as outlined in the "ESTA Covered Use" Section and the Attendance rules outlined in the Work Rules and Regulations. 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).

The PTO bank is flexible and can be used for ESTA-covered or non-ESTA-covered purposes, as outlined in the "ESTA Covered Use" and "Non-ESTA Covered Use" sections.

All PTO granted under this policy is intended first to meet the requirements of ESTA. Any paid time off used from this PTO benefit for any reason will be counted toward the minimum required under ESTA.

Employees who wish to claim the rights and privileges afforded to them by ESTA must notify the employer that their time off request is for an ESTA-covered purpose. All absences, scheduled and unscheduled, unless otherwise noted in this agreement, must use PTO first before using unpaid time off.

Section 5. PTO Carry Over at the End of the Calendar Year

At the end of the Calendar Year, employees who have accrued PTO will have an option to rollover the accrued PTO to the following calendar year for use as Paid Time Off (PTO). Employees can roll over up to 120 hours to use the next calendar 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 6. PTO Conversion at the End of the Calendar Year

At the end of the Calendar Year, employees who have a minimum of 72 hours of accrued PTO have an option to “convert” the hours above 72 hours to any one or combination of the Health Savings Account, qualified Flex Spending Account, MERS Health Care Savings Program, and/or approved Deferred Compensation Plans. Up to 50% of the employee’s “Maximum Annual Accrual” amount is eligible for conversion.

Conversion Process Details

- The employee’s eligible balance for payout is calculated based on the employee’s pay rate on December 31 to figure a lump sum.
- A mandatory MERS contribution is made to the MERS Defined Contribution Plan at 3%.
- A mandatory MERS contribution is made to the MERS Health Care Savings Plan at 21%.
- The remaining 76% of the lump sum can be contributed to any combination of the following: Qualified Health Savings Account, Qualified Flexible Spending Account, MERS Health Care Savings Program (HCSP), and/or approved Deferred Compensation Plans.

PTO hours converted to the MERS HCSP are subject to a mandatory tax percentage for conversion into the employee’s account.

Section 7. Transfer of PTO

If the employee has a minimum of 72 hours accrued, they may choose to “transfer” the hours above 72, or a portion of the hours above 72, to another employee who has a qualified need, as defined under the US Department of Labor Family Medical Leave Act (FMLA). The employee wishing to transfer the PTO must maintain a balance of at least 72 hours of PTO. The employee’s manager and HR will verify the qualifications and amount of the PTO transfer with both employees. Transfer hours will be based on the donor’s rate of pay divided by the recipient’s rate at the time of transfer.

Section 8. PTO Upon Termination

Unused PTO will be paid out upon termination, retirement, or death at the employee’s regular pay rate. Probationary employees are not eligible for PTO payout upon termination, retirement, or death.

Section 9. PTO Upon Rehire

If an employee is rehired within 2 months of their separation date, they will be eligible to use any unused and available PTO from prior employment without a waiting period.

Section 10. PTO and Coordination with Leave and Bereavement

ESTA may run concurrently with Family Medical Leave Act (FMLA)-approved leave or other Leave, provided that the leave meets the requirements of both ESTA and FMLA. If ESTA leave is used concurrently with FMLA under this policy, requirements on advance notice, unforeseeable leave, and documentation requirements will be applied as described in the “ESTA Covered Use” section. Once the ESTA leave is exhausted, the FMLA provisions apply to the remainder of the FMLA leave.

An employee granted leave under FMLA must use all but forty (40) hours of their PTO during the leave; any remaining leave will be unpaid.

An employee may use PTO to cover unpaid days when the Employer is closed, for additional holidays not recognized by the Employer, and for Bereavement leave. If an employee is using PTO and, during that time off, becomes eligible for Bereavement leave, the employee's time off may be amended to reflect Bereavement instead of PTO.

Section 11. Non-ESTA Covered Purposes

This section outlines the policy for using and approving Paid Time Off (PTO) for purposes not covered under the Earned Sick Time Act (ESTA). PTO is designed to provide employees with flexible paid time off from work that can be used for various personal needs.

