

5-31-76

# AGREEMENT

Between

**KENT COUNTY  
ROAD COMMISSION**

and

**International Brotherhood of  
Teamsters, Chauffeurs, Warehousemen  
and Helpers of America**

Michigan State University

LABOR AND INDUSTRIAL

RELATIONS LIBRARY



Effective May 31, 1973 - May 31, 1976

*Kent County Road Comm.*

*Kent County Road Commission  
1500 Scribner Ave., N.W.  
Grand Rapids, Mich. 49504*

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## LETTER OF UNDERSTANDING

For ease in preparation of this Agreement, the consolidation of classifications of Tire Repairman, Painter Bodyman, Blacksmith and Welder I into the Maintenance Mechanic I classification and the consolidation of Welder II classification into the Maintenance Mechanic II classification was listed in Appendix "A" as effective May 31, 1973. This, of course, was not the agreement between the parties and these classification consolidations were to become effective the first pay period following ratification.

In addition, the rate of pay of Foreman I classification listed under May 31, 1973 includes the additional six cents (6¢) per hour adjustment. This was done for convenience in drafting the Agreement but is not correct since that six cents (6¢) adjustment was to become effective the first pay period following ratification.

In computing retroactivity, the classifications of Tire Repairman, Painter Bodyman, Blacksmith, Welder I and Welder II will be twenty-five cents (25¢) per hour. In figuring retroactivity the Foreman I classification shall be twenty-five cents (25¢) per hour.

APPROVED BY:

INTERNATIONAL BROTHERHOOD OF TEAM-  
STERS, CHAUFFEURS WAREHOUSEMEN  
AND HELPERS OF AMERICA, LOCAL NO. 214

By: G. N. McIlvain  
Gordon C. Blossom  
Sharey VaiVada  
Norbert Fisher  
Loren Wolters  
John J. Oostema  
Edwin D. Mueller  
Richard Luneke

Date: December 14, 1973

## LETTER OF UNDERSTANDING

**Subject:** Scheduling of Third Step grievance meetings and pay for lost time of employees attending such meetings.

The Road Commission will schedule Third Step grievance meetings on days mutually convenient to the Road Commission and Union Representatives. Such meetings will be scheduled during the latter part of the afternoons so that a reasonable amount of time is allowed for the meeting during the employee's regularly scheduled working hours. Meetings so scheduled and attended by the Chief Steward, and the Steward of the employee involved together with the employee involved, if necessary, will result in the Road Commission paying for the time lost by such employees from their regularly scheduled shift.

The Road Commission agrees to follow this procedure but if, in the Road Commission's opinion, it becomes an unreasonable financial burden on the Road Commission because of the number of employees involved and the frequency of meetings, then in that event, upon notice to the Union, this practice will be discontinued and further meetings at the Third Step level will be scheduled during non-working hours.

### KENT COUNTY ROAD COMMISSION

By: John J. Oostema  
Edwin D. Mueller  
Donald R. Schofield  
Homer G. Preston

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

By: G. N. McIlvain  
Gordon C. Blossom  
Sharey VaiVada  
Norbert Fisher  
Loren Wolters  
Richard Luneke

Dated: December 14, 1973

## AGREEMENT

THIS AGREEMENT, made and entered this 14th day of December, 1973, effective May 31, 1973, by and between KENT COUNTY ROAD COMMISSION, 1500 Scribner Avenue, N.W., Grand Rapids, Michigan, hereinafter referred to as the "Road Commission," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA and its LOCAL NO. 214, together hereinafter referred to as the "Union."

### RECOGNITION

**Section 1. Collective Bargaining Unit.** The Road Commission hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all of the employees employed at the Road Commission in the following described unit:

All employees, including forestry, park, engineering aides, survey crews, truck drivers, heavy equipment operators, custodians, office employees, clerical employees, employed at the Kent County Road Commission, BUT EXCLUDING all supervisory employees, including the golf course manager, management employees, engineers I, temporary and seasonal employees and all other employees.

**Section 2. Classifications and Definitions.** An employee for purposes of this Agreement shall be a full time employee as classified and listed in Appendix "A" of this Agreement. For purposes of this Agreement, a full time employee shall be defined as one whose schedule of work usually consists of at least forty (40) hours or more per week on a continuous and not seasonal or temporary basis. The Road Commission reserves the right to employ temporary or seasonal employees (including the utilization of prisoners) who shall not be subject to the terms of this Agreement, provided that there

are no bargaining unit employees on layoff excluding Federal E.E.A. employees. A temporary or seasonal employee is one employed on a full or part-time basis for a limited period and not for a permanent duration.

