

5/31/96

AGREEMENT BETWEEN
NEWAYGO COUNTY ROAD COMMISSION
AND
LOCAL UNION NO. 214,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

Dated: June 1, 1993.

Newaygo County Road Commission

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THIS AGREEMENT, made and entered into this 1st day of June, 1993, by and between the NEWAYGO COUNTY ROAD COMMISSION (hereinafter referred to as the "Employer"), and LOCAL UNION NO. 214, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representative at all levels and among all employees.

ARTICLE 1

RECOGNITION AND UNIT

Pursuant to and in accordance with all applicable provisions of Act 336 of the Michigan Public Acts of 1947, as amended by Act 379 of the Michigan Public Acts of 1965, the Commission recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for the term of this Agreement for all regular full time hourly rated employees of the Commission, but excluding all temporary and seasonal employees, office and clerical employees, engineer, foremen and all other supervisors.

ARTICLE 2

CLASSIFICATION AND DEFINITION

a. A regular and full time employee, for purposes of this Agreement, shall be an employee who has completed his probationary period and is available on a year-around basis to work the normal workweek as defined herein; and a casual or temporary employee is an employee used to perform seasonal work to assist the regular work force. Said casual or temporary employee accumulates no seniority and normally is hired for a period not to exceed four (4) months in any calendar year. They shall not be used to take the place of full time employees, except when other full time employees are not available. They

shall not work overtime except if a temporary employee is involved on a job which requires overtime he shall be permitted to do the job if seniority employees are not available on the job at the time.

b. Foremen shall include all maintenance foremen, the construction foreman, and the shop foreman.

ARTICLE 3

UNION SECURITY

a. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

b. All eligible employees who are not members of the Union shall as a condition of continued employment, pay to the employees' exclusive bargaining representative an amount of money equal to that paid by other employees in the bargaining unit who are members of the unit, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For each new employee the payment shall start thirty-one (31) days following employment.

ARTICLE 4

CHECK-OFF OF DUES

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 214 and pay such amount deducted to said Local No. 214, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorization and whose dues have been deducted from their paychecks.

Where an employee, who is on check-off, is not on the

payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months.

Monthly agency fees and initial agency fee will be deducted by Employer and transmitted to the Union in the same manner as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE 5

NO DISCRIMINATION

It is the policy of the Commission and the Union that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, creed, sex, or national origin, height, weight or age or handicap, and in accordance with the American Disability Act.

ARTICLE 6

MANAGEMENT RIGHTS

The employer retains exclusively all the customary and normal functions of management, including, but not limited to, the direction of the staff, the full and exclusive right to hire, transfer, promote, demote, discharge, discipline employees: To promulgate rules and regulations upon proper notification to the Union governing the conduct of the employees and to require their observance: To make temporary job assignments in accordance with the contract: To change jobs or establish new jobs as required by the installations of new machinery or equipment or a change in operating procedure: To establish and direct the location and methods and means of work, job assignments and work schedules: To maintain order and efficiency: and To accomplish the reduction of the work force for lack of work or other legitimate purposes; to supervise the proper use of equipment, to subcontract subject only to the restriction set forth below in the Article on Subcontracting, and introduce new and improved methods and facilities and to change existing methods and facilities, subject to the seniority and other terms of this Agreement.

ARTICLE 7

SUBCONTRACTING

The Commission will not, so long as appropriate equipment and qualified employees are immediately available, contract out work normally performed by employees of this Bargaining Unit.

ARTICLE 8

MILITARY SERVICE

Any employee who leaves the Service of the Company for military service under the provisions of any law, shall upon completion of his service, be entitled to all the re-employment rights to which he is entitled under such law.

ARTICLE 9

PROBATIONARY EMPLOYEES

All new full time employees shall be considered on probation for the first sixty (60) calendar days of employment. After completion of sixty (60) calendar days of continuous service or service without interruption except for absence with permission of the Commission, their names shall be placed on the seniority list as of the date of hiring.

There may be one (1) 30 calendar day extension of the probationary period by mutual agreement of the parties.

ARTICLE 10

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way changes wages, hours or working conditions of said employees, or any individual employees or which in any way may be considered a proper subject for collective bargaining. Any such agreement entered into in violation of this Agreement shall be null and void.

ARTICLE 11

SENIORITY, JOB POSTING AND TRANSFERS

Section 1. Seniority is defined as length of service with the Commission; shall be determined from the last date of hire, and shall be applied only as specifically set forth in this Agreement.

Section 2. An employee shall lose his seniority for the following reasons:

- (a) If the employee quits.
- (b) If the employee is absent from work for three (3) consecutive working days without notice or even if notice is given, without good cause, including three (3) days absence, following the end of a leave of absence.
- (c) If the employee is discharged and not reinstated.
- (d) If the employee is laid off for lack of work for a period of time in excess of eighteen (18) months.

Section 3. The principles of seniority herein described shall be applied to layoffs, recalls, job vacancies, and choice of vacations, as prescribed herein.

Section 4. Whenever layoffs for lack of work are involved, the following shall apply:

The employee in the wage classification affected with the least seniority in the wage classification shall be offered displacement rights of the lowest seniority employee in another classification for which he has both the ability to perform the available work within the fifteen (15) day trial period set forth in Section 7 herein, and the necessary complement of mechanic's hand tools as required by the job, any employees so displaced from other wage classification will have the same displacement rights. Such employees may accept the work offered at the rate of their wage classification for the trial period after which they will receive the rate of the classification of the job to which they are reassigned or they may elect to go on layoff. The Stewards shall be the last laid off, providing they are able to perform the work available.

Section 5. Employees laid off will be recalled in reverse order of layoff.

Section 6. Recall Procedure. When employees laid off for lack of work are to be recalled, the following method will be used by the Commission:

- (a) The employee or his wife will be called by telephone or notified in person of his recall and the date on which he is to return to work.
- (b) If an employee cannot be contacted personally under (a) above, the Commission will send a certified letter notifying the employee of his recall to work and the date of his return.
- (c) Any employee notified in accordance with (a) or (b) above, who fails to report for work by the end of the proper shift on the second working day after receipt of the notice shall be considered to have quit unless the employee presents an acceptable reason for his failure to report. Any employee working elsewhere at the time of recall who gives notice within five (5) working days that he will return to work shall have a total of ten (10) days after notice of recall in which to return to work before he shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the two (2) working day period specified above, then the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his correct address and telephone number on file with the Commission, and the Commission shall not assume any responsibility in the event notices are not received because the last address and telephone number is not correct.