Employees may use PTO for any of the following non-ESTA reasons:

- Vacation - Time off for rest, relaxation, and personal travel.
- Personal Days - Time off for personal matters, including errands or personal business.
- Family Events - Time off to attend family events such as weddings, graduations, or other significant family gatherings.
- Bereavement - Time off to grieve and attend services for the loss of a loved one.
- Illness - Time off for personal or family illness once 72 hours of ESTA/PTO have been exhausted

PTO Request Submission

- Employees must submit a PTO request through the company's designated system or to their direct supervisor. When requesting PTO, employees must acknowledge that using it for non-ESTA-covered purposes counts toward and, therefore, reduces the amount available for ESTA-covered purposes.
- 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.

PTO Approval Criteria

- PTO requests will be reviewed based on business needs, staffing levels, and the timing of the request.
- Approval is subject to the discretion of the employee's supervisor and the availability of PTO balance.
- Approval or denial of a request for scheduled PTO time for non-medical reasons will be made at the discretion of the employee's direct supervisor and shall not be arbitrary or capricious. The Employer shall respond to all PTO requests in a timely manner.

Section 12. ESTA Covered Purposes

This section outlines the purposes for which an eligible employee can use paid leave under the Earned Sick Time Act (ESTA). It also defines who is considered a family member and the requirements for providing notice and documentation for using ESTA leave.

An employee is entitled to use PTO for ESTA-covered purposes for any of the following reasons:

A. Personal or Family Health Needs

- The employee's or the employee's family member's mental or physical illness, injury, or health condition.
- Medical diagnosis, care, or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition.
- Preventive medical care for the employee or the employee's family member.

B. Domestic Violence or Sexual Assault

- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical or psychological care or other counseling for physical or psychological injury or disability.
- To obtain services from a victim services organization.
- To relocate due to domestic violence or sexual assault.
- To obtain legal services related to domestic violence or sexual assault.
- To participate in any civil or criminal proceedings related to or resulting from domestic violence or sexual assault.

C. Child's Health or Disability

- For meetings at a child's school or place of care related to the child's health or disability or the effects of domestic violence or sexual assault on the child.

D. Public Health Emergencies

- For closure of the employee's place of business by order of a public official due to a public health emergency.
- For an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- When it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.

The employee will not be required to search for or secure a replacement worker as a condition for using PTO/ESTA for ESTA-covered purposes.

Definition of "Family Member" includes:

- Biological, adopted, or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee, an employee's spouse, domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- Grandparent.
- Grandchild.
- Biological, foster, or adopted sibling.
- Any other individual related by blood or affinity whose close association with the employee is the

equivalent of a family relationship.

- “Domestic partner” means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships.
- “Committed relationship” means one in which the employee and another individual share responsibility for a significant measure of each other’s common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

Section 13. Using PTO for ESTA Purposes - Notice and Documentation Requirements

Declaration of ESTA Covered Use:

- If an Employee is using PTO for an ESTA-covered purpose, the employee must notify the employer according to the Work Rules and Regulations. Employees should provide sufficient information for the employer to determine whether the leave meets the eligible uses under the ESTA. The employer may ask additional questions about the nature of the leave to determine if the leave meets the eligible uses.

Advance Notice:

- If the need for Earned Sick Time is foreseeable, the employee must provide advance notice of the ESTA-covered use of PTO as soon as possible, but the employee is not required to provide more than seven days prior to the date.

Unforeseeable Leave:

- If the need for Earned Sick Time is not foreseeable, the employee must give notice as soon as the employee is aware of the need to use earned sick time and before the start of the employee’s regularly scheduled workday according to the Work Rules and Regulations.

Section 14. Absence and Tardiness Notification

Daily employee attendance is essential for the successful operation of the Road Commission. Absence and tardiness notification is addressed in the Work Rules and Regulations.

ARTICLE 21 – COMPENSATORY TIME

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; otherwise, compensatory time provisions do not apply.
- One and one-half (1.5) hours of compensatory time and compensatory time off are 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 in which it was earned.
- Accrual period starts January 1 and ends November 30.

