

6/30/90

A G R E E M E N T

BETWEEN

ROSCOMMON COUNTY ROAD COMMISSION

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

Effective July 1, 1987 through June 30, 1990

*Roscommon County Road Commission*

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## AGREEMENT

THIS AGREEMENT, entered into this 28th day of January, 1988, between the ROSCOMMON COUNTY ROAD COMMISSION, located at Roscommon, Michigan, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 2801 Trumbull Avenue, Detroit, Michigan, 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 and 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 representatives at all levels and among all employees.

### ARTICLE I

#### RECOGNITION - UNIT SECURITY

Employees covered:

##### Section 1.

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of 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 hourly rated employees employed by and through the County Road Commission as classified in Appendix "A".



**EXCLUDED:** All elected or appointed officials, supervisory employees, all confidential employees and all office-clerical employees.

Section 2.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Appendix "A".

Section 3.

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. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

A. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit, and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement, as to Union dues and pay an initiation fee as a new member or a corresponding agency fee as a new employee who elects not to be a Union member.

B. In accordance with the policy set forth under paragraphs 1 and 2 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, 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 present employees, such payments shall commence thirty-one (31) days following the date of execution of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

C. If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.



ARTICLE II  
MANAGEMENT

Teamsters Local 214 and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution for the State of Michigan and of the United States, which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated to the Engineer-Manager by the Employer, are hereby recognized.

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

The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

The bargaining unit hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE III  
WAGES

Attached hereto and marked "Appendix A" and "Appendix B" are schedules showing the classifications and wage rates of the employees covered by this Agreement. Said Appendices A and B further set forth



hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Appendices A and B, and the contents thereof, shall constitute a part of this Agreement by reference thereto.

#### ARTICLE IV

##### DEDUCTION OF DUES

###### Section 1.

The Employer agrees to deduct from the pay of each employee all dues and initiation fees of Local 214, and to pay such amount deducted to said Local 214 for each and every employee represented by said Union; provided, however, that the Union first presents to the Employer written authorization signed by each such employee, allowing such deductions and payments to the Local Union. Amount of dues and initiation fees will be certified to the Employer by the Secretary-Treasurer of the Union.

###### Section 2.

A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After ninety (90) days, the employee shall be placed on the regular seniority list.

###### Section 3.

The Employer agrees that it will not use employees other than those in the bargaining unit to perform work which is recognized as the work of the employees in said unit, except in the cases of emergency or instruction or training of employees.

#### ARTICLE V

##### SUBCONTRACTING

The Employer has the right to contract and subcontract for matters relating to Road Commission operations, except that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted if any employee in the bargaining unit is on layoff due to lack of work or is laid off due to such subcontracting. It is understood and agreed that making gravel and new construction may be contracted or subcontracted regardless of existing or resulting layoff of any employee.



## ARTICLE VI

### 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 said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement.

## ARTICLE VII

### SENIORITY

#### Section 1.

In laying off employees, the first employees to be laid off shall be all part-time and temporary employees, and then probationary and full-time employees.

Strict seniority shall prevail in the laying off of full-time employees, provided the senior employees are qualified to perform the work of the less senior employee or has the ability to adequately perform such work within twenty (20) working days of Employer training.

Seniority shall be recognized from each district garage group of employees for bids selecting vacation. In the event of a reduction of force or re-employment, seniority shall be exercised county-wide.

#### Section 2.

The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

#### Section 3.

Seniority shall be broken only by discharge or voluntary quit or layoff for a period of more than two (2) years, or if he is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer.

#### Section 4.

In the event of a layoff, an employee laid off shall be given two (2) weeks notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.



## Section 5.

An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and who is thereafter demoted or returned 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 demoted or returned shall commence work in a job generally similar to the one he had at the time of his promotion, assuming a vacancy exists, and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions of employees in supervisory positions will be made while bargaining unit employees are on temporary layoff.