The Commission reserves the right to temporarily fill any job during the processing of recalls in any manner it sees fit.

Section 7. Job Posting. Whenever a vacancy is to be filled because of an employee leaving the service of the Commission or because additional employees are needed, the Commission will post job openings for one (1) week specifying the classification and equipment by number, if any, to be operated. All regular employees within the bargaining unit shall be eligible to bid for posted jobs. Such postings will take place within five (5) days after vacancy occurs. This procedure shall not apply to replacement equipment. The employee operating the equipment to be replaced shall operate the new equipment if he is able to handle it. Bids shall be awarded within five (5) days after closing. This bid procedure shall apply to new equipment that is a different type from existing equipment.

There will be a fifteen (15) day trial period for all employees who change jobs pursuant to the bidding or recall procedure outlined in this section, during which time the employee at his option may return to his former job. The employee may be returned to his former job when he clearly demonstrates to the Commission his inability to qualify for the job. Once an employee exercises his right to fill a job vacancy pursuant to the bidding procedure outlined in this section, he will be barred from applying for any other job vacancies that may develop for six (6) months thereafter (and this bar shall apply even if within the fifteen (15) day period specified as a trial period he chooses to return to his former job); provided, however, if there are no other bids, the six months bar does not apply. New employees are not eligible to bid during their first six months of employment. Temporary and/or seasonal employees are not eligible to bid.

Procedure: When a job or a piece of equipment is up for bid, there should be a single list posted and the Commission will, upon seniority, go through a single posting list for the filling of that job. Employees who bid on it must be able to perform the job with their present ability, if not, then the job will be reposted. Where these jobs are reposted and no regular employee bids, the job will be assigned by reverse seniority, provided the employee assigned has the ability to perform the job and does not have a bid job. In the event the job cannot be filled, it shall be reposted every six (6) months.

An employee who moves to a different classification under the job bid procedure will retain his rate in his former classification until he has demonstrated through actual performance on the new job classification that he is qualified to perform the job or for a maximum period of thirty (30) days, whichever is shorter, after which he will receive the rate of the new classification.

The Commission reserves the right to fill without using the Job Posting procedure assignments of a seasonal nature; and all assignments for casual or part time employees for periods not to exceed four (4) calendar months. Seasonal and/or casual jobs shall be described as, but not limited to, the following: Extra help or summer jobs, mower operators, painters, brush cutters, and crack pourers. Temporary and seasonal employees are defined in Article 2, Classification and Definition.

Section 8. The Commission will post in the garage revised seniority list quarterly.

Section 9. During scheduled overtime periods or scheduled weekend work, the senior employee within the classification needed shall be scheduled to work.

Section 10. An employee in a classification subject to the jurisdiction of this Agreement, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in the non-bargaining unit position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he has at the time of his promotion. This section shall not apply to members of the bargaining unit who assist the survey team or other bargaining unit employees who may do work outside the scope of this contract which is not supervisory. Such employees shall continue to accumulate seniority during such periods of work.

Section 11. Temporary Transfers. In case of temporary transfers during the workday for the Commission's convenience, employees are obligated to accept such transfers. An employee when temporarily transferred to work in a classification with a higher rate of pay will work in the higher classification for a period up to one (1) day at his regular rate. In case of transfers to higher rated jobs for a period of one (1) full day or more, the employee will be paid at the higher rated job commencing at the beginning of the first full shift on such job. Upon return to his regular classification, his rate will be the same rate paid before his temporary transfer.

ARTICLE 12

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievances are defined as disputes and differences, with respect to the wages, hours and other terms and conditions of the contract, between the parties, and any grievance filed shall refer to the facts and section of the contract pertaining to such alleged violation.

Section 2. The following grievance procedure shall be followed:

First Step: Any employee having a grievance, no later than ten (10) working days after a dispute or grievance arises or should have been learned to arise, may take the matter up with his foreman, either with or without the Steward. This discussion may take place during working hours and on Company time. The foreman will give his answer at this discussion, if it is within his scope of authority, or as soon as possible if further authority is needed, but no longer than one (1) day. If the employee wishes a Steward present, he will notify his foreman, who will arrange for the

Steward's presence. If the grievance is not settled, then:

Second Step: The grievance will be put in writing, with a copy to the clerk of the Commission and delivered to management within three (3) working days after conclusion of the First Step discussion. Management will place its answer on the grievance and return it within three (3) working days after receipt of the written grievance. Unless the grievance is put in writing and delivered to management within three (3) working days, it will be considered dropped. If this matter is not resolved at the Second Step, then:

Third Step: The grievance may then be presented by the local Union at a meeting attended by the Foreman, the Manager, the Steward, the Chief Steward, the Business Agent and the grievant. Failure to ask for Third Step meeting within five (5) working days of the date of management's answer will result in dropping of the grievance. Management's answer will be given within five (5) working days after the Third Step meeting. Either party may have a legal representative at such meeting. If not settled, then:

Fourth Step: Arbitration. If the grievance is not settled by the decision of the Road Commission, it may be referred by either party to arbitration within the limits set forth in the arbitration clause.

The President and/or Executive Board of the Union has the right to refuse to arbitrate the grievance of a Union member.

Cases not appealed to arbitration within thirty (30) calendar days from the date of the last meeting under the grievance procedure shall be considered withdrawn; provided that, within the thirty (30) calendar days time limit, a case may be withdrawn by mutual agreement without prejudice to either party.

Each party shall select one representative and the two so selected shall choose a third person who shall act as the impartial arbitrator. In the event the parties cannot agree on the impartial arbitrator, the Federal Mediation and Conciliation Service between the parties will be asked to present a panel of arbitrators from which the parties shall select an arbitrator pursuant to the Commission's procedures. The decision of the arbitrator shall be binding upon both parties and the costs and expenses of the arbitrator shall be borne equally by both parties.