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 in which 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, as denoted in Article 20 – 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 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 will be paid the first pay period ending in December of the same calendar year in which the compensatory time was earned. No carryover to the following calendar year.
- 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 22 - BEREAVEMENT

An employee will be paid up to three (3) scheduled days off as bereavement leave in the event of the death of an employee's immediate family member. This time is available for preparation or attendance of funeral or memorial service(s) that occur 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 23 - DISABILITY

Section 1. 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 medical, dental, and vision, and life to the extent allowable by carriers, not to exceed one (1) year. An employee may not accrue PTO while on medical or disability leave.

ARTICLE 24 - 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.

ARTICLE 25 - 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 of each year and will be a part of any successor Agreement, when ratified. At least two plans will be offered, one Point of Service (POS) plan, and one Healthcare Maintenance Organization (HMO) with a Health Care Savings Account (HSA). 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 and vision insurance at the current benefit levels or with a reasonable plan.

Employees may reapply in writing for insurance coverage during open enrollment periods or loss of other coverage. Employees will not be eligible for special enrollment if other coverage is lost due to failure of the employee to pay their share of premiums, fraudulent claims, or voluntary drop of other coverage for any reason.

Section 2. Employee Health Insurance Opt-Out

Employees may elect, in writing, to waive the Employer's health insurance coverage. Those employees who waive medical, dental, and vision coverage will be paid \$325 per month, paid semi-monthly, in lieu of health insurance. Employees who elect dental and/or vision only will have premiums deducted from the \$325/month, reducing their opt-out benefit.

Section 3. Current Employees

The Employer contributes to a MERS Health Care Savings Plan (HCSP) account for each full-time employee. The Employer contributes a set annual amount to the HCSP for future health care costs (within IRS guidelines). The HCSP account requires a mandatory employee contribution of 1% of wages, 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 is no vesting schedule. The employee can withdraw funds from this account at any time

after leaving employment with the road commission. The Employer contribution amount will be reviewed and established annually.

ARTICLE 26 - PENSION

All full-time employees shall be enrolled in 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 Defined Contribution Plan.

ARTICLE 27 - DEFERRED COMPENSATION PLAN (457B)

The Employer will provide for payroll deduction and other requirements necessary to allow employees to participate in a deferred compensation plan (457B). 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 28 - 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 before 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 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 the Superintendent, Foremen, or Fleet/Facility Manager, except in cases of emergency and/or public safety, or training of employees. Non-Bargaining Unit Employees may be assigned by the Employer to perform bargaining unit work when there is a shortage of manpower due to emergencies, sickness, injury, disability, vacation, or the leave of absence of bargaining unit 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 county equipment shall be used for transportation 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. 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.

Section 10. Complete Agreement

This Agreement replaces any and all practices, policies and procedures inconsistent with the terms here in, and that any and all practices, policies, and procedures related to the wages, hours, and working conditions of the

bargaining unit employees, and that any previous fringe benefit or working condition not incorporated herein or by reference is hereby negated. The Work Rules and Regulations and Bargaining Unit Employee Handbook are referenced in this Agreement and used in conjunction with this Agreement.

ARTICLE 29 - 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 the 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 the same equipment 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 30 - 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.

Section 2. Safety Allowance




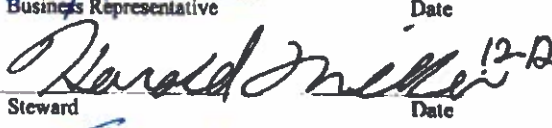
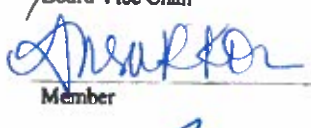




All employees shall receive an annual Safety Allowance of \$400 per calendar year on January 1 for safety boots or other safety gear that meets approval. New employees will receive a pro-rated amount for the remaining months of the year in the first year of employment.

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 approved workplace safety and PPE items.

Use of the Safety Allowance funds/reimbursements for any non-safety items or safety items exclusively for personal use will be subject to disciplinary action.

