

10-10-75

Kalamazoo County Road Commission

A G R E E M E N T

THIS AGREEMENT entered into this 6th day of November, 1972, by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF KALAMAZOO COUNTY, hereinafter referred to as the Commission, and LOCAL UNION 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the Union.

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Commission, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the Commission's ability to continue to provide proper services to the community, the Commission and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Commission recognizes the Union as the sole and exclusive collective bargaining agency for all of its garage and road employees, excluding office clerical employees, engineering and technical employees, weekend telephone operators, watchmen, stock clerks, part-time employees, seasonal employees, executives and supervisors as specified in the Act.

Section 2: The Commission and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employees because of race, color, creed, sex, age, nationality or political belief, nor shall the Commission or its agents nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

Section 3: The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this

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Agreement, all rights to manage, direct or supervise the operations of the Commission and the employees are vested solely and exclusively in the Commission.

Section 4: The Commission recognizes the Union's right to appoint or elect stewards whose duties shall be to represent the employee within their jurisdiction in the grievance procedure as hereinafter provided.

Section 5: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

Section 6: During the terms of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Commission not later than the twenty-third (23rd) day of the preceding month, the Commission will deduct from their pay the first pay period of each month, the monthly Union dues and initiation fees as designated by the Secretary-Treasurer of the Union and shall promptly remit any and all amounts so deducted to the finance officer of the Local Union. The Union agrees to indemnify and save the Commission harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Commission's compliance with the provisions of this Article. Deductions may be terminated by the employee giving ninety (90) days written notice to the Board and the Union, or upon termination of employment.

Section 7: Employees who, as of the date of execution of this Agreement have completed their probationary period shall, as of the thirty-first (31st) day from the date of execution of this Agreement, as a condition of continued employment either become members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, upon completion of their probationary period or thirty-one (31) days from date of hire, rehire or transfer into the bargaining unit, whichever is the latter, become members of the Union or cause to be paid to the Union a representation fee equal to the initiation fee and monthly Union dues uniformly required of all Union members as a condition of continued employment.

Section 8: Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Commission within

ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month.
- (b) Such meetings must be attended by the chairman of the Bargaining Unit or Chief Steward, a Representative of the Local Union and not to exceed an additional two (2) members of the Bargaining Unit, the Engineer Manager, Superintendent and/or other designated representatives of the Commission.
- (c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda.
- (d) Such special conferences shall be held during the regularly scheduled working hours. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.

ARTICLE II - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: An employee who believes he has a grievance must submit his complaint orally to his foreman within twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the occurrence of the event upon which the grievance is based. The foreman shall give the aggrieved employee an answer within

twenty-four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not settled in this manner the complaint shall be processed by the employee to the First Step of the grievance procedure.

Section 3: FIRST STEP. An employee's grievance or those grievances submitted by the Union shall be submitted in writing to the Superintendent. All grievances shall state the facts upon which they are based, when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Superintendent or his designated representative within five (5) working days after the occurrence or circumstances on which said grievance is based or the occurrence of the event upon which the grievance is based for those matters submitted by the Union. The Superintendent or his designated representative shall give a written answer to the aggrieved employee or the Union within two (2) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Superintendent.

Section 4: SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his Union representative or representatives shall notify the Engineer-Manager in writing within four (4) working days after receipt of the Superintendent's First Step answer of the desire to appeal. If such written request is made, the Engineer-Manager and/or someone by him designated shall meet with the grievant and Union representative or representatives within five (5) working days after receipt of request to consider the grievance. The Engineer-Manager shall give a written answer to the aggrieved employee and his Union representative or representatives within five (5) working days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Engineer-Manager.

Section 5: THIRD STEP. If the grievance has not been settled in the Second Step and if it is to be appealed to the Third Step, the grievant and his Union representative or representatives shall notify the Engineer-Manager in writing within five (5) working days after receipt of the Engineer-Manager's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Commission and/or its designated repre-

sentatives within fifteen (15) working days after receipt by the Engineer-Manager of the notice of desire to appeal. A written answer shall be given by the Commission or its representative to the aggrieved employee and the Union representative within fifteen (15) working days after the date of the Third Step meeting.

Section 6: If the grievance has not been settled in the Third Step, the parties or either party may submit the matter to either mediation under the Act or submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the Third Step answer.

- (a) All matters submitted to Arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties.

Section 7: Time limits at any step of the grievance procedure may be extended only by mutual agreement. In the event the Commission fails to reply to a grievance at any step of the procedure within the specified time limit, the Union shall process the grievance to the next step. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Commission's last answer.