The Arbitrator shall only have the power to arbitrate any grievance as to the interpretation or application or alleged violation of any of the provisions of this agreement or a dispute which is related to but which is not a specific part thereof. He shall have no power to establish or revise any wage rates nor to rule on the administration of the retirement plans or the insurance programs.

ARTICLE 13

STEWARDS

The main garage shall contain a Chief Steward; and a Steward who shall act in the Chief Steward's absence. The Union shall notify the Manager of the names of these union officials. The authority of Stewards and Alternates so designated by Local Union shall be limited to and shall not exceed the following duties and activities:

- (1) The investigation and presentation of grievances with his Employer or the designated Commission representative in accordance with the provisions of the collective bargaining agreement;
- (2) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing; or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The Steward, during working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances at the first three steps of the grievance procedure but excluding the fourth step of arbitration. The Employer shall pay the bargaining committee to negotiate during working hours. The Foreman will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided

herein. Any alleged abuse will be a proper subject for discussion with the Steward involved and for discipline if the discussion fails to prevent repetition of the abuse.

Continuous and uninterrupted functioning of the Commission and orderly collective bargaining relations between the Commission and the Union to secure prompt and fair disposition of grievances being essential consideration of this Agreement, it is agreed that the Union and its members, individually and collectively, will not, during the term of this Agreement, call, cause, permit, sanction, take part in, or assist in any strike, picketing, sit-down production, or interference with work in or about the Company plants or premises. In case of violation of the terms of this no strike provision, the Commission may avail itself of any and all remedies available to it to secure relief from such violation.

The authority of the Union Steward shall be limited to acts or functions which said Stewards are expressly authorized to perform in this Agreement.

ARTICLE 14

ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classification covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights. Any leave of absence taken shall be deducted from the vacation credits of the employee taking such leave.

Section 2. At the discretion of the Employer, reasonable time off, without discrimination or loss of seniority rights and without pay, will be granted to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 15

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever.

Section 2. Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article 12 above may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 16

PROTECTION OF RIGHTS

Section 1. It shall not be a violation of this agreement, nor shall it be cause for discharge or disciplinary action in the event an employee refuses to cross a properly authorized legal primary picket line, except in case of emergency.

Section 2. In case of grievances involving the application of this Article, the grievance will be filed at Second Step of the grievance procedure, any other provision of this Agreement to the contrary notwithstanding.

PART II

ARTICLE 17

HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be Monday through Friday, eight (8) hours each day. Except for Janitor, Grease Man, Night Mechanic and Night Patrol; the regular starting time shall be 7:00 a.m., E.S.T., and quitting time shall be 3:30 p.m., E.S.T.

Section 2. Time and one-half the employee's regular rate shall be paid for hours before or after the designated hours set by the Commission and for work on Sundays, holidays observed under this contract, and for work performed on Saturdays, and for hours over forty (40) hours per week. No overtime will be allowed unless the employee is requested to work by supervision.

Section 3. Overtime Call-In. In case of overtime work the senior operator of the equipment needed shall be called first. Any employee so called for overtime work shall be guaranteed two (2) hours pay at time and one-half his rate of pay. If he is not available, then the next senior employee in the same classification with the equipment needed shall be called next. The employee who reports can use the equipment needed for the overtime work whether it is assigned to him or not.

- (a) If overtime is needed while a second or third shift is already working and the overtime is not of a limited duration, ie. such as a couple of hours, then the senior employee shall be called in for the assignment under the current unscheduled overtime guidelines stated in Overtime Call-In above.

After all employees in the classification needed have been called, the employees in the heavy equipment classification shall be called next by seniority, then the commission shall go to the general seniority list for call-in, provided the employee called shall have the ability and skill required to perform the work.

If overtime is needed while a second or third shift is already working and the overtime is not of a limited duration, i.e. such as a couple of hours, then the senior employee shall be called in for the assignment under the current overtime guidelines.

If no one voluntarily accepts the call-in, it shall be assigned to the lowest seniority employee in the classification needed.

Any employee on vacation or sick on a scheduled shift

shall not be considered for call-in until their next regularly scheduled shift, unless there is an emergency and they are needed.

Section 4. Early Reporting Pay. Employees called in prior to the starting time for their normal work week, Monday through Friday, shall be paid time and one-half their regular rate of pay for all hours worked prior to their normal shift starting time.

Section 5. Any employee called to work or permitted to come to work for his regular shift without having been notified that there will be no work shall receive four (4) hours' pay.

Section 6. Lunch and Rest Periods. A lunch period will be scheduled during each shift for not less than half an hour. The morning coffee break at 9:00 a.m. shall be fifteen (15) minutes. (An individual employee shall be able to take a break once in the afternoon provided that in so doing he does not stop or interfere with his assigned job operation.) Employees will be paid for time spent during rest periods but not for lunch time unless requested to work by supervision. During the lunch period and rest periods the equipment shall not leave the general job area or route. The morning rest period shall not be taken prior to 9:00 a.m. during the normal work day.

Section 7. There shall be no pyramiding or duplication of overtime premiums.

Section 8. During scheduled overtime periods or scheduled weekend work, the senior employee in the classification needed shall be scheduled to work.

Section 9. Wash-up Time. A wash-up period of ten (10) minutes duration shall be provided prior to the scheduled quitting time. Wash-up time will be granted only at the end of the day. Generally, the contractual ten minutes wash-up time is intended to be taken prior to the end of the scheduled shift during each work day. However, if the foreman approves overtime work at the end of the regularly scheduled shift, then wash-up time can be taken on overtime.

Also, if the foreman approves a job assignment for an employee so near the end of the regular work day that the employee could not perform the assignment and also have ten minutes wash-up period prior to the regular end of the shift, then all or part of the wash-up period can take place on overtime.

Section 10. Second Shift. The employer may establish a second shift during the months of December through March. This shift shall be for eight hours each day Monday through Friday. The majority of hours on the second shift shall be after 4:00

p.m. and prior to midnight. The second shift shall be filled by the highest seniority employee who voluntarily wants to be on said shift with his bid equipment. If no employee voluntarily wants said second shift, then the least seniority employee shall be assigned. A lunch period and coffee break shall be provided for as in Section 6 of this Article. The lowest seniority employees' trucks shall be day and night shift equipment for use during emergencies and breakdowns. The second shift premium shall be fifteen cents per hour worked.