### UNION SECURITY

**Section 3. Agency Shop.** All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's 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 regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

### Section 4. Checkoff Dues and Initiation Fees.

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

(b) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the second pay period of the month and will be deducted monthly thereafter on the second pay period of the month. Deduction of initiation fees will be made in two (2) equal amounts from wages payable the following two pay periods from the effective date of the authorization. Dues de-

ducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the pay roll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed checkoff authorizations and whose dues have been deducted from their pay checks. Where an employee, who is on checkoff, is not on the pay roll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months.

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

(d) The Union agrees to hold the Commission harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

**Section 5. Extra Contract Agreements.** The Road Commission agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, concerning wages, hours or working conditions which is contrary to the terms of this Agreement.

## REPRESENTATION

**Section 6. Stewards and Bargaining Committee.**

(a) **Stewards.** The Road Commission shall recognize stewards selected or elected by the Union for the purpose of processing grievances at the appropriate steps of the grievance procedure in their assigned areas of responsibility. A steward shall have no authority outside of his assigned area. One steward shall represent each of the following areas:



## Main Garage

District #2, Sparta

District #3, Cedar Springs

District #4, Rockford

District #5, Ada

District #6, Caledonia

District #7, Clyde Park, Grand Rapids

Office and Clerical

Engineering

Main Garage Mechanics Department

Parks Department

Blacktop Crew (when seasonably working)

(b) **Chief Steward.** The Road Commission shall also recognize a chief steward who shall have the responsibility of administering this Agreement at the appropriate steps of the grievance procedure, and he shall be chairman of the bargaining committee. All official communications between the parties shall be through the chief steward.

(c) **Bargaining Committee.** The Road Commission shall recognize a bargaining committee composed of five (5) employees including the chief steward who shall be its chairman. It shall be the sole function of the bargaining committee to meet with representatives of the Road Commission for the purpose of negotiating any modifications or renewals of this Agreement.

**Section 7. Reporting.** When it is necessary for a Union representative to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, such representative shall notify his foreman. He shall return to his job as promptly as possible and upon return he shall immediately report to his foreman. If it is impossible for a Union representative to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made. Stewards shall have responsibility for their designated District Garage or group.

**Section 8. Notification.** The Road Commission shall be informed in writing of the names of the Union representatives, including its officers.

**Section 9. Alternate Stewards and Committeemen.** Alternate stewards or committeemen may be appointed by the Union to serve temporarily in place of the selected or elected Union representative due to the absence of such representative. Alternate stewards and committeemen shall have the same rights and duties as a selected or elected steward or committeeman during the period of replacement. The Union shall notify the Road Commission in writing of any appointment of an alternate steward or committeeman before recognition is granted by the Road Commission.

**Section 10. Access.** Authorized representatives of the Union shall be permitted to visit the operation of the Road Commission during working hours to talk with stewards of the Local Union, and/or representatives of the Road Commission concerning matters covered by this Agreement, without interfering with the progress of the work force.

### MANAGEMENT RIGHTS

**Section 11. Rights.** The management of the Road Commission, the determination of all matters of management policy; Road Commission, department and district operation and location; the direction of the working force, including without limiting the right to hire, discipline, suspend or discharge for just cause, promote, demote, transfer or layoff employees, or to reduce or increase the size of the working force, to establish rules and regulations, or to make judgments as to ability and skill, is within the sole prerogatives of the Road Commission, provided however, that they will not be used in violation of any provisions of this Agreement. The Road Commission shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service; the schedules and standards of work,

methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Road Commission shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance if necessary. It is understood that except as expressly limited in this Agreement, the Road Commission reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Road Commission's operations.

## GRIEVANCE AND ARBITRATION PROCEDURE

**Section 12. Definition of Grievance.** A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

**Section 13. Grievance Procedure.** All grievances shall be handled in the following manner:

(a) **Verbal Procedure.** An employee or group of employees with a complaint shall discuss the matter with their immediate supervisor within five (5) workdays from the event which caused the grievance or the grievant's first knowledge thereof. If requested by the employee, the employee may be represented by his steward. Every effort shall be made to satisfactorily settle the complaint in this manner.