Section 8: Grievances on behalf of an entire department or the entire Union body shall be filed by the chairman of the Union's grievance committee and shall be processed starting with the Second Step of the grievance procedure if it involves a department or at the Third Step of the grievance procedure if it involves the entire Union body.

Section 9: Meetings of the joint grievance committees provided for in the Third Step of the grievance procedure shall start not later than 3:30 p.m. on the day for which they are scheduled. The Union committee members, not to exceed a total of two (2) in number, shall be paid their straight time hourly

rate of pay for any time necessarily lost from their regularly scheduled work at the job site to attend such meetings but not to exceed thirty (30) minutes prior to the start of such meetings.

Section 10: The Commission shall be promptly informed in writing as to the membership of the Union's grievance committee and any changes therein.

Section 11: Wherever the words are used in this Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

ARTICLE III - DISCHARGE CASES

Section 1: The Commission agrees that employees shall not be discharged without cause from and after the date of this Agreement, but that in all instances in which the Commission may conclude that an employee's conduct may justify discharge or discipline, such employee shall first be suspended. In all cases of suspension the Commission shall allow the suspended employee an opportunity to discuss his suspension with his steward before being required to leave the property of the Commission. Such initial suspension shall be for not more than five (5) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until after the end of said five (5) day period. During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in a meeting between the Union Grievance Committee, the Superintendent and the Engineer-Manager. After such hearing or if no such hearing is requested, the Engineer-Manager shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. In the event the employee believes he has been unjustly disciplined it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Engineer-Manager pursuant to Step Two of the grievance procedure within two (2) working days after the Engineer-Manager makes his decision as set forth above.

Section 2: In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Commission shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if

any, shall be at the rate of the employee's straight time earnings during the pay period immediately proceeding the date of the discharge less such compensation as he may have earned at other employment during such period.

ARTICLE IV - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Commission agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the Commission. However, it is understood and agreed that the question as to whether an employee's or employees' activity was such as is proscribed by this section may be a proper subject for the grievance procedure.

ARTICLE V - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the County since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Commission since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs for lack of work except as hereinafter provided.

Section 2: All new employees shall be probationary employees until they have worked ninety (90) regularly scheduled working days. The purpose of the probationary period is to provide an opportunity for the Commission to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Commission without regard to his relative length of service. Upon the successful completion of his probationary period the employee's name shall be added to the seniority list as of his last hiring date.

Section 3: The Commission will maintain an up-to-date seniority list. A copy of the seniority list will be posted on

the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4: An employee's seniority shall terminate:

- (a) If he quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work, he fails or refuses to notify the Commission of his intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Commission or, having notified the Commission of his intent to return, fails to do so within ten (10) working days after such notice is sent.
- (c) If he is absent for two (2) working days without notifying his department head or the personnel office prior to or within such two (2) day period of a justifiable reason for such absence. It is understood that employees are expected to notify the Commission of their intended absence as soon as possible prior to the start of their shift from which they will be absent.
- (d) If he accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he presents evidence satisfactory both to the Commission and the Union that it was impossible for him to return to work at the expiration of such leave.
- (e) When he has been laid off for lack of work, or funds, for a continuous period of time in excess of twelve (12) consecutive months.

Section 5: When it becomes necessary to reduce the size of the work force for any reason whatsoever, part-time, seasonal and probationary employees shall be laid off first, providing there are employees with seniority who are available and who can satisfactorily perform the work of the part-time or probationary employee without a break-in or training period. Thereafter, the employees with the least seniority shall be the ones laid off providing senior employees are then available who can satisfactorily perform the work of the laid off employee without a break-in or training period. In the event there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff without break-in or training then the junior employee shall be retained and the next least junior employee shall be laid off.

- (a) If it is necessary to eliminate a job classification or reduce the number of occupants in a job classification, the last employee or employees to enter the job classification shall be the ones removed therefrom. Employees thus removed from the job classification may, in lieu of accepting layoff, exercise their seniority to replace the employee with the least seniority in any lower rated classification, seniority permitting, which work such replacing employee can satisfactorily perform without break-in or training. Employees thus displaced from their job classification shall be entitled to exercise the same right.
- (b) When it is necessary to layoff employees for an indefinite period due to the lack of work or funds, the Commission will endeavor to give the affected employees at least five (5) regularly scheduled working days advance notice of such layoff.
- (c) For the purpose of this Section 5 and Section 6 of this Article an employee who had previously permanently occupied a job in excess of ninety (90) regularly scheduled working days and had not been removed therefrom because of his unsatisfactory performance thereof shall be assumed to be able to satis-

factorily perform such job and shall be given a trial period of up to but not to exceed five (5) regularly scheduled working days to demonstrate that he can perform such job.