Section 11. Third Shift. The employer may establish a third shift during the months of December through March. This shift shall be for eight hours each day, Monday through Friday. The majority of hours on the third shift shall be after midnight and prior to 7:00 a.m. The third shift premium shall be twenty cents per hour worked.

Section 12. If the particular job to which an employee is assigned during the regular work day requires overtime, that employee shall be permitted to continue on the job and perform the overtime work.

This shall not be interpreted as "scheduled overtime period or scheduled weekend work" within the meaning of Article 11, Section 9, or within the meaning of Article 17, Section 8.

It is further agreed between the parties that where the Commission can efficiently assign the senior employees within a particular classification to work within their regular classification, which the Commission knows in advance of the beginning of the workday will involve overtime work, the Commission will do so.

Section 13. Dual Job Classification Employees. An employee shall have seniority only on the primary equipment (truck) to which he is assigned, unless his particular bid equipment (dual) is being used.

Section 14. Four Day Work Week. Upon agreement by both parties, the four-day, ten-hour per day work week shall take effect each year of the contract. It is agreed between the parties named below that the following provisions shall be revised in order to adopt a four-day, ten-hour per day work week for a period commencing in May and terminating in September each calendar year (specific days to be determined on a yearly basis). This four-day, ten-hour per day program may terminate earlier by mutual agreement of the parties.

The following articles of the current Labor Contract between the parties shall be revised as follows:

Article 17, Hours of Work and Overtime, Section 1. The normal work week shall be Monday through Thursday, ten (10) hours

each day; the regular starting time shall be 6:00 a.m., E.D.T., and the quitting time shall be 4:30 p.m., E.D.T.

Article 18, Vacations. All references shall be changed from days into hours; for example, Section 1(1), five days shall become 40 hours, 6 days shall become 48 hours. When vacation is used, it shall be charged in hours. The minimum vacation time used shall be ten (10) hours, or one full working day. Any vacation hours in an amount less than one full working day remaining unused at the end of an employee's vacation year, shall be paid in cash in lieu of paid time off.

Article 19, Sick Leave. All references in this article shall be changed from days into hours; for example, in Section 1, one day shall become eight (8) hours, 150 days shall become 1200 hours, and 75 days shall become 600 hours.

Article 19, Sick Leave, Section 4. Delete the one day minimum for use of sick leave.

Article 21, Jury Duty. Revise the first paragraph to change Monday through Friday to Monday through Thursday.

ARTICLE 18

VACATIONS

Section 1. Employees shall be entitled to vacation pay on the following basis:

(a) All full time employees shall be entitled to five (5) days vacation with pay after one (1) year of service, and additional days with pay for years of service thereafter according to the following schedule:

One (1) year	Five (5) days
Two (2) years	Six (6) days
Three (3) years	Seven (7) days
Four (4) years	Eight (8) days
Five (5) years	Ten (10) days
Six (6) years	Ten (10) days
Seven (7) years	Eleven (11) days
Eight (8) years	Twelve (12) days
Nine (9) years	Thirteen (13) days
Ten (10) years	Fifteen (15) days
Eleven (11) years	Fifteen (15) days
Twelve (12) years	Sixteen (16) days
Thirteen (13) years	Seventeen (17) days
Fourteen (14) years	Eighteen (18) days
Fifteen (15) years	Twenty (20) days
Twenty (20) years or more	Twenty-five (25) days

(b) Employees who have completed one (1) or more years of continuous service with the employer since their last hiring date, as of the anniversary dates of their employment by the employer, shall be eligible for vacation with pay in accordance with Section 1 (a); provided, the employee has worked or been paid by the employer for five hundred (500 hours) scheduled hours in the year, as of his anniversary date of employment.

Section 2. Vacation is to be taken in the year following the year in which it is earned. If vacation is not taken in the year following the year in which it is earned, then the employee shall make a request to the superintendent to carry a maximum of 10 vacation days over into the following year.

Section 3. The time of the vacation shall be approved by the Commission upon a ten (10) day advance written and dated request by the employee, except that advance request may be waived by the Commission. Up to three (3) days of vacation time may be taken by an employee without notice, but with permission from the Commission.

Section 4. In cases of personal leave, there shall be no accumulation of earned vacation.

Section 5. Unused Vacation. When an employee quits, retires or is terminated, he shall be paid for unused vacation in lieu of paid time off. (He shall not be permitted to remain on the payroll and use his vacation a day or two at a time in order to retain his employee status, if he is not actively at work at the time.) Employees shall be entitled to pro-rata vacation pay for the time worked during their last year of work.

ARTICLE 19

SICK LEAVE AND FUNERAL LEAVE

Section 1. All full time employees shall be allowed one (1) day sick leave for each month that an employee works at least one week. An employee may accumulate a maximum one hundred fifty (150) days. Upon retirement or death, 50% of the unused accumulated sick leave days shall be paid, to the maximum of 75 days of pay.

Section 2. Sick leave pay will start the first day of sickness or injury, whether it occurs on or off the job.

Section 3. Absence for sickness shall be reported to the foreman within the first day and, if of more than two days duration shall be supported by a doctor's certificate if requested by the Commission. Abuse of this policy will result in dismissal of the employee involved.

Section 4. There shall be a minimum period of one (1) day for use of sick leave.

Section 5. The sick leave list shall be posted once each year.

Section 6. An employee's accumulated sick leave shall be used as a supplement to workmen's compensation benefits to provide the employee with one day's pay per day of absence when absent due to workmen's compensation.

Section 7. Use of Sick Leave. Once an employee starts use of sick leave for a designated illness, he shall remain on sick leave for all consecutive work days thereafter, until he is able either to return to work or until his sick leave is exhausted, whichever occurs first.

Section 8. Funeral Leave. Three (3) days leave with pay may be taken in case of death in the employee's immediate family. Immediate family shall include only: wife, son, son-in-law, daughter, daughter-in-law, step-children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandparents of spouse, grandchildren and step-parents of the employee.