## ARTICLE VIII

### DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of a complaint against such employee to the employee in writing, and a copy of same to the Union steward. Provided, however, that no warning notice need be given to an employee before he is discharged or suspended if the cause of such discharge or suspension is dishonesty or drunkenness, including being under the influence of alcohol or illegal drugs while on duty, or the use or possession of alcohol or illegal drugs while on duty, or assaulting any person while on duty, or recklessness resulting in a serious accident while on duty, or the carrying of unauthorized passengers while on duty. Discharge or suspension must be by proper written notice to the employee and the Union.

For offenses not resulting in suspension or discharge, the employee's record shall be expunged twelve (12) months from the date of violation.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### Section 1.

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-up of equipment, slowdowns, walkouts or any other cessation of work through the use of any method of lockout or legal proceedings.



Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2.

Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of the parties to settle the same promptly through the following steps:

Step 1. By conference between the aggrieved employee and his foreman. The employee may at his request have the steward participate in the conference with the foreman. In the event the grievance is not resolved in this manner, it shall be the responsibility of the aggrieved employee to reduce the grievance to writing and submit it to the Employer on the regular grievance form provided by the Union within five (5) working days of the occurrence giving rise to the alleged grievance.

Step 2. Within five (5) working days after such written grievance is presented to the Employer, the aggrieved employee and/or the steward shall meet with the foreman, or his alternate if the foreman is not available, in a further effort to resolve the grievance. The foreman or his alternate shall give his response in writing to said grievance within five (5) working days after such meeting.

Step 3. If said answer does not resolve the grievance, the Union may, within five (5) working days after receipt of said answer, request a meeting between Union representatives and the Employer representatives to be held within ten (10) working days after the date of written request, and the Employer will render its decision within seven (7) working days after such meeting.

Step 4. Arbitration. If the grievance is not settled at Step 3, either party to this agreement may submit such grievance to arbitration, by requesting such arbitration in writing within ten (10) working days after receipt of the Step 3 answer. If timely request for arbitration is filed by either party, the parties to this agreement shall promptly select, by mutual agreement, one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator.

The parties understand and agree that they have resolved for the term of this agreement all bargaining issues which were or could have been made the subject of negotiation. The arbitration forum herein established is intended to resolve disputes between the parties only over the interpretations or application of the matters which are specifically covered in this agreement and which are not excluded from arbitration. The arbitrator shall have no power to add to or subtract from



or modify any of the terms of this agreement or any supplementary agreement. The arbitrator shall have no power to establish wage scales or rates or to change any rate unless it is provided for in this agreement. The arbitrator shall have no power to provide agreement in those cases where the parties may have agreed that further negotiations should occur to cover any matter in dispute. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. The decision of the arbitrator shall be binding upon the bargaining unit, the Union, and the Employer.

Section 3. If the time limits set forth above are not met by either party, the grievance shall be deemed settled in favor of the non-defaulting party. The Employer and the Union may by mutual written agreement extend the time limits provided in the above grievance procedure. "Working days" as used in this article shall not include Saturdays, Sundays, and Holidays.

## ARTICLE X

### STEWARDS

The Employer recognizes the right of the Local Union to designate one (1) job Steward and one (1) alternate in each garage in Roscommon County. Employees shall be represented by a Steward who must be a regular employee and working in Roscommon County. The authority of a job Steward and alternate so designated by the Local shall be limited to and shall not exceed the following duties and activities, and such recognition shall be valid only in the area of their work assignments respectively:

1. The investigation and presentation of grievances with the Employer or the designated Employer 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 invoke work stoppages, slow-downs, refusal to handle goods or any other interference with the Employer's business.

The Steward or alternate, during working hours, without loss of time or pay, may in accordance with the terms of this article investigate and present grievances to the Employer upon having received permis-



sion from the foreman to do so. The foreman will grant permission and provide sufficient time to the steward to leave work for these purposes at reasonable times and for a reasonable duration. The privilege of the Steward leaving 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 the Steward will perform regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein.

The Stewards or Alternates who participate on the bargaining committee during labor contract negotiations with the Road Commission shall not incur any loss of earnings from their regular work day as a result of time spent in bargaining sessions with the Road Commission. If such bargaining sessions occur during a portion of the Steward's or Alternate's regular shift, he shall receive his regular compensation for that shift. If the bargaining session goes beyond the Steward's or Alternate's regular shift, no additional or overtime compensation shall be paid.