Section 6: When recalling employees to work following a lay-off, the senior employee on layoff status who can satisfactorily perform the available work without break-in or training will be the first recalled to work. If there are no employees on layoff status who can satisfactorily perform available work without break-in or training, and the available work is of such a nature that a normal employee should be able to learn to perform such work with minimum break-in or training, the senior laid off employee in the bargaining unit who has the capability and the qualifications to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given a minimal amount of break-in or training. If under this section there are no laid off employees who qualify for recall, then the Commission shall be free to hire new employees to perform such work.

- (a) If an employee is given minimum break-in and training as above provided and demonstrates that with such break-in and training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and not again be eligible for recall to work until work is again available in a job which he can satisfactorily perform without a break-in or training period to which his seniority entitles him.

Section 7: When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification such vacancy shall be posted on the bulletin board for a period of two (2) regularly scheduled working days during which time employees may bid therefore by signing their names on the posting. (A permanent vacancy shall be defined as a vacancy occasioned by the quitting, discharge, retirement, re-assignment or death of the job occupant. The replacement of equipment shall not be considered as a new job or vacancy in an existing job.) The vacancy shall be awarded to the senior employee so bidding who appears to have the present ability and other attributes to satisfactorily perform all the work required in the classification with a trial period of up to ninety (90) working days on his assigned piece of equipment. In the event

there are no bidders for such vacancy or if, among those bidding therefor, there are none who have the above referred to qualifications, then the Commission shall be free to hire new, fully-qualified employees to fill such jobs. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto as soon as is practicable after the award is made. The purpose of the job probationary period is to give the employee an opportunity to demonstrate that he has the ability, skills and other attributes to satisfactorily perform all aspects of the job. An employee may be removed from the job any time during the job probationary period that he demonstrates that he does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job. In the event the employee is removed from the job during his probationary period he shall be returned to the last previous job classification he had permanently occupied.

- (a) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less than his present job, under the bidding procedure during the next succeeding twelve (12) months unless the job classification to which the employee bid was at least two job groups above his permanent job classification, in which event, the employee shall not be eligible to bid on another job during the next succeeding six (6) months.
- (b) Any employee who is removed from a job classification for which he had bid because of his inability to perform the requirements thereof, as above provided, shall be ineligible to bid for another job during the twelve (12) month period following the date of the setback.
- (c) By mutual agreement of the Commission and the Union, an employee who, because of his age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he occupies may be assigned, irrespective of his seniority, to an open job he is capable of satisfactorily performing or may displace an employee with less

seniority in a job classification he is capable of satisfactorily performing.

Section 8: The Commission shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence. The Commission shall also have the right to temporarily transfer employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed nine (9) months. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred.

- (a) It is understood that when it is necessary to temporarily transfer an employee under this section, it is the objective to do so in an expedient manner with the least possible disruption of work. Employees who desire to have the opportunity to be temporarily transferred and thus gain experience on a job when a temporary vacancy occurs shall advise the Engineer-Manager in writing of such a desire. When a temporary vacancy occurs due to an employee being on approved vacation or leave of absence where the Commission had at least five (5) regularly scheduled working days advance notice of such anticipated absence, from among those employees who had notified the Engineer-Manager, as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy as of the beginning of the absence if he can be spared from his regular job classification. When the temporary vacancy occurs due to the absence of an employee because of illness or injury, within five (5) regularly scheduled working days after the

Commission is made aware that the absence will be of a prolonged nature, from among those employees who had notified the Engineer-Manager, as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy if he can be spared from his regular job classification.

- (b) If an employee is temporarily transferred for the Commission's convenience as provided in this Section to a job classification for which the rate range is lower than the rate range for his regular job classification, his hourly rate of pay shall not be reduced. If such temporary transfer is to a job classification for which the rate range is higher than the rate range for his regular job classification, he shall receive the minimum rate of pay applicable for the job until he has worked ninety (90) days on the job at which time he will be paid the maximum rate of pay applicable and shall continue to receive such rate of pay until he has completed the temporary assignment at which time he will be returned to his regular job classification and rate of pay.

Section 9: If an employee is transferred to a position under the Commission not included in the unit and is thereafter involuntarily transferred again to a position within the unit or returns within one (1) year, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 10: The elected chief steward and stewards for the purpose of layoff for lack of work and recalls to work following such layoff only, for the term of their office, shall be considered as having more seniority than any other employee within their area of representation. They shall be the last to be laid off for lack of work from their area and the first to be recalled to work in their area following such layoff providing they have

the then present ability to satisfactorily perform available work in such area. This superseniority shall not apply until such time as such employees have exhausted their actual seniority.