ARTICLE 20

HOLIDAYS

Section 1. Pay at the employee's regular rate for a full day shall be allowed full time employees after one (1) year's service for the following holidays: New Year's Day, Memorial Day, July Fourth, Good Friday, the Friday before Labor Day, Labor Day, Thanksgiving, day after Thanksgiving, day before Christmas, Christmas, and the employee's birthday. A holiday falling on Saturday will be celebrated on the preceding Friday. A holiday falling on Sunday will be celebrated on the following Monday. Additional time will be paid for hours worked on all such holidays.

Section 2. In order to qualify for such holiday pay, the employee must work the full number of scheduled hours before and after the holiday, except in case of illness of employee, supported by a doctor's certificate if requested by the Commission, or death in the family.

Section 3. If such a holiday falls within an employee's scheduled vacation period, and the employee would have been eligible for the holiday pay for that holiday but for the vacation, the employee shall receive an extra day off with pay for that holiday.

ARTICLE 21

JURY DUTY

Section 1. When an employee who would otherwise be scheduled to work is summoned for jury duty, he shall be reimbursed at his base rate at straight time for a regular full day for each day spent on jury duty that he would have otherwise worked, Monday through Friday. The employee shall be required to turn in his county jury duty pay check when he receives it.

The Commission's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any calendar year.

If an employee is called to testify in any court proceeding that is in relation to or is a result from his job, it will be paid as if jury duty.

ARTICLE 22

INSURANCE AND PENSION

Section 1. The Commission has the right to change the retirement plan carrier, but it must maintain the present level of benefits or better with a company doing business in the State of Michigan. This plan is compulsory for new employees of the Road Commission. The Road Commission is having an actuarial study done for the John Hancock Plan and the M.E.R.S. Plan to enable a proper decision on the best pension plan carrier. This question will be finally determined in the wage re-opener in the 1994 contract year.

Section 2. The Commission will provide Comprehensive Hospital Coverage - Semi Room Service Rider D45NM, Riders F & SA; MVF-1 Riders FC & SD; Master Medical Benefits Option #1; Prescription Drug Plan known as \$2.00 Co-Pay; Rider ML; and Rider IMB/OB. The Commission also has the same right described above to change the hospitalization plan carrier. The Commission shall offer either an HMO or an equivalent plan at the same level of coverage at no cost to the employee.

- (a) Premiums. The Commission agrees to pay the cost of the insurance premiums to provide benefits under the current Insurance Program for employees and dependents.
- (b) The insurance coverage and termination of coverage for employees will be in accordance with the master policy and the Commission's liability is limited to timely payment for the amounts of the premium. Coverage is in effect after ninety (90) days of employment for the

hospitalization insurance.

Section 3. Life Insurance. The Commission agrees to provide the life insurance benefit of \$15,000. and \$15,000. accidental death and dismemberment benefits for each employee in addition to any life insurance benefits provided in the Pension Plan.

Section 4. Continuation of Premium Payment. The Commission agrees to pay the cost of the insurance premiums for hospitalization insurance and for the life insurance commencing after the employee's sick leave has expired on the following schedule:

- (a) Layoffs: Premiums shall continue to be paid for sixty (60) days.
- (b) Sickness not related to the Job: Premiums shall continue to be paid for six (6) months.
- (c) Workmen's Compensation due to Injuries on the Job: Insurance premiums shall continue to be paid for a period of one (1) year.

Section 5. Retirement. The Commission amends the Retirement Plan to provide for full retirement benefits at age sixty-two (62) for all participating employees in the Retirement Plan. All new employees of the Road Commission are required to join the Retirement Plan. Commission pays full costs of the Plan.

The Commission agrees to pay the premiums to provide hospitalization for retirees and spouses from the normal retirement date of age sixty-two (62) with ten (10) years or more of service, or from early optional retirement date of age fifty-five (55) with ten (10) years or more of service, and continuing until the retiree and his spouse reach age sixty-five (65).

The normal retirement benefit is one and one-half (1½) percent of the Average Annual Compensation times completed years of service prior to the effective date and completed years and months of future service.

Pension benefits shall become payable to eligible retirees effective upon the date the employee terminates employment at the Newaygo County Road Commission. Employees who are physically able to perform Road Commission work may work to age seventy (70).

Section 6. Dental/Vision Plan. The Commission will provide Dental/Vision coverage under the Michigan Conference of Teamsters Welfare Fund and agrees to pay the premiums to provide benefits under plan "A"

Section 7. Health and Welfare Fund and Pension Fund. Contributions to the Health and Welfare Fund and to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but not under provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare and/or Pension Fund.

Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund and Pension Fund for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contribution to the Health and Welfare and/or Pension Funds, in accordance with the rules and regulations of the Trustees of such Funds and after the proper officials of the Local Union shall have given seventy-two (72) hours notice to the Employer of such delinquency in the Health and Welfare and Pension Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund and the Pension Fund will be separately administered each jointly by Employer and Union in compliance with all applicable laws and regulations, both State and Federal.

By the execution of this agreement, the Employer authorizes the Employers Associations who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 23

GENERAL

Section 1. Authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of local Union, and/or representatives of the Employer concerning matters arising under this Agreement, without interfering with the activities of the work force.

Section 2. The Union shall have the right to examine time sheets and other public records pertaining to the computation of compensation of any employee whose pay is in dispute or any other public records of the Commission upon which the Commission is relying in any specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. The Employer will continue to provide for bi-weekly pay periods. Each employee at the time of payment shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4. The employee shall be required to furnish his own wearing apparel, including shoes.

The Commission agrees to continue its practice of making available the wash rooms and areas for the employees to change clothes at the garage.

Section 5. The employee shall be required to furnish his own hand tools of adequate supply to perform his assigned work duties.

Section 6. When new job classifications for employees subject to this Agreement are established for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

Section 7. The Employer shall provide a bulletin board at the garage where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only Union notices relating to official Union business are to be posted and must have the signatures of the Union Business Representative or a Steward.

Section 8. The Employer shall provide locker and lunch room facilities.

Section 9. The Commission shall provide mechanics with a place to lock their tools.

Section 10. The Commission shall provide a minimum advance notice of twenty-four (24) hours to operators of equipment when they are scheduled to grease and service their equipment.

Section 11. The Commission shall provide a flare and a first aid kit in each truck and heavy equipment.