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

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

## ARTICLE XI

### ABSENCE

#### Section 1.

Any employee desiring a leave of absence without pay from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended in writing for like periods. During the period of absence, the employee shall not engage in any other employment, other than casual or occasional part-time employment. Failure to comply with this provision shall result in the complete loss of seniority rights.

#### 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 a Steward or Alternate Steward designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided two (2) weeks written notice is given to the Employer by the Union specifying the dates and length of time off for such activities, and further provided that no more than two (2) Stewards or Alternate Stewards shall be given time off for such purposes at the same time.



## ARTICLE XII

### NO STRIKES OR 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 services.

## ARTICLE XIII

### PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind any primary picket-line, other than picketing by Roscommon County Road Commission employees, or in cases of bona fide emergencies.

## ARTICLE XIV

### MAINTENANCE OF STANDARDS

The Employer agrees, except as expressly modified by the parties, that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of the error.

## ARTICLE XV

### GENERAL

#### Section 1.

Representatives of the Union may enter the operational premises for any proper bargaining unit business; provided they have secured prior permission of the Employer or his designee. The Employer shall



grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

Section 2.

The Business Agent shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other records of the Commission pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3.

The Employer will continue to use bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose.

Section 4.

Should the Employer require an employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5.

Suitable raincoats and hats and other specially designated clothing shall be provided by the Employer for the use of employees, including hard hats, hip boots, waders, rubber gloves, and safety goggles to the extent needed on a particular job assignment. Clothing for inside or outside work shall be the employee's responsibility. Safety equipment required by law to be furnished by the Employer shall be furnished by the Employer.

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the Employer free of charge at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union label.

The Employer will furnish all mechanics five (5) changes of uniforms per week at no cost to the employee.

The Employer shall furnish one (1) pair of safety glasses per year to any employee who requests them, provided that the employee shall pay for his eye examination.

Effective as soon as practical after the signing of this agreement, the Employer shall furnish each driver and operator with one set of coveralls for the term of this contract.

Section 5a.

Employees assigned to the classification of mechanic will be responsible for supplying small tools such as sockets up to and including 1/2"



drive. The Employer shall furnish all major tools, i.e., torque wrenches, drill jacks, etc.

The Employer will carry insurance coverage at no cost to the employee for the loss due to theft or fire in accordance with the inventory supplied by the mechanics. It shall be the responsibility of the employee to notify the Employer of any new tools or supplies which have been purchased by the employee. The Employer agrees to continue the practice of replacing broken tools with tools of equal quality and to furnish any special tools required to perform their functions as mechanics; provided, however, any tools furnished by the Employer shall remain in the property of the Employer.

#### Section 6.

The Union agrees that the Employer shall not be hindered or prevented from using such equipment, as in the Employer's judgment, is necessary to perform any work covered by this Agreement. When the Employer obtains new types of equipment for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of the date the equipment is put into use.

#### Section 7.

All employees who are covered by this Agreement shall be given one (1) ten (10) minute rest period in the morning. All employees who are covered by this Agreement shall be given one (1) ten (10) minute rest period in the afternoon. Employees will also be given one (1) ten (10) minute wash-up period at the end of their shift.

#### Section 8.

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official Union notices are to be posted and must have the signatures of the Union Business Representative or the Shop Steward.

#### Section 9.

When an employee is required by the Employer to provide his own transportation to and from a job location other than garages at Houghton Lake, Roscommon or Maple Valley, he shall receive an allowance of twenty cents (\$.20) per mile.

#### Section 10.

Employees in the bargaining unit may be transferred from one section of the County to another when, in the opinion of the Employer, the best interests of the Employer and the public will be served.



#### Section 11.

Employees are transferable from job to job by their immediate supervisor based on the availability of work and skills of employees.

In no event will the Employer assign heavy equipment operators to driving trucks when employees classified as drivers are available during working hours.