ARTICLE VI - LEAVES OF ABSENCE

Section 1: An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed thirty (30) regularly scheduled working days in any calendar year, provided he obtains advance written permission from the Commission or its designated representative and can be spared from work for that purpose. Applications for such leave must be in writing on the form provided by the Commission. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to seek employment elsewhere and any employee who obtains a leave of absence by misrepresenting the purposes therefor shall be discharged.

Section 2: An employee who because of illness or accident which is non-compensable under the Workmen's Compensation Law is physically unable to report for work shall be given a leave of absence without pay and without loss of seniority for the duration of such disability, provided he promptly notifies the Commission of the necessity therefor and provided further that he supplies the Commission with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Commission.

Section 3: The reinstatement rights of any employee who enters the Military Service of the United States by reason of an Act or Law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such Law shall be determined in accordance with the provisions of the Law granting such rights.

Section 4: Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations and/or when called out due to temporary civil disorders provided such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

Section 5: The Commission agrees to grant reasonable time off without loss of seniority and without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, (1)

provided thirty (30) days written notice is given to the Commission by the Union specifying the length of time off requested, (2) provided the length of time off does not exceed thirty (30) calendar days within the twelve (12) month period, and (3) provided no more than two (2) employees shall be granted such time off for such purpose at any one time.

Section 6: If an employee is elected or appointed to a major state office within the Union requiring his uninterrupted presence and continued absence away from his job, he will be granted a reasonable time off without loss of seniority and without pay for a period of not to exceed one (1) year.

ARTICLE VII - SICK LEAVE

Section 1: All members covered by this Agreement shall accumulate one-half (1/2) day of paid sick leave per month not to exceed a total accumulation of ninety (90) days.

Section 2: In order to qualify for sick leave payments, the employee must report to the Superintendent or Engineer-Manager not later than one (1) hour prior to his normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible. In addition thereto, employees must notify the Superintendent or his designated representative not later than one hour prior to the start of the shift the day of their intended date of return.

Section 3: Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's absence from work is due to his non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or was not attributable to causes occurring while performing work for which he is paid by someone other than the County.
- (b) When an employee's absence from work is necessitated because of his illness or injury arising out of or in the course of his employment by the County and which is

compensable under the Michigan Workmen's Compensation Act, he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the days on which such necessary absence occurred.

- (c) The Commission may for good cause require medical proof of the necessity for said sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence.

Section 4: Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5: Upon retirement or death of an employee, the employee or his estate shall receive an amount equal to one-half (1/2) of the remaining unused sick leave pay.

ARTICLE VIII - FUNERAL LEAVE

Section 1: An employee requesting time off from his regular work shall be granted a period of not to exceed three (3) working days with pay for the purpose of attending and/or arranging for the funeral for a member of his immediate family, which leave shall end with the day of the funeral. This payment shall not be made for any such day on which the employee for any other reason would have been absent from work.

- (a) For the purpose of this section, a member of an employee's immediate family shall be deemed to include his present spouse, children, parents, parents of his present spouse, brothers and sisters.

Section 2: An employee requesting time off from his regular work shall be granted a period of not to exceed one (1) working day for the purpose of attending the funeral of his brother-in-law,

sister-in-law, aunts, uncles and grandchildren.

Section 3: The time off above referred to shall include the day of the funeral and to be eligible for such pay the employee must attend the same. If the Commission requests proof of death and attendance at the funeral, the employee must present such proof in order to receive the pay herein referred to.

ARTICLE IX - LONGEVITY PAY

Section 1: All regular, full-time employees who, as of their anniversary date, have completed five (5) or more years of continuous service with the Commission since their last hiring date shall be entitled to receive longevity pay in accordance with the provisions set forth in this Article.

Section 2: The longevity payment will be made in a lump sum on the first pay day in the month of December following an employee's establishment of eligibility therefor and shall be computed as a percentage of the eligible employees gross earnings from the Commission as of the employee's fifth anniversary date up to and including the last full pay period of that year and each succeeding calendar year thereafter as follows:

<u>Years of Continuous Service Since Last Hiring Date</u>	<u>Percentage of Gross Earnings</u>
5 but less than 10 years	3%
10 but less than 20 years	5%
20 or more years	7%

- (a) All of the payroll period which extends into and ends in the following year will be included in the following years annual salary accumulation.