ARTICLE 31 - DURATION AND RENEWAL

The Agreement shall commence January 1, 2026, and expire on December 31st, 2027. All prior agreements shall terminate or otherwise expire at the commencement of this Agreement.

Employer		Union	
	12-18-25		12-12-25
Board Chair	Date	Business Representative	Date
	12-18-25		12-12-25
Board Vice Chair	Date	Steward	Date
	12-18-25		12-12-25
Member	Date	Alternate Steward	Date
	12-18-25		
Member	Date		
	12-18-25		
Member	Date		
	12-12-25		
Managing Director	Date		

APPENDIX A – WAGES

Wages are effective the first full payroll period after this Agreement is effective and approved by both parties.

Section 1. Base Rates

The base wage rate for full-time bargaining unit employees will be:

Step	1/1/2026 Base (Starting Rate)	1/1/2027 Base (3% Increase)
0–1 Year	\$27.00	\$27.81
1–2 Years	\$27.75	\$28.58
2–3 Years	\$28.50	\$29.36
3–4 Years	\$29.00	\$29.87
4–5 Years	\$29.50	\$30.39
5+ Years	\$30.00	\$30.90

Section 2. Hourly Differentials Added to Base Wage

Position	Additional Pay Details
Heavy Duty Technician	+\$1.00/hour for CDL-A +\$0.75/hour per professional certificate (up to 6 – see list below) • Heavy-duty certifications preferred • Up to three light automotive certificates accepted
Sign & Signal Technicians	+\$1.00/hour for CDL-A or CDL-B +\$1.50/hour for Michigan Journeyman Electrician License +\$0.75/hour per certificate (up to 4 certificates, max \$3.00/hour) <u>Certifications from IMSA or IPSI:</u> • Signs & Pavement Markings Technician I <u>OR</u> Traffic Signal Technician I • Work Zone Temporary Traffic Controller Technician • Roadway Lighting Technician I • Traffic Signal Field Technician II
Road Maintenance Worker	+\$0.50/hour if CDL A license has <u>both</u> Doubles and Tanker endorsements
Site Lead	+\$1.50/hour while designated as a Site Lead
Off Shift Premium	+\$1.00/hour for hours worked on the afternoon or night shift

Section 3. Heavy Duty Technician Certifications

Automobile and Light Truck repair categories for vehicles under 10,000 pounds G.V.W.

Up to three are accepted from this list:

- Engine Repair
- Front End, Suspension and Steering Systems
- Brakes and Braking Systems
- Electrical Systems
- Heating and Air Conditioning

Heavy-duty Truck repair categories for vehicles over 10,000 pounds G.V.W.

Certification preferences are from this list:

- Engine Repair - Gasoline
- Engine Repair - Diesel
- Drive Train
- Brakes and Braking Systems
- Suspension and Steering Systems
- Electrical Systems

APPENDIX B – JOB DESCRIPTIONS

See attached job descriptions for:

- Road Maintenance Worker
- Sign and Traffic Signal Technician
- Heavy Duty Technician

Road Maintenance Worker

Job Description

Department: Operations	Reports To: Foreman
Location: On-site, TC	Schedule: Full-time, Days, Nights, Monday – Friday
FLSA Status: Non-Exempt	Wage: Hourly w/overtime for over 40 hours/week
Date of Revision: November 2025	

Job Summary

The Road Maintenance Worker performs a variety of manual and skilled tasks related to the maintenance, repair, and construction of roads, bridges, drainage systems, and related infrastructure. This position involves operating equipment, performing physical labor in various weather conditions, and ensuring public roadways are safe and well-maintained. Each Road Maintenance Worker in the Operations Department may have a different or focused skill set, and job duties may vary slightly for each depending on those skills. This position is part of a team of Road Maintenance workers who work together to carry out the essential functions of the job.

Essential Functions

Duties, responsibilities, and activities may change, or new ones may be assigned at the Road Commission's discretion based on the season and/or organizational needs.