#### Section 12. Involuntary Transfers:

Transfers of a permanent nature from one garage to another shall be first offered to the most senior employees. In the event senior employees decline such transfer, the least senior employee shall be ordered into the new assigned work area, provided he is able to perform the work within fifteen (15) working days with normal training. Employees who are transferred shall carry their full seniority into the new assigned work area.

#### Section 13.

Vacancies occurring in any position in the bargaining unit shall be posted on the bulletin board for not less than three (3) days. The successful bidder will be notified and notice of employment will be posted within seven (7) days.

#### Section 14.

Vacancies will be filled according to seniority if all other matters, such as ability and physical qualifications, are equal in the opinion of the Employer.

#### Section 15.

The successful bidder shall be given sufficient opportunity to demonstrate his ability to perform in the new position for a period not to exceed forty (40) working days. The employee will receive the pay rate of the classification of the job he is working on, but only from the beginning of full pay periods worked thereon. In the event the employee does not qualify, he shall be returned to his former position and his former rate of pay, and the job shall be opened to the next employee who meets the qualifications and who bid on the job. An employee can have only one successful bid downward within a two (2) year period. The Employer reserves the right to hire from outside if, in the opinion of the Employer, no employee can fill a vacancy or no bids are received from the employees in the bargaining unit.

#### Section 16.

The Employer reserves the right to fill temporary or seasonal assignments without following the bidding procedure for a period of three (3) months, but such assignments will draw pay of old job or temporary assignment, whichever is higher.



Section 17.

In further consideration of the mutual promises contained herein, the parties expressly agree that neither party shall bring or cause to be brought to any court, any legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same shall, within a reasonable time not to exceed two (2) weeks, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 18.

Any employee transferred temporarily from a higher classification to a lower classification shall retain his higher rate of pay during the temporary period. Any employee transferred from a lower rated classification to a higher rated classification for more than one hour shall receive the rate of pay established for the higher rated classification for the time worked on the higher rated classification, provided further, the higher rate shall not apply where an employee is in training under the supervision of another person.

Section 19.

When employment and seniority is interrupted by discharge, quit or leave of absence, all insurance coverage provided at the Employer's expense shall continue only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 20.

As a condition of continued employment, the Employer, at its expense may require the employee to submit to a physical examination in order to verify the employee's ability to return to full time work.

Section 21.

Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage; and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

Section 22.

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



Section 23.

Reference to the male gender shall apply equally to the female gender and vice versa.

Section 24.

An employee called and reporting for emergency duty shall be guaranteed two (2) hours pay at the rate of time and one-half (1-1/2) of his hourly rate. Employees shall keep themselves reasonably available for snow and ice removal and other emergency work.

Section 25.

The bargaining unit agrees that its members will perform efficient services and use its best efforts to protect property and interests of the Employer, and will cooperate with the Employer in performance of their duties.

Section 26.

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

Section 27.

The Employer shall pay the cost of each employee's endorsement(s) that may be required in addition to a regular Michigan operator's license in order to operate all trucks and equipment of the Employer.

Section 28.

The Employer agrees to post the rest area and night patrol jobs. Employees shall not be permitted to bid on more than one (1) seasonal position if it overlaps another seasonal position.

ARTICLE XVI

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 as required by law or is not equipped with the safety appliances prescribed by law.

Section 2.

Under no circumstances will an employee be required or assigned to engage in any activity 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 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 foreman.

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.

ARTICLE XVII

MILITARY SERVICE

The Commission and the Union agree to abide by the terms of the Selective Service Training Act or any other similar Act in time of national emergency, and also to abide by the Veteran's Preference Act as to re-employment of former employees called to service.

Employees who belong to the National Guard Officers Reserve Corp or similar military organization will be permitted, in addition to any other benefit, a two (2) week leave of absence to attend such military functions. The employee will be required to turn over to the Employer any monies received from the National Guard.



## ARTICLE XVIII

### 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 provisions held invalid.

## ARTICLE XIX

### SAFETY COMMITTEE

#### Section 1.

A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety Rules.

#### Section 2.

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest, and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.

#### Section 3.

The Employer shall consider the personal safety of the employees in establishing operational procedure.