Section 3: For the purpose of this Article, continuous service shall be broken by (1) quit, (2) discharge, or (3) retirement.

Section 4: Employees absent from work due to lay-off, physical disability, authorized sick leave or leave of absence for a period of more than two (2) consecutive months during a calendar year shall not be credited with nor continue to accumulate continuous service for any period thereafter until they have returned to work and are on active pay status.

ARTICLE X - HOURS OF WORK

Section 1: The normal work day shall consist of eight and one-half (8-1/2) hours and the normal work week shall consist of forty-two and one-half (42-1/2) hours, Monday through Friday, both inclusive; however, nothing contained herein shall be construed to constitute a guarantee of eight and one-half (8-1/2) hours of work or pay per day or forty-two and one-half (42-1/2) hours of work or pay per week. However, it is understood and agreed that it is not the intention of the Commission to use this section to circumvent the payment of overtime.

Section 2: For the purpose of this Agreement, the week shall begin at midnight Wednesday night and the day shall be a calendar day. However, any shift that starts work prior to midnight and continues until after midnight shall be considered as having been worked in its entirety on the day which the shift ended.

Section 3: Employees shall be entitled to a rest or break period of not to exceed ten (10) minutes duration at or near the midpoint of the first half of their eight and one-half (8-1/2) hours shift and of not to exceed ten (10) minutes duration at or near the midpoint of the second half of their eight and one-half (8-1/2) hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. In the event an employee works twelve (12) consecutive hours in any work day he shall be entitled to an additional one-half hour paid break period upon the completion of the twelfth (12) hour of work.

- (a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except as above provided and except for the unpaid lunch period at or near the midpoint of their eight and one-half (8-1/2) hour shift.

Section 4: When overtime is to be worked, the Commission will endeavor to give the employees involved reasonable advance notice, if possible. If the Commission notifies an employee at or before the midpoint of his regular shift on the preceding reg-

ularly scheduled working day before the overtime is to be worked, the Commission shall have the right to require such employee to work the overtime. Such overtime shall be considered as scheduled overtime and shall be as equitably distributed as is practical among the employees within the department who have the present ability to satisfactorily perform the required work. However, when the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis immediately prior to the overtime period, it shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

- (a) For the purpose of overtime distribution the Commission is divided into the following three (3) departments:
 - 1. Equipment maintenance
 - 2. Road maintenance
 - 3. Engineering-sign shop
- (b) Employees who are offered the opportunity to work overtime and refuse it, except for other than just cause, shall be charged double the amount of overtime actually worked by the employee who does the required work, for the purpose of equitable distribution of overtime.
- (c) It is understood and agreed that when it is necessary to have work performed on an overtime basis other than as set forth above, or on a call-in basis, and an insufficient number of employees are willing to accept the work, then the qualified employee or employees in the department where the work is to be performed with the least seniority shall be required to accept the assignment.

Section 5: Time and one-half an employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of forty-two and one-half (42-1/2) hours in any work week.

- (a) When an employee is required to work on Sunday he shall be paid double his straight time hourly earnings for the hours so worked.

ARTICLE XI - WAGES

Section 1: The job classifications and rate range applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: If, during the life of this Agreement, a new job classification is created, the Commission shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classifications. If negotiations have not been initiated during said fifteen (15) calendar days period, the rate range so assigned shall become permanent.

Section 3: It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the County.

Section 4: Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned.

Section 5: An employee who reports for work at the start of his regularly scheduled shift and is sent home because there is no work available for him shall receive four (4) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work he shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not apply when the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four (4) hour period refuses to perform the same.

Section 6: An employee who is called in for special or emergency duty shall be guaranteed three (3) hours of work or pay Monday thru Friday at his appropriate rate or, four (4)

hours of work or pay Saturday or Sunday at his appropriate rate, whichever is applicable. This provision shall not apply to an employee who is offered three (3) or four (4) hours of work, whichever is applicable, and refuses to perform the same nor shall this provision apply to employees who are called in for periods of less than three (3) or four (4) hours, whichever is applicable, prior to the start of a shift but who continue to work a regular shift thereafter.

Section 7: For the duration of this Agreement, the Commission agrees to continue the present retirement program in accordance with the terms and provisions prevailing immediately prior to the execution of this Agreement.

Section 8: For the duration of this Agreement, the Commission agrees to continue the benefit level of the present group insurance program in accordance with the terms and provisions prevailing immediately prior to the execution of this Agreement, except that the life insurance per employee shall be continued at \$4,000.00 and the amount available to employees upon retirement shall be reduced to \$1,000.00.