- Performs routine maintenance on roads, shoulders, ditches, culverts, and rights-of-way
- Operates and maintains a variety of light and heavy equipment (e.g., dump trucks, bucket trucks, trenching and grading equipment, loaders, snowplows, rollers, etc.) safely and according to GTCRC protocols
- Tows and maneuvers trailers loaded with material and/or equipment
- Uses a variety of small motorized and non-motorized hand tools safely and according to GTCRC protocols
- Patch potholes, seal cracks, and repair asphalt and gravel surfaces
- Sets up and maintains traffic control and safety signs during maintenance and repair operations
- Clears debris, trees, and animals from roadways
- Removes snow and spreads sand or salt during winter maintenance according to GTCRC protocols
- Follows procedures and protocols for material usage on roads during winter maintenance
- Installs, maintains and repairs drains, culverts, catch basins, and storm drains
- Conducts minor repairs and preventive maintenance on tools, equipment, and machinery
- Mows and brush-hogs road shoulders and rights-of-way
- Uses chainsaw, chipper, and other tools and equipment to trim and clear trees
- Follows all safety regulations and reports hazards or equipment malfunctions to supervisors
- Uses appropriate software and GIS applications to follow maps and complete reports
- Performs related duties as assigned by the Foreman and/or Supervisor of the Road Commission

Desired Minimum Qualifications

- High School Diploma or GED required, Specialized education in the field preferred
- Must have a valid and current Michigan Class A Commercial Driver's License (CDL-A) with no restrictions excluding K – Intrastate Only
- Knowledge and experience in highway maintenance, construction materials, procedures, techniques, terminology, and specifications is highly preferred.
- Must be able to provide 24-7 on-call services and work overtime during winter hours according to the bargaining unit agreement
- Must be able to pass a pre-employment physical, drug screen, background check, and driving record check
- Must be able to pass random drug screening according to DOT regulations
- Regular and consistent attendance is a requirement for every position at GTCRC

Knowledge, Skills, and Abilities

- Ability to effectively work independently and with a team of Road Maintenance Workers
- Responds to inquiries and questions from contractors, property owners, and the public with diplomacy, tact, and professionalism, even in situations that involve conflict
- Must be able to establish and cultivate relationships with Road Commission staff and partners
- Follows GTCRC protocols for safely completing job duties and maintains knowledge/certifications

Physical Demands & Work Environment

The physical demands described here are representative of those required of an employee to perform the essential functions of this job successfully. Reasonable accommodation may be available.

- Work is performed outdoors, in trucks/machinery, on construction sites, on roads, and in the right-of-way
- Able to perform manual labor in a variety of outdoor weather conditions, including extreme snow and rain
- Hand-eye coordination is necessary to operate equipment, tools, and machinery
- Frequently required to stand and walk on a variety of terrains
- Frequently required to use arms to hold hand and power tools, cut and drag trees, dig and carry
- Frequently use hands and fingers to drive, handle controls, and use tools
- Frequently required to climb, balance, and kneel, sometimes while carrying equipment
- Must be able to lift 50 pounds frequently; occasionally lift to 75 pounds
- Frequently exposed to dust, pollen, strong fumes, loud noise, poor lighting, mechanical and electrical hazards, as well as road traffic and hazards associated with working in and around heavy equipment
- Must be able to use close and distance vision
- Must be able to speak and write English

Grand Traverse County Road Commission is an equal opportunity employer that prohibits discrimination and harassment. Employment decisions are based on qualifications, merit, and organizational needs.

Sign and Traffic Signal Technician Job Description

Department: Bargaining Unit	Reports To: Supervisor
Location: On-Site	Schedule: Full-time, Days, Monday – Friday
FLSA Status: Non-Exempt	Wage: Hourly
Date of Revision: November 2025	

Job Summary

The Sign and Signal Technicians perform installation, diagnosis, repair, and maintenance of electrical and non-electrical traffic signal equipment, signs, and devices. This department is responsible for permanent signs and signals and assists the Safety Coordinator with repairs and maintenance of temporary traffic signals used during construction and in emergency traffic conditions.

Essential Functions

Duties, responsibilities, and activities may change, or new ones may be assigned at the Road Commission's discretion based on the season and/or organizational needs.