## ARTICLE XX

### FUNERAL LEAVE

Employees will be paid for three (3) days absence in the case of a death in their immediate family. Immediate family means father, mother,



sister, brother, child, wife or husband, mother-in-law, father-in-law, stepbrother, stepsister, grandparents, grandchildren, spouse's grandparents, sister-in-law, brother-in-law, and members of the immediate household. This is in addition to vacation and sick leave time.

When any current Road Commission employee dies; all employees will be allowed time off with pay provided they attend the funeral, including reasonable travel time, and provided further that no time and a half pay shall result to any employee.

## ARTICLE XXI

### COURT LEAVE

#### Section 1.

Any employee who is subpoenaed as the result of a work-related accident or is involved in an accident or witnesses an incident while on duty shall suffer no loss of pay while attending court thereon; provided, however, he shall be paid only the difference between his witness fee and his regular pay, or shall surrender his court fee to the Employer and receive his regular work pay.

#### Section 2.

Any employee required to serve on jury duty will suffer no loss in pay, but will be paid the difference between jury pay and his regular pay. In order to qualify for such pay, the employee shall produce his receipt from the court for such jury pay and shall promptly report for work when he is not actually serving on jury duty, if the employee is able to return to work with three (3) or more hours remaining on his regular shift.

## ARTICLE XXII

### WORKERS' COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees even though not required by law.

## ARTICLE XXIII

### HOLIDAYS AND HOLIDAY PAY

All regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day.



Section 1.

Paid holidays are designated as:

New Year's Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Veteran's Day  
Thanksgiving Day  
December 24th  
Christmas Day

Section 2.

The employee must work the work day before a holiday and the work day after a holiday or be on approved leave; otherwise, no holiday pay will be granted.

Section 3.

The employees working on an approved holiday will be paid for hours worked at the rate of one and one-half (1-1/2) times their regular rate, in addition to holiday pay, i.e., time and one-half (1-1/2) for working, plus regular pay for the holiday.

Section 4.

Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and if the holiday falls on Sunday, then the Monday following shall be taken as a paid holiday.

Section 5.

Holidays recognized by Section 1 of this Article falling within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

ARTICLE XXIV

VACATIONS

All regular employees, employed more than three (3) months and other than seasonal, shall receive paid vacations based on the following schedule (vacation shall be determined from an employee's anniversary date of hire):

<u>Length of Service</u>	<u>Vacation Allowance</u>	<u>Bonus Days</u>
One year	12 working days	2 working days
Five years	12 working days	3 working days
Ten years	12 working days	4 working days
Fifteen years	12 working days	8 working days
Twenty years +	12 working days	13 working days



A. Each employee shall be allowed to accumulate up to a combination of forty-five (45) vacation and bonus days, then vacation must be taken or the employee shall lose any days over the forty-five (45) day limit, unless his supervisor, due to the job that the employee is performing, requests that he continue to work, in which case the employee may accumulate more than the forty-five (45) days; provided, however, the employee must take any excess accumulated days off as soon as possible.

B. Vacation must be scheduled with the approval of the Employer at least thirty (30) days in advance, if for a period longer than three (3) days. If for three (3) days or less, the request may be made less than thirty (30) days in advance, but may be denied if such vacation would cause inconvenience to Road Commission operations. Requests for all vacation leaves are subject to approval of the Employer; however, such requests shall not be arbitrarily or unreasonably denied.

C. Vacation pay shall be figured at eight (8) hours per day at the employee's regular rate of pay at the time of vacation.

D. All regular employees shall accrue one (1) vacation day credit for each month worked, and shall not be allowed to use such days until earned. In addition, employees shall receive bonus vacation days in accordance with the above schedule, accruing on each employee's anniversary date of hire.

## ARTICLE XXV

### SICK LEAVE

#### Section 1.

Paid sick leave credit, computed at straight time, shall be granted to each permanent employee on the basis of one regular work day per month. Such credits may not be used until ninety (90) days from last date of hire. Sick leave days may be accumulated to a maximum of seventy-five (75). A record will be maintained of sick leave days accumulated in excess of seventy-five (75) days, and on the pay day closest to December 15 of each year, employees shall receive cash payment for one-half of any sick leave days accumulated in excess of seventy-five (75). Provided, however, that any employee who has accumulated more than seventy-five (75) sick leave days at the date of execution of this agreement shall have the option of retaining and using such excess days for sick leave if needed.