(b) **Written Procedure.**

**Step 1.** If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance, signed by the employee, within forty-eight (48) hours of the Road Commission's answer in the verbal procedure. The grievance shall be submitted to the immediate supervisor involved and the immediate supervisor and the steward shall discuss the grievance in an ef-

fort to settle the same. If the grievance is not satisfactorily resolved within three (3) working days, the immediate supervisor shall place his disposition thereon and return it to the steward.

**Step 2.** Any grievance which is not resolved in Step 1 of the written procedure may be submitted to a designated management representative within seventy-two (72) hours after receipt of the Road Commission's written disposition in Step 1. The designated Road Commission representative and the chief steward shall discuss the grievance in an effort to settle the same. If the grievance is not satisfactorily resolved within five (5) working days, the designated management representative shall place his disposition thereon and return it to the chief steward.

**Step 3.** If the grievance is not settled satisfactorily in Step 2 of the written procedure, the Union may submit the grievance to a designated management representative within five (5) working days after receipt of the Road Commission's written disposition in Step 2. Management representatives, the Chief Steward, the steward of the employee involved and the Business Agent of the Union shall meet to discuss the grievance in an effort to settle the same. Either party may have additional non employee representatives present if desired. The parties shall have ten (10) working days within which to meet to discuss the grievance. If the grievance is not satisfactorily resolved, it may be submitted to mediation by the Union giving written notice to the Road Commission within ten (10) working days following the Commission's answer in Step 3. The Road Commission agrees to mail a copy of its answer in

Step 3 to the Business Agent of the Union and to furnish a copy to the chief steward.

**Step 4.** Upon receipt of written notice of intent to mediate a grievance filed with the Commission by the Union, the Union and the Road Commission shall notify the Michigan Employment Relations Commission that an impasse has been reached requesting the appointment of a mediator to meet with the Union and the Road Commission. The Union may have in attendance at the mediation session its chief steward, steward of the employee involved, the employee, the Business Agent, or any other non-employee representative. If the grievance is not resolved, the Union may submit the grievance to arbitration in accordance with the procedures established in this Agreement.

**Section 14. Time Limitation.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Road Commission, the grievance shall automatically advance to the next step, but excluding mediation and arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

**Section 15. Time Computation.** Saturday, Sunday and holidays shall not be counted under the time procedures established in this grievance procedure.

**Section 16. Grievance Form.** The grievance forms shall be mutually agreed upon.

**Section 17. Arbitration Request.** The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within ten (10) working days following receipt of the Road Commission's disposition in Step 4 of the grievance procedure. The President and Executive Board of the Local Union

shall decide whether or not a case shall be submitted to arbitration.

**Section 18. Selection of Arbitrator.** Any grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of arbitrators obtained from the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the Road Commission and the Union.

**Section 19. Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all the powers, duties, rights and authority expressly or impliedly imposed upon or granted to the Road Commission by law or statute are inviolate; that this Agreement shall at all times be interpreted and construed so as to effectively protect and effectuate such powers, duties, rights and authority and the welfare, safety and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding upon the Union, the Road Commission and employees.

**Section 20. Arbitration Hearings.** An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Road Commission or the Union, shall be excused from the hearing after the testimony is completed.

## NO STRIKE - NO LOCKOUT

### Section 21. Prohibition.

(a) The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, stewards or employee members will directly or indirectly call or cause any strike, work stoppage, slowdown, picketing, cessation of employment or any other concerted activity that interferes with the service or peaceful operations of the Road Commission. The Road Commission agrees that during the term of this Agreement it will not lockout any employees covered by this Agreement.

(b) The Union and the Road Commission agree that discharge is an appropriate penalty for any employee who engages in any prohibited activity provided in this Section and any appeal to the grievance procedure shall be limited to the question of whether the employee did in fact engage in any prohibited activity provided in this Section.

(c) No employee shall be forced to work on any job which would be injurious to his life or safety.

## SENIORITY

**Section 22. Probationary Period.** Employees shall acquire seniority after having been employed for a period of six (6) months after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or discharged by the Road Commission without regard to this Agreement.

**Section 23. Seniority Definition.** Seniority shall be defined to mean the length of the employee's continuous service with the Road Commission commencing from his last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. Seniority shall be on a County-wide basis.