Section 12. Consideration will be given to high seniority employees for daily assignments.

Section 13. For present seniority employees, the Newaygo County Road Commission shall pay the cost of the employee's first federal commercial driver's license beyond the costs of the basic license.

ARTICLE 24

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by

the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer. The Stewards shall be the safety men.

ARTICLE 25

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 26

WORKMEN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION

Section 1. The Employer agrees to cooperate toward the prompt settlement of employees' injuries and sickness claims arising out of and in the course of employment. The Employer shall provide Workmen's Compensation coverage for employees even if not required by law if permitted by the proper State agency to participate in such coverage.

Section 2. The Employer agrees to provide Unemployment Compensation coverage.

ARTICLE 27

DISCHARGE AND DISCIPLINE

Section 1. The Employer and Union adhere to the policy of progressive discipline. The Employer shall post the list of rules and regulations. Violations of those rules shall result in appropriate disciplinary action.

Section 2. The Employer shall not discharge or discipline any employee without just cause. In respect to discharge or discipline, the Employer shall give notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward. No warning notice will be given to an employee before he is disciplined if the cause of such discipline is:

- (a) dishonesty;
- (b) drunkenness;
- (c) recklessness resulting in serious accident while on duty;
- (d) carrying of unauthorized passengers while on the job;
- (e) moral misconduct; or
- (f) major chargeable accident.

Any warning notice given shall not remain in effect for a period of more than twelve months from the date of said warning notice.

Section 3. Any employee may request an investigation as to his disciplinary action. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discipline must be made by written request within five (5) calendar days from discipline. Appeal from disciplinary action must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of disciplinary action. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 12 hereof. The arbitrator shall have authority to order full, partial or no compensation for time lost.

ARTICLE 28

SAVINGS CLAUSE RE: FREEZE WAGE

Section 1. If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, shall become effective at such time in such amounts, and for such periods, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE 29

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from June 1, 1993, to and including May 31, 1996, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to May 31, 1996, or May 31st of any subsequent contract year, advising that such party desired to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3. This contract may be reopened for negotiations of wage rates and pension only on May 31, 1994 and wage rates only on May 31, 1995. The Union will notify the employer 60 days in advance of May 31, 1994 and May 31, 1995 that it desires to revise the wage rates. The negotiations between the parties will be in good faith and any agreement reached will be retroactive to the anniversary date of the contract. If the parties fail to reach agreement, the Union has the right to go to Fact Finding and the Fact Finder's decision, although not binding, will be used by both parties as a guideline to settlement.

Section 4. By mutual consent, evidenced by written agreement duly executed by the parties, this Agreement may be modified or changed by adding new provisions or deleting existing provisions. This contract supersedes any rules, regulations or practices which would be inconsistent or contrary to the terms of this contract.

BOARD OF COUNTY ROAD
COMMISSIONERS OF NEWAYGO
COUNTY, MICHIGAN

LOCAL UNION NO. 214,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

By: Merrill Eady

By: [Signature]

Alvin Jones

Ronald Landers

Dated: October 6, 1993

RUSSELL E. PRICE, P.C.
LAW OFFICES
8 E. MAIN STREET, P.O. BOX 124
FREMONT, MICHIGAN 49412
(616) 924-0780

March 7, 1991

P.R.O.S.T.
230 W. Oak
Fremont, Michigan 49412

Re: Employee Assistance Program (EAP)

Gentlemen:

It is agreed between the parties named below that the Newaygo County Road Commission shall establish an Employee Assistance Program which will be administered by P.R.O.S.T.

This program shall commence at a mutually agreed upon date and continue on a month by month basis. This agreement may be terminated by either party upon a prior thirty day notice to the other party.

BOARD OF NEWAYGO COUNTY ROAD COMMISSIONERS

By: _____
Raymond Cook, Manager

P.R.O.S.T.

By: _____

SCHEDULE A

JOB CLASSIFICATIONS AND WAGE RATES

Effective June 1, 1993

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>18 mo.</u>	<u>24 mo.</u>
<u>CLASSIFICATION 1.</u>	11.94	12.05	12.15	12.27	12.37
Mechanic welder, stock clerk					
<u>CLASSIFICATION 2.</u>	11.72	11.83	11.94	12.05	12.15
Heavy Equipment operators (cranes, bulldozers, graders, 125 HP min., tractor shovels, 3½ yd. min., pan operators)					
<u>CLASSIFICATION 3.</u>	11.46	11.57	11.68	11.78	11.90
Skilled labor, Sign- man 1, and Signman 2*					
<u>CLASSIFICATION 4.</u>	11.31	11.43	11.53	11.65	11.75
General equipment operators (trucks, equipment operators other than Class 2 and tractor shovels less than 3½ yds., truck/backhoe, truck/excavator and truck/ bulldozer)					
<u>CLASSIFICATION 5.</u>	7.23	7.34	7.45	7.56	7.67
Laborers and permanent employees not otherwise classified					

* See note next page

SCHEDULE A

JOB CLASSIFICATION AND WAGE RATES

Effective June 1, 1994 - Wage and Pension Reopener

Effective June 1, 1995 - Wage Reopener

PROVISIONS

Upon promotion, an employee will move to the step in the new classification reflecting a rate increase.

The two-man Distributor Crew shall be paid a premium of fifteen (15¢) cents per hour during the time of operation.

Three yard loaders or smaller shall be classified in Classification 4 when used as open equipment; but when used for an operation of a job which is the same as a three and a half (3½) yard loader, or is used for an assigned job, it will be classified as Classification 2 Heavy Equipment.

- ★ There shall be Signman 1 and Signman 2 in Classification 3, and Signman 1 shall receive the Class 3 pay rate and Signman 2 shall receive the Class 4 pay rate.

SCHEDULE B

NEWAYGO COUNTY ROAD COMMISSION

OPERATING PROCEDURES

1. Employees shall blade and/or plow snow at a safe and proper speed.
2. Speed plowing in residential areas shall not be done.
3. No truck shall operate in excess of fifty (50) miles per hour.
4. Any equipment returned to the garage before 3:15 p.m. shall be serviced by the employee.
5. No trucks shall be allowed to run during the noon hour while the employee is in the garage eating dinner.
6. All equipment shall be returned to the garage of origin upon completion of work.
7. Employees shall not stop at places of business during the work day unless in performance of their duty.