#### Section 2.

No employee shall be eligible for or accumulate paid sick leave during a leave of absence or paid sick leave, nor will sick leave credits accumulate during layoff. When a laid off employee returns to work, his previous unused sick leave shall be placed to his credit.



### Section 3.

For employees hired the first through the fifteenth of the month, their sick leave base date will be the first of the month, and if hired the sixteenth through the last day of the month, the base date will be the first of the next month.

### Section 4.

Sick leave may not be used for vacations, but shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness or incapacity of the employee over which the employee has no reasonable control; or
- B. When an employee is taken ill on the job.

### Section 5.

Each foreman shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give daily notification to their foreman of the necessity for taking sick leave. Notification must be given at least one-half (1/2) hour before the start of each work day of inability to work because of sickness. The foreman shall refuse to allow paid sick leave where, in his judgment, there is insufficient evidence to support the employee's claim or where the employee has not given timely notice, as above. A doctor's report may be requested and must be submitted by the employee if the foreman believes such leaves are being abused, otherwise no paid sick leave will be granted.

### Section 6.

The Employer reserves the right to require proof of illness where the Employer believes that an employee may be abusing or misusing his sick leave. Failure to provide such proof, where just cause is shown, will result in the denial of sick leave for that occurrence.

### Section 7.

In the event an employee has a qualified claim under the Workers' Compensation Act, such employee may use any paid sick leave which has accumulated to his credit to augment his workers' compensation payments, including full day payment for any day(s) not covered by workers' compensation payments. Thereafter, for each day of absence due to such injury, the employee will be entitled to use and be paid for one-third (1/3) day of such accumulated sick leave. Provided that such use of paid sick leave days will be permitted only on a full day basis so as not to result in other than full day balances.

### Section 8.

An employee, if requested, will be required to submit a report from a doctor following a prolonged illness or injury indicating that he



is physically able to do work available to him before his return to active work.

Section 9.

An employee using paid sick leave during a period that includes a scheduled holiday will be paid for not to exceed one (1) such holiday. He will be paid for the holiday as such and it will not be charged as a sick leave day.

Section 10.

An employee who is absent for more than one (1) month due to compensable injury or illness will be credited with sick leave for the first month only.

Section 11.

No employee may draw more than ten (10) days of paid sick leave during a two (2) week pay period.

Section 12.

An employee who separates from the Employer for retirement purposes, in accordance with the provisions of the Retirement Act, shall be paid one-half (1/2) of his accumulated sick leave on retirement; provided, however, in case of disability, he shall be paid his accumulated sick leave in full.

Section 13.

In case of death of an employee, payments of his unused sick leave shall be paid to his beneficiary or estate. Such payments shall be made at his last rate of pay.

ARTICLE XXVI

LIFE INSURANCE AND HOSPITALIZATION

The Employer agrees to pay the full premium for a \$5,000 life insurance policy after ninety (90) days of employment for regular full-time employees and will cooperate in increasing such life insurance on a payroll deduction plan for any employee requesting such increase.

The Employer makes available health insurance equivalent to Blue Cross-Blue Shield Hospital/Medical comprehensive hospital, semi-private room Michigan Variable Fee I, now carried with premiums paid by the Employer on regular full-time employees and dependents and, in addition, the Master Medical Option IV, the D45 NM, \$2.00 deductible prescription drug coverage, FAERC Rider, the Reciprocity Agreement, the VOL Sterilization Rider, and the M1 Rider.



Participation in this plan requires properly signed authorization forms for each employee. Effective date of coverage for new employees will be in accord with Blue Cross-Blue Shield provisions or the equivalent.

Blue Cross - Blue Shield for Retirees: The Employer agrees to pay the present Blue Cross - Blue Shield benefits, or the equivalent, for retirees between the ages of 62 and 65.

Dental Insurance: The Employer agrees to continue the present dental plan, or the equivalent, for the duration of this agreement.