ARTICLE XII - HOLIDAYS

Section 1: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, four (4) hours the day before Christmas, Christmas Day, New Years Day and one (1) additional day to be decided upon around Memorial Day, shall be recognized as legal holidays for which the Commission will not normally schedule work. When any of the full day holidays occur on a Sunday, the following Monday shall be observed as the holiday and when the holiday falls on Saturday, it shall be observed on the preceding Friday. Qualified employees will receive one (1) day's pay for each holiday.

Section 2: To be eligible to receive holiday pay hereunder, an employee must be a permanent, full-time employee, must have worked the scheduled day the day before the holiday and the scheduled work day the day after the holiday, (1) unless the holiday occurs during the employee's vacation period; (2) unless the employee's absence is due to a layoff for lack of work which began within the last thirty (30) calendar days prior to said holiday and (3) unless such employee was excused in writing by the Commission from working all or part of the hours he was scheduled to work on such days.

Section 3: One (1) day's pay as referred to in Section 1 above shall constitute eight and one-half (8-1/2) hours of pay at the employee's regular straight time hourly rate at the time such holiday occurs.

- (a) When an employee is required to work on any of the above named holidays, he will receive time and one-half his regular straight time hourly earnings for the hours so worked in addition to his regular holiday pay if he qualifies for the latter.
- (b) If a paid holiday occurs during a qualified employee's scheduled vacation, his vacation period will be extended by one (1) day.

ARTICLE XIII - VACATIONS

Section 1: All regular hourly paid road or shop employees having completed one (1) or more years of continuous employment with the Road Commission since their last hiring date shall receive vacations with pay in accordance with the following schedule:

- (a) Employees who, as of the anniversary date of their employment, have completed one (1) but less than eight (8) years of continuous service since their last hiring date shall be entitled to two (2) weeks of vacation with two (2) weeks of vacation pay.
- (b) Employees who, as of the anniversary date of their employment have completed eight (8) but less than sixteen (16) years of continuous service since their last hiring date shall be entitled to three (3) weeks of vacation and three (3) weeks of vacation pay.
- (c) Employees who, as of the anniversary date of their employment, have completed sixteen (16) but less than twenty (20) years of continuous service since their last hiring date shall be entitled to three (3) weeks of vacation with pay and in addition thereto shall be entitled to one additional day of vacation with pay for the seventeenth, eighteenth and nineteenth years of continuous service since their last hiring date.
- (d) Employees who, as of the anniversary

date of their employment, have completed twenty (20) or more years of continuous service since their last hiring date shall be entitled to four (4) weeks of vacation with four (4) weeks of vacation pay.

Section 2: A week of vacation pay as provided for in Section 1 above shall equal forty-two and one-half (42-1/2) hours of pay at the employee's regular hourly rate as of his anniversary date. For the purpose of Section 1(c) of this Article, one (1) day of vacation pay shall equal eight and one-half (8-1/2) hours of pay at the employee's regular hourly rate as of his anniversary date. It is understood and agreed that by changing the vacation eligibility date from January 1 of each year to the employee's anniversary date, no employee shall gain additional vacation time off or vacation pay as a result of this change.

Section 3: Employees shall not be allowed to accumulate vacation time off from year to year nor shall they be allowed to combine one years vacation with another without the expressed written consent of the Commission.

Section 4: An eligible employee may take his vacation at any time during the year in which he is eligible for vacation. Request for vacation periods must be made prior to April 1 of each year. The Commission will determine the number of people who can be spared for vacation purposes at the same time. When an employee requests a different time for vacation, his request shall receive consideration.

Section 5: If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1st of the year, preference shall be given to the employees with the greater amount of seniority. As among those who do not make their wishes known prior to April 1st of any year, preference shall be given in order of receipt by the Commission of the written requests for vacation time off.

Section 6: An employee will not be paid for vacation time while he is drawing sick leave benefits.

Section 7: If an employee, who is otherwise eligible for vacation with pay, quits or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee

quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified or to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the pension plan or dies prior to such anniversary date, he, or in the latter case, his designated beneficiary, shall receive a pro-rated share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

ARTICLE XIV - GENERAL

Section 1: The Commission shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

- (a) The rules regarding the conduct of employees thus established by the Commission prior to the date of execution of this Agreement are attached hereto as Appendix B.

Section 2: The Commission will provide a bulletin board in the garage upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 3: So long as an employee is classified as a supervisor by the Commission he will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not available or in case of emergencies. "Other employees are not available" shall be defined to mean that other qualified employees are not available to perform the work without disrupting other necessary work. It is understood and agreed that the purpose of this section is not to displace regular employees on a permanent basis nor to regularly deny employees overtime or cause the layoff of regular employees.