SCHEDULE C

NEWAYGO COUNTY ROAD COMMISSION

RULES AND REGULATIONS

Performance of the following actions shall result in appropriate disciplinary action:

1. Absence from work and absenteeism.
2. Accident record and traffic violations with county equipment.
3. Fighting; trouble making; name calling; profanity; obscene language or conduct.
4. Criminal Conviction; sabotage; damage to property.
5. Horseplay.
6. Discourtesy to or complaints by residents or members of the public.
7. Dishonesty, theft, or disloyalty.
8. Falsification of employment application or work records.
9. Disloyalty to government or county road commission.
10. Gambling.
11. Incompetence, negligence, or low production.
12. Insubordination.
13. Assault on or use of offensive language to management personnel.
14. Intoxication; possession or use of intoxication; drugs or narcotics.
15. Loafing, leaving post, early quitting, or sleeping on duty.
16. Refusal to submit to physical examination or give doctor's certificate.
17. Refusal to accept job assignment, overtime or holiday work.
18. Failure to report mechanically defective condition of equipment, properly protect equipment, and keep equipment in good appearance; unauthorized use of motor vehicles; unauthorized carrying of passengers.

AGREEMENT

IT IS AGREED between the parties named below that the following practice shall be followed by the Board of County Road Commissioners, Newaygo County, Michigan due to the requirements of the winter snow removal season:

The grader used in snow removal may be left at the home of the operator or other designated locations during off-duty hours. The operator shall be required to check in by telephone at the end of the work day and at the start of the work day during the time this practice is in effect. The Board of County Road Commissioners shall determine when this practice shall be followed.

Dated: January 29, 1985

LOCAL 214, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

BOARD OF COUNTY ROAD
COMMISSION OF
NEWAYGO COUNTY

By: S/Billy D. Mendenall

By: S/Clayton Lovell

LETTER OF AGREEMENT

TO: Mr. Fred Bennett
Business Representative
Local Union 214
International Brotherhood of Teamsters
Chauffeurs, Warehousemen and Helpers of America
2825 Trumbull Avenue
Detroit, Michigan 48216-1297

RE: 1990 Labor Contract
Supplemental Agreement for Public Works Program

IT IS AGREED between the parties named below that the Newaygo County Road Commission shall enter into an agreement with the Lake County Technical Rules Violations Center, Michigan Department of Corrections, Baldwin, Michigan, to participate in the Public Works Program.

This will involve the utilization of a 10-man crew provided by the Lake County TRV Center in Baldwin, Michigan, for the performance of casual jobs which are described as, but not limited to, the following: brush cutters, painters, crack pourers, and extra help.

These public service workers shall not be used to circumvent the 1990 Labor Agreement between the parties named below or to cause any lay-off of employees who are members of this bargaining unit. IT IS FURTHER AGREED that there shall not be any lay-off of workers who are members of this bargaining unit during the term of this Public Works Program.

Dated: 2-17-92

BOARD OF COUNTY ROAD
COMMISSIONERS OF NEWAYGO
COUNTY, MICHIGAN

By: Raymond Cook
Raymond Cook
Manager

LOCAL UNION NO. 214,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS
OF AMERICA

By: Fred Bennett
Fred Bennett
Business Representative

DRUG POLICY APPROVED BY
NEWAYGO COUNTY ROAD COMMISSION
AND
TEAMSTERS LOCAL 214

IN COMPLIANCE WITH PA 339 OF
1990 MOTOR CARRIER SAFETY ACT

Drug and Alcohol Testing:

The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on Employer premises (including parking lots and in Employer's vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge. (See Addendum B)

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the Employer has a reasonable suspicion that the employee in question is:
 - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or
 - b. Is currently possessing on Employer premises (or in Employer vehicles) unauthorized drugs/alcohol, or
 - c. Has sold, distributed drugs on or off Employer premises or attempted the same.
2. As a part of a routine scheduled physical examination for new hires or if required when taking CDL testing.
3. May be required upon return from a leave of absence of thirty (30) days or more.
4. During random periods during an employee's probationary period.
5. There shall be biennial testing.

All blood and/or urine examination will be performed by a reliable medical and/or testing organization.

The Employer agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know.

Last Chance Policy: An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an Employer approved supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the Employer will refrain from taking any disciplinary action against the employee provided that:

1. Such disclosure is the first and only involvement with drugs/alcohol for the employee, and
2. The employee satisfactorily completes the detoxification treatment program as prescribed, and
3. The employee remains free of drug/alcohol use and strictly complies with the Employer's drug free policy.

The employee will be returned to their former classification, position, district, shift, wages and benefits.

Employees who sign a last chance policy and violate that policy and are subsequently discharged and/or reprimanded will waive their rights to the arbitration procedure of the Agreement.

Minimum levels for a positive test result are stated in Addendum A.

Employees shall sign a consent form for their tests. (See Addendum C.)

ADDENDUM A

The minimum limits to be used to determine whether drug and/or alcohol test results are positive will be in accordance with the following:

1. Alcohol

Any alcohol test result of .04% or higher will be considered a positive test result. If a breath alcohol test is positive, an employee may request to have a blood sample collected and analyzed, but it is not required by The Newaygo County Road Commission. The Newaygo County Road Commission recommends that employees refrain from the use of alcoholic beverages within the eight hour period prior to the start of their shift. The Authority recognizes a blood alcohol dissipation rate of .015% per hour. It is hoped that by following the eight hour standard and considering the dissipation rate recognized that violations of this rule will not occur.

2. Drugs

<u>Controlled Substance</u>	<u>Initial Test Cutoff Levels (EMIT)</u>	<u>Confirmation Test Cutoff Levels (GC/MS)</u>
Marijuana metabolites	100 ng/ml	15 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Opiates:		
Morphine	300 ng/ml	300 ng/ml
Codeine	300 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml
Oxazepam and/or other Benzodiazepine or metabolite	300 ng/ml	300 ng/ml
Barbiturates	200 ng/ml	200 ng/ml
Methadone and/or other metabolite	300 ng/ml	300 ng/ml

Any result below the minimum confirmation test levels shall be considered a negative test result.

ADDENDUM A - Continued

Medical Review Officer

In accordance with applicable Federal, State and local rules and regulations, Newaygo County Road Commission shall have a designated medical review officer. The medical review officer shall be a licensed physician with knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's positive test result together with his or her individual medical history and any other relevant biomedical history and information. The medical review officer shall be responsible for receiving, reviewing and analyzing all drug test results, as well as reporting all verified drug and alcohol test results to the Manager of the Newaygo County Road Commission or his designee.

Second Opinion Testing

If a sufficient sample is available for further testing, i.e. at least 20 ml in the case of a urine sample and 2 ml in the case of a blood sample), an employee who tests positive may request a second opinion test in accordance with the following guidelines:

1. The request must be made to the Manager of the Newaygo County Road Commission in writing within five (5) calendar days of the date the laboratory report is provided to the employee.
2. The employee must pay the total cost of the second opinion test and all costs associated with the transfer of the sample to another laboratory, including shipping and handling, at the time the request is made. If the second opinion test is negative, the Newaygo County Road Commission will reimburse the employee for these costs.
3. The second opinion test must be performed by a testing laboratory approved by the Newaygo County Road Commission using the Gas Chromatography/Mass Spectrometry (GC/MS) method.
4. The approved chain of custody procedure must be followed with respect to the release of the sample to the laboratory which is going to perform the second opinion test. The sample will only be released directly to the laboratory.
5. The results of the second opinion test will be binding on the Newaygo County Road Commission, the employee, and the Union.

If the second opinion test is negative, any discipline the employee has received will be rescinded and the employee will be reimbursed for any time lost as the result of consequential disciplinary action.

ADDENDUM B

Disciplinary Action

Employees will be subject to disciplinary action, up to and including termination, for the first offense in any of the following circumstances:

1. Refusal to submit to an authorized drug or alcohol test, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submitting an adulterated or substituted urine specimen.
2. Manufacturing, distributing, dispensing, possessing, concealing, transporting, using, or selling alcohol or drugs on Newaygo County Road Commission property, in Newaygo County Road Commission vehicles or while engaged in road commission business.
3. Having a blood alcohol content of .04% or more during working hours, based on an authorized alcohol test result.
4. Testing positive as determined by appropriate testing.
5. Working or reporting for work when under the influence of alcohol or drugs based upon reasonable cause or reasonable suspicion, and confirmed by a positive test, shall establish a presumption of being under the influence.
6. Conviction of any criminal drug statute for a violation occurring in the work place or failure to notify the Manger of the Newaygo County Road Commission of conviction of any criminal drug statute within five (5) calendar days of such conviction.

Although the foregoing infractions will ordinarily result in immediate termination regardless of the employee's position, the Newaygo County Road Commission reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate. However, an employee performing a sensitive safety function who commits any of the above offenses shall be relieved of his or her sensitive safety duties immediately. The employee may not return to a sensitive safety function until the employee passes a return to duty drug test and the medical review officer has determined that the employee may return to duty. An employee subject to a return to duty drug test may be administered an unannounced drug test for up to sixty (60) months after the employee returns to a sensitive safety function.

In the event an employee receives disciplinary action less than termination for one of the above offenses, the following

ADDENDUM B - Continued

guidelines shall apply:

1. An employee may receive up to thirty (30) days suspension.
2. As a condition of continued employment or reinstatement with Newaygo County Road Commission, an employee may be required to enroll in an approved treatment, counseling and/or rehabilitation program for alcohol and/or drug abuse. Such a program may include the intake of antabuse. If the employee is required to enroll in such a program, his/her continued employment or reinstatement with Newaygo County Road Commission will be contingent upon successful completion of the program and remaining alcohol and drug free. In addition, the employee must submit to any alcohol and/or drug tests administered as part of the program, and sign a release of information allowing the agency running the program to provide periodic progress reports and the results of such alcohol and/or drug tests to Newaygo County Road Commission.
3. An employee who is disciplined for testing positive in an authorized drug/alcohol test shall serve the disciplinary suspension issued by the Newaygo County Road Commission and may not return to work until he/she has tested negative in a follow-up drug/alcohol test and/or has been released to return to work by a physician designated by the Newaygo County Road Commission. The employee is responsible for any charges for this follow-up test. If the employee returns to work, he/she is subject to unannounced and unscheduled alcohol and/or drug tests for two (2) years following the first positive test. The Newaygo County Road Commission will pay for these tests. If the employee tests positive for either alcohol, drugs or its metabolites, the employee will be subject to disciplinary action up to and including dismissal.

Rehabilitation

Rehabilitation of individual employees from drug or alcohol abuse is of primary importance to the Newaygo County Road Commission. Alcohol and drug abuse are not only safety problems but health problems as well which are treatable. Employees suffering from these illnesses will be given the same consideration and offer of assistance as are presently extended to employees with other illnesses. No employee who comes forward and requests help in an alcohol and drug rehabilitation program recognized by the Newaygo County Road Commission will have his/her job security jeopardized provided that the employee is not in violation of another section of this policy/work rule or personnel policies, that he/she successfully completes the rehabilitation program, and the employee is able to return to or maintain the required behavior and work performance.

ADDENDUM C

EMPLOYEE/APPLICANT CONSENT FOR DRUG

AND/OR ALCOHOL TESTING

In accordance with the provisions of Newaygo County Road Commission policies/work rules and any applicable Federal, State, and local rules and regulations:

I, _____, Social Security Number _____, hereby authorize White Cloud Medical Center, 1035 E. Wilcox, White Cloud, Michigan (collection site and testing laboratory) to collect urine and/or blood samples from my person, to analyze such samples to determine the presence of alcohol and drugs and/or their metabolites, and to release the results of such tests to the Newaygo County Road Commission. I understand that these test results will be kept confidential, and that they will only be released to the Manager of the Newaygo County Road Commission, or his designee, by the testing laboratory in accordance with procedures established by the Newaygo County Road Commission.

Date: _____

Signature of Employee/Applicant: _____

Witness: _____

ORIGINAL TO BE RETURNED TO THE NEWAYGO COUNTY ROAD COMMISSION

COPY TO EMPLOYEE/APPLICANT