- Installs, maintains, and operates all traffic control devices and auxiliary equipment
- Troubleshoots, repairs, and performs preventative maintenance on traffic signals and other traffic devices both routinely and during emergencies
- Answers and responds to incoming phone calls and emails from citizens, employees, and vendors
- Uses the computer, tablet, and phone to input service requests into appropriate software, create work orders, and create progress notes in software according to the organization's standards
- Assists with scheduling, prioritizing work assignments, and assigning work crews to jobs/work sites based on safety and traffic
- Stays up to date on safety best practices and works to set up a safe work zone while on job sites
- Assists with the development, installation, inspection, and estimation of the cost of new, temporary, and upgrades of traffic signals and signs
- Acts as backup for temporary traffic control operations to maintain traffic and safety on roadway construction projects
- Maintains and troubleshoots all GTCRC assets of the Sign and Traffic Signal Department
- Interprets electrical schematics and installation plans; reads wiring and location diagrams as needed
- Understands and can fix and modify controllers, conflict monitors, and communication radios
- Fabricates, installs, and removes street signs, posts, and all necessary accessories
- Locates signal lines and other GTCRC underground utilities
- Calls MISSDIG for GTCRC Signs and Signals projects
- Assists and coordinates with other road agencies, municipalities, and contractors as needed

- Maintains records and reports of repair and maintenance work as required
- Assists in managing and ordering parts/materials, including inventory and budget
- Maintains necessary training to complete the job safely and efficiently
- Assists with training new employees in company procedures and policies related to signs and traffic signals
- Uses appropriate technology and software to maintain and monitor assets
- Recommends change to policies or procedures to improve operations
- Assists with field operations and patrolling when needed
- Assists the Superintendent with administrative tasks as requested
- Works on special projects as assigned

Desired Minimum Qualifications

- Two years of college education, and five years of related experience, including construction inspection, traffic control, and signal maintenance, preferred
- Three years within the traffic signal industry, with associated certifications preferred (IMSA Traffic Signal Certification Level I, II, and III), preferred
- Knowledge of the engineering principles, practices, and materials used in road maintenance and construction, specifically the Michigan Manual of Uniform Traffic Control Devices, AASHTO, MOOT Specifications for Construction, and the Michigan Vehicle Code, preferred
- Knowledge of electrical schematics, principles, and theories
- Knowledge of the laws, regulations, and policies related to Road Commission activities preferred
- Must have and maintain a valid driver's license and the ability to drive and/or travel to local sites, CDL-A preferred
- Must be able to perform emergency work on a 24-hour basis
- Skilled at the use of MS Office, ArcGIS, and other applicable software, or aptitude to learn
- Regular and consistent attendance is a requirement for every position at GTCRC

Knowledge, Skills, and Abilities

- Must be able to interact with staff, vendors, subcontractors, and the public with diplomacy, tact, and professionalism, even in situations that involve conflict
- Must be able to establish and cultivate relationships with Road Commission staff and partners
- Strong attention to detail, with an ability to spot electrical and clerical errors
- Excellent verbal and written communication and active listening skills
- Able to meet deadlines and prioritize work

Physical Demands & Work Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be available.

- Work is performed in both office and roadway job sites, including aerial bucket work
- Must be able to drive with a valid driver's license
- Frequently required to stand, sit, and walk
- Frequently use hands and fingers to type, handle, and use office equipment
- Frequently required to balance, kneel, and reach, sometimes while carrying equipment
- Must be able to lift up to 10 pounds frequently, up to 50 pounds occasionally
- Must be able to use close and distance vision
- Must be able to speak and write English
- Ability to work with electricity safely

EEO Statement

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Heavy-Duty Technician

Job Description

Department: Operations	Reports To: Fleet and Facilities Manager
Location: On-site, TC, Kingsley	Schedule: Full-time, Days, Nights, Monday – Friday
FLSA Status: Non-Exempt	Wage: Hourly w/overtime for over 40 hours/week
Date of Revision: November 2025	

Job Summary

The Heavy-Duty Technician is responsible for inspecting, diagnosing, maintaining, and repairing heavy-duty trucks, construction equipment, light-duty trucks, and related machinery and tools used in road maintenance and snow removal operations. This position ensures that all vehicles and equipment are safe, reliable, and meet operational standards to support the Road Commission's maintenance and public safety goals. These positions also have occasional facility maintenance duties.