**Section 24. Indefinite Layoff.** When employees are to be laid off due to a reduction in the work force, the following procedure will be applied:

(a) The first employee to be laid off shall be the probationary, seasonal and temporary employees in the classifications affected and further layoffs shall follow the inverse order of seniority in the classifications affected provided however that the senior employee retained has the ability to perform the required work.

(b) Upon being displaced from his classification, the Road Commission shall place the employee on a job which he is capable of performing by reason of his training or experience provided he has the greater seniority of the employee he is to replace, all to the end that the employee with the least seniority shall be the first employee to be laid off from work provided however that the senior employee retained has the ability to perform the required work.

**Section 25. Recall.** Recall to work shall be accomplished in the following manner:

(a) The employees with the greatest seniority in the classification affected shall be recalled first and thereafter in order of the employee's seniority in the classification affected, provided however, that the recalled employee has the ability to perform the required work.

(b) An employee displaced from his regular classification under the seniority provisions of Section 24 of this Agreement shall have recall rights to his regular classification and must accept such recall when offered, provided however, that an employee who advances himself through the job advancement procedure established in this Agreement while not in his regular classification may elect to remain on the bid job by notifying his foreman within two (2) working days after having been recalled to his regular classification. If such notice is given,



the employee's recall rights and obligations to his regular classification are cancelled.

**Section 26. Recall Procedure.** When employees who have seniority with the Road Commission are recalled to work from a layoff, the following procedures shall be followed:

(a) The Road Commission shall attempt to telephone the employee and then notify the employee by registered or certified mail, return receipt requested, sent to his last known address. If the Road Commission could not contact the employee, a less senior employee may be called. If the senior employee reports to work within three (3) working days from the receipt of the notice, he shall not be paid for reporting, but he shall be placed on his regular job as soon as possible within twenty-four (24) hours.

(b) If an employee does not report for work within three (3) working days following receipt of registered or certified notice of recall, he shall be considered as having voluntarily quit. In the event that accidents, sickness or similar emergency prevents an employee from reporting within three (3) working days, he shall not lose his seniority, provided that the employee can establish these reasons for his failure to report.

(c) It shall be the employee's sole responsibility to keep his current telephone number and address on file with the Road Commission on the approved forms.

**Section 27. Seniority List.** The parties have agreed upon a seniority list and the Road Commission agrees to furnish the Union with a current seniority list from time to time upon reasonable notice.

**Section 28. Loss of Seniority.** An employee's seniority with the Road Commission shall terminate for the following reasons:

(a) If he quits or retires.

(b) If he is discharged for cause.

(c) If he is absent from work for three (3) consecutive working days, unless otherwise excused.

(d) If he fails to report for work within three (3) working days following notice of recall.

(e) If he fails to return on the required date following a leave of absence or vacation, unless otherwise excused or in case of emergency.

(f) If he is on layoff status consecutively for a period of twelve (12) months.

**Section 29. Non-Bargaining Unit Employees.** Employees who are employed in non-bargaining unit jobs on the effective date of this Agreement shall be credited with seniority equal to their length of continuous employment with the Road Commission but shall not accumulate additional seniority beyond the effective date of this Agreement. Employees who are hereafter promoted to non-bargaining unit jobs shall retain their seniority but shall not accumulate additional seniority while employed in a non-bargaining unit job. The Road Commission shall, in its sole discretion, determine the wages, hours and conditions of employment, for non-bargaining unit employees including whether such employee may be discharged or demoted into the bargaining unit. If a non-bargaining unit employee is placed into the bargaining unit, he shall be so placed in line with his seniority on a job which he is qualified and capable to perform.

### **Section 30. Job Advancement.**

(a) The Road Commission and the Union subscribe to the principle of upgrading employees to higher occupational pay levels. All permanent new jobs and vacancies that occur shall be posted on all district bulletin boards for a period of three (3) working days. Employees wishing to bid on such jobs shall write their name on the posting. The job shall be awarded within a reasonable period of time

on the basis of seniority and qualifications to perform the required work. Where qualifications are equal, the employee with the greater seniority shall be awarded the job. In considering the employee's qualifications to perform the required work, the Road Commission shall consider the employee's work record, training, experience and ability. An employee so advanced shall receive the starting rate of the new job. Employees who have advanced themselves shall not advance themselves again for a period of not less than twelve (12) months unless otherwise mutually agreed by the Road Commission and the Union. Temporary vacancies or new jobs shall not be posted but shall be filled by temporary transfer. A temporary vacancy or new job is one that is occasioned by operation of thirty (30) days or less, vacation or leave of absence (excluding military leave). Employees advanced into the office clerical or engineering aid classifications shall be expected to remain in such classifications unless unusual circumstances arise and in such event, the matter shall be considered under paragraph (d) hereof or by mutual agreement between the Union, the Road Commission and the employee.

(b) If there is a dispute between the Road Commission and the Union concerning an employee's qualifications to perform the required work, the employee in question shall be given a trial period of three (3) days to determine whether he is qualified to perform the required work.

(c) The classification of Foreman I which shall be considered as a leadman classification shall not be posted and the Road Commission reserves the right to appoint or remove at its discretion employees filling that classification.

(d) Under special circumstances where an employee desires to transfer to a different job calling for the same or lesser labor grade, the employee may make application to the Road Commission on the approved forms. The Road Commission shall determine whether such transfer is possible. If such

a transfer would affect other employees' seniority rights, such transfer shall be made only if the Union and the Road Commission mutually agree.

**Section 31. Permanent Job Transfers.** An employee who is permanently transferred from one department or District Garage to another or who is in a new department or District Garage as a result of a job advancement shall carry his County-wide seniority with him to the new classification, department or District Garage.

**Section 32. Temporary Job Transfer.** When additional manpower is needed on a temporary basis to assist production in another department, classification or District Garage, the Road Commission reserves the right to make temporary transfers from where manpower is available. If the necessary volunteers are not obtained, then temporary transfers shall be made on the basis of inverse seniority from among those qualified employees available for such transfer. Employees who are temporarily transferred shall not suffer a reduction in wages.

**Section 33. Humanitarian Transfer.** Upon mutual agreement of the Road Commission and the Union, an employee may be assigned disregarding seniority due to an employee's disability, age or condition of health.

## LEAVES OF ABSENCE

**Section 34. Seniority Retention.** An employee shall retain his seniority while on an approved leave of absence, but vacation and paid sick leave credits shall not accrue during such absence beyond a fourteen (14) day period.

**Section 35. Personal Leave.** The Road Commission for good cause shown, may grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of leave of absence may be granted at the Road Commission's discretion, provided it is requested prior to the termination of the thirty (30) day period. Leave of absence shall not

be given for the purpose of obtaining or working at other employment.

**Section 36. Maternity Leave.** An employee who becomes pregnant will not be permitted to work after the end of the fifth (5th) month of pregnancy and may not return to work before the end of the second (2nd) month after termination of pregnancy. Additional time may be granted upon presentation of a physician's certificate indicating that the employee needs additional maternity leave. All employees returning to work from a maternity leave must present a physicians certificate that she is physically able to perform her job. All employees who become pregnant must notify the Road Commission office not later than the end of the fourth (4th) month of pregnancy of the expected delivery date. This notice shall be supported by a physician's statement. Failure to so notify the Road Commission may disqualify the employee's right to maternity leave of absence. If the Road Commission orders an employee to have a physical examination apart from her regular medical care, the Road Commission shall pay for such examination.

**Section 37. Military Leave.** Any employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statutes and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.

**Section 38. Jury Leave of Absence and Pay.** An employee with seniority who is summoned and reports for jury duty on a day he is otherwise scheduled to work shall be paid for each day (up to a maximum of 30 days) spent performing jury duty an amount equal to the difference between the employee's regular rate of pay for eight (8) hours ex-

clusive of all premiums and the daily jury fee paid by the Court. In order to receive payment under this Section, an employee must give the Road Commission prior notice that he has been summoned for Jury duty and must furnish satisfactory evidence that jury duty was performed for the days he claims such payment, and an employee who is summoned by the Court but does not serve as a juror must promptly report for work after being excused.

**Section 39. Bereavement Leave.** Upon request, an employee will be granted a leave of absence for three (3) consecutive days following the date of death of a member of the employees immediate family, provided he attends the funeral. The three (3) consecutive days provided herein may be other than those following the date of death if unusual circumstances exist. Immediate family shall be defined as spouse, parent, parent of current spouse, child, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. Bereavement leave taken shall be subtracted from the employee's accumulated sick leave as provided