Section 4: The Commission will not sub-contract work normally

performed by bargaining unit employees if and when in its judgment, it has the available manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work can be performed by bargaining unit employees on an efficient and economical basis. It is not the intent of the Commission to sub-contract work which would result in a lay-off of the then present employees.

Section 5: Physical examinations shall be required of all employees of the Commission, such examinations to be made by a physician chosen by the said Commission. All present and future employees shall, except seasonal employees, receive regular physical examinations at such intervals as shall be fixed by the Commission and when requested by the Commission prior to the return from absences due to illness or injury, such periodic examinations to be made by a physician chosen by the Commission, and shall be at the expense of the Commission. Employees required to report for physical examinations shall be paid at the usual scale for the time required. The Commission reserves the right to require employees to take a sick leave of absence, until such time as they have exhausted their S & A benefits, sick leave credits, as provided for in Article VII, and then take a leave of absence without pay who are not physically fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being in reasonable proportion to his height. Such action shall only be taken if a physical examination performed by a medical doctor of the Commission's choice at the Commission's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee at his own expense may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor mutually satisfactory to the Commission and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally between the Commission and the Union and his findings shall be binding on the employee, Commission and Union.

Section 6: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Commission and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7: It is understood and agreed that this Agreement replaces any and all practices, policies and procedures relating to the wages, hours and working conditions of the bargaining unit employees and that any previous fringe benefits or working conditions not incorporated herein by references is hereby negated.

ARTICLE XV - DURATION OF AGREEMENT

This Agreement shall become effective as of the 9th day of October, 1972, and shall remain in full force and effect until 12:01 a.m. the 10th day of October, 1975, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to its expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

The authorized representatives of the parties hereto have executed this Agreement in Kalamazoo, Michigan, this _____ day of November, 1972.

LOCAL NO. 214 - INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA, IND.

BOARD OF COUNTY ROAD
COMMISSIONERS OF KALAMAZOO
COUNTY

APPENDIX A

JOB CLASSIFICATION AND RATES OF PAY

Section 1: The following job classifications and rates of pay are hereby established and shall become effective on the dates indicated:

	Effective 10-9-72 <u>Min. Max.</u>	Effective 10-9-73 <u>Min. Max.</u>	Effective 10-9-74 <u>Min. Max.</u>
<u>JOB GROUP #1</u>	4.13 - 4.38	4.40 - 4.65	4.69 - 4.94
Motor Grader (22,000# and over)			
Gradall			
Crane			
Equipment Mechanic #1*			
 <u>JOB GROUP #2</u>	 3.99 - 4.19	 4.26 - 4.46	 4.55 - 4.75
Loader (8,000# & over)			
Dozer			
Brush Cutter			
Sani-Vac			
Ranger			
Rollers - 2			
Athey Loader			
Equipment Mechanic #2*			
Low Boy (Hauling Eq.)			
Tar Distributor			
Heavy Trucks (tandem axel) driver and/or all wheel driver trucks when on gravel road maintenance route only)			
 <u>JOB GROUP #3</u>	 3.84 - 4.04	 4.11 - 4.31	 4.40 - 4.60
Heavy Trucks (including tandem axel drive and/or all wheel drive trucks)			
Chloride Distributor (truck)			
Chip Spreader			
Gas Truck - Custodian			
Sign Shop Assistant - P			
Shoulder Maintainer - Light Grader			
Gradall Truck Driver			
Radio Dispatcher - P			

	Effective 10-9-72 Min. Max.	Effective 10-9-73 Min. Max.	Effective 10-9-74 Min. Max.
<u>JOB GROUP #3, cont.</u> Assistant Shop Mechanic Mechanic Helper Low Boy (hauling material)			
<u>JOB GROUP #4</u> Truck Broom Loaders (under 8,000#) Sign Shop Helper Medium Trucks over 23,000#	3.68 - 3.83	3.95 - 4.10	4.24 - 4.39
<u>JOB GROUP #5</u> Stake Truck Chain Saws Tractor Mowers Semi-skilled Chloride Distributor Helper Sani-Vac Helper Garage Night Gas Man	3.57 - 3.72	3.84 - 3.99	4.13 - 4.28
<u>JOB GROUP #6</u> Laborer	3.47 - 3.62	3.74 - 3.89	4.03 - 4.18

Section 2: When an employee bids, bumps due to a layoff or is transferred pursuant to Section 7(c) of Article V, the following provision shall apply with respect to the applicable rate of pay:

- (a) When an employee is awarded and is performing the job for which the maximum of the rate range is higher than the maximum of the job from which he bid or bumps, such employee shall for the first thirty (30) calendar days on such job continue to receive his present rate (not to exceed the maximum of his rate range) or the minimum rate for the job classification into which he bid or bumped, whichever is the higher. At the end

*Equipment Mechanic #1 and 2 shall receive an annual tool allowance of seventy-five (\$75.00) dollars.

of the first thirty (30) days, the employee shall receive an increase of five (5) cents per hour. Thereafter at the end of each thirty (30) calendar days the employee shall receive an increase of five (5) cents per hour or fraction thereof until he reaches the maximum of the rate range for the bid job.

- (b) When an employee is awarded a job in a classification for which the maximum of the rate range is less than the maximum of the job from which he bid or bumps, such employee shall continue to receive the rate he was receiving prior to the bid or bump or the range of the job to which he bid or bumped, whichever is least. If the maximum of the rate range of the job he thus enters is higher than the rate of pay he was receiving on the job he occupied prior to such bid or bump, he shall be advanced to such maximum as prescribed in subsection (a) above.

Section 3: Premium pay of ten (10) cents per hour will be paid to the broom operators when operating said equipment.

Section 4: Premium pay of ten (10) cents per hour will be paid to all night-shift personnel.

Section 5: The Commission agrees to continue the present level of health insurance benefits for all permanent, full-time employees who have completed their probationary period with an insurance carrier or carriers licensed to do business in the State of Michigan and to contribute towards the purchase of said health insurance on the same basis as they did immediately prior to the execution of this Agreement.

- (a) Accident and illness insurance coverage commencing with the first day of an accident and the eighth day of sickness is paid in full by the Commission and provides for weekly payments of \$60 or 66-2/3 percent of the employee's salary, whichever is less, for a period of twenty-six (26) weeks for absence resulting from accidents or illnesses contracted when not on the job. A new employee is eligible for this benefit upon completion of his probationary period.

APPENDIX B

Section 1: For the violation of any of the following rules, an employee shall be subject to discharge or suspension without pay for a period of up to two (2) weeks at the discretion of the Commission.

- (1) Gross neglect of duty or refusal to comply with Commission's instructions unless such instructions are injurious to employee's safety or health.
- (2) Insubordination.
- (3) Immoral or indecent conduct.
- (4) Intentional falsification of Commission records.
- (5) Knowingly marking the timecard of another, having one's timecard marked by another or unauthorized altering of a timecard.
- (6) Theft or intentional destruction of Commission's or another employee's property or removal of County property from Commission's premises without authorization of the Commission.
- (7) Sleeping on the job.
- (8) Drinking or possessing any alcoholic beverage on Commission's time, premises or equipment, or reporting to work while under the influence of alcoholic beverages.
- (9) Conviction of a felony while an employee of the Commission.
- (10) Deliberate or careless conduct endangering the safety of himself or others.
- (11) Unreasonable number of wage assignments and/or garnishments. "Unreasonable" shall be deemed to mean two (2) within a twelve month period.
- (12) Abusive, threatening or coercive treatment of members of the public.
- (13) Conviction of any moving traffic violation for which an employee receives six or more points during a twelve (12) month period, while driving Commission's vehicles.
- (14) Absence from work for two (2) consecutive regularly scheduled working days without an excuse acceptable to the Commission.

- (15) Serious violation of a safety rule or safety practice.

Section 2: For the commission of any of the following offenses an employee shall receive a written warning notice. If an employee receives three (3) written warning notices (for the same or different offenses) within a period of twelve (12) consecutive months, such employee shall thereupon be discharged:

- (1) Late to work without an excuse acceptable to the Commission.
- (2) Carelessness which necessitates the scrapping or repairing of Commission's equipment or property.
- (3) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of Commission.
- (4) Smoking in unauthorized areas.
- (5) Abusive, threatening or coercive treatment of another employee.
- (6) Minor violation of a safety rule or safety practice.
- (7) Failure to report for work without giving the Commission advance notice unless it was impossible to give such advance notice.
- (8) Creating or contributing to poor housekeeping in the building or equipment.
- (9) Vending, soliciting or collecting contributions on the Commission's time or premises without written authorization from the Commission.
- (10) Posting, removing or defacing any matter on the Commission's bulletin boards or property without authorization by the Commission.
- (11) Permitting any person who is not an employee to enter or ride in a County vehicle without authorization of the Commission.
- (12) Failure to attend meetings called during working hours by the Commission without an excuse acceptable to the Commission.