In the event the Employer determines to change insurance carriers for any of the coverages contained in this Article, or their equivalents, the Employer will provide the Union with forty-five (45) days prior written notice of such intended change.

## ARTICLE XXVII

### PENSION

The Employer agrees to continue the present pension contribution for the benefit of the employees for the duration of this agreement.

## ARTICLE XXVIII

### CREW LEADERS AND ALTERNATE FOREMEN

Employees assigned to the function of Crew Leaders shall be compensated at the sum of \$.25 per hour over and above the employee's hourly rate of pay. An employee who is assigned to the responsibility of supervising three or more employees shall receive the Crew Leader's pay. Assignments shall be made at the discretion of the Employer. When making such assignments, the Employer shall consider seniority, ability and qualifications and shall not be arbitrary or capricious in his decision.

Alternate Foremen may be selected by the Employer, from the bargaining unit or salaried personnel, at such time and under such circumstances as the Employer in its sole discretion deems appropriate.

## ARTICLE XXIX

### TERMINATION OF AGREEMENT

#### Section 1.

This Agreement shall be in full force and effect from July 1, 1987 to and including June 30, 1990, and shall continue in full force and



effect from year to year thereafter unless written notice of desire to cancel, terminate or modify the Agreement is served by either party upon the other at least sixty (60) days prior to the 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 of this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 1990, or sixty (60) days prior to the end of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3.

Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ROSCOMMON COUNTY BOARD  
OF ROAD COMMISSIONERS:

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL 214:

By Sam D. Reed

By Dale J. Magrath

By Robert I. Stebbins

By Bruce Beebe

By George Dwyer

By Bob Boddell



APPENDIX "A"

WAGES

<u>CLASSIFICATION</u>	<u>EFFECTIVE FIRST PAY PERIOD COMMENCING AFTER:</u>		
	<u>7/1/87</u>	<u>7/1/88</u>	<u>7/1/89</u>
Probationary Employees	\$8.45	\$8.75	\$9.05
Rest Area	9.55	9.85	10.15
Truck Driver	9.55	9.85	10.15
Heavy Equipment Operator	9.70	10.00	10.30
Mechanic	9.85	10.15	10.45



## APPENDIX "B"

### OVERTIME AND HOURS OF WORK

#### Section 1.

The regular work week is established as five (5) days of eight (8) continuous hours per day, Monday through Friday, with the regular work day commencing at 7:00 o'clock a.m. and ending at 3:30 p.m., and with regular lunch period from 11:30 a.m. until 12 o'clock noon. Provided, however, that from April 1 through October 1 of each year the Employer reserves the right to change the regular starting and quitting time of any or all employees by up to one hour earlier or later as the need arises, under the following conditions: (a) the employees so affected will be given at least one (1) week prior notice of such change; (b) the Employer will ask for volunteers from employees qualified to do the work required during such changed hours; and (c) if there are insufficient volunteers, the Employer shall have the right to assign the least senior employees qualified to perform the work required during such changed hours.

#### Section 2.

The Night Patrolman shall be paid at the same rate as his regular rate, plus shift differential while on night patrol during the winter.

#### Section 3.

Overtime pay will be at time and one-half (1-1/2) for all hours worked in excess of eight (8) in any one day, Monday through Friday, or over forty (40) hours in any one (1) week.

#### Section 4.

Time and one-half (1-1/2) shall be paid for all hours worked on Saturdays and Sundays, except regularly scheduled watchmen, janitors and custodians.

#### Section 5.

Employees regularly scheduled to work on the afternoon and night shifts shall receive, in addition to their regular pay, a premium of fifteen cents (\$.15) per hour. Night patrol shall receive, in addition to their regular pay, a premium of twenty-five cents (\$.25) per hour.

#### Section 6.

Overtime work will be permitted only when authorized by a foreman.



Section 7.

The Employer will make reasonable efforts to equalize the assignment of overtime work among the employees at each garage, provided that such employees assigned have the ability to operate the needed equipment and to do the work necessary for the job.

This provision shall not apply to overtime worked on the night-patrol and rest area bid positions.