Each Heavy-Duty Technician in the department may have a different or focused skill set, and job duties may vary slightly for each technician depending on those skills. This position is part of a team of Heavy-Duty Technicians who work together to carry out the essential functions of the job.

Essential Functions

Duties, responsibilities, and activities may change, or new ones may be assigned at the Road Commission's discretion based on the season and/or organizational needs.

- Performs preventive maintenance and safety inspections on heavy-duty and light-duty trucks, snowplows, graders, loaders, and other fleet vehicles
- Diagnoses and repairs mechanical, electrical, hydraulic, and pneumatic systems
- Conducts engine, exhaust, brake system, transmission, and other mechanical troubleshooting and repair
- Maintains and repairs snow and ice control equipment such as plow blades, spreaders, and hydraulic hoses and controls
- Uses welding equipment to repair and fabricate as needed for vehicle and equipment repairs, including MIG, ARC, plasma cutting, and gas torches
- Uses diagnostic tools and software to identify mechanical and electronic issues
- Maintains accurate maintenance records and work orders in accordance with department policies
- Assists in ordering and inventorying parts, tools, and supplies when needed
- Operates equipment for testing and repair verification
- Follows all safety regulations, policies, and environmental standards
- Conducts maintenance and repairs according to GTCRC protocols; follows procedures and checklists
- Responds to emergency repair calls during winter storms or other off-hours situations as needed
- Operates lifts, cranes, and forklift trucks safely to complete job duties
- Repairs and maintains facility equipment and fixed assets such as garage doors and light fixtures
- Works closely and cooperatively with suppliers, vendors, and subcontractors
- Reports hazards or equipment malfunctions to supervisors
- Uses appropriate software and GIS applications as needed

- Performs related duties as assigned by the Fleet and Facilities Manager

Desired Minimum Qualifications

- High School Diploma or GED required, Specialized education in the field preferred
- Valid and current Michigan Class A Commercial Driver's License (CDL-A) with no restrictions excluding K – Intrastate Only, highly preferred
- State of Michigan Heavy Duty Truck repair certifications are highly preferred
- Previous experience as a mechanic with transferable skills is required
- Able to read and understand technical writing, including manuals and diagrams
- Must be able to work on-call and overtime during winter hours according to the bargaining unit agreement
- Must be able to pass a pre-employment physical, drug screen, background check, and driving record check
- Must be able to pass random drug screening according to DOT regulations
- Regular and consistent attendance is a requirement for every position at GTCRC

Knowledge, Skills, and Abilities

- Ability to effectively work independently and with a team of Technicians
- Must be able to work independently and efficiently, able to troubleshoot and collaborate when needed
- Must be able to establish and cultivate relationships with Road Commission staff and partners
- Follows GTCRC protocols for safely completing job duties and maintains knowledge/certifications

Physical Demands & Work Environment

The physical demands described here are representative of those required of an employee to successfully perform the essential functions of this job. Reasonable accommodation may be available.

- Work is performed in the shop, outdoors, in trucks/machinery (on the roadway in emergency cases)
- Able to perform manual labor in a variety of climate conditions and under heavy-duty trucks on lifts
- Hand-eye coordination is necessary to work on equipment, tools, and machinery
- Frequently required to stand and walk on a hard surface
- Frequently use hands and fingers to drive, handle controls, and use tools
- Frequently required to climb, balance, and kneel, sometimes while carrying equipment
- Must be able to lift 50 pounds frequently; occasionally lift to 75 pounds
- Frequently exposed to dust, pollen, strong fumes, loud noise, poor lighting, mechanical and electrical hazards, as well as road traffic and hazards associated with working in and around heavy equipment
- Must be able to use close and distance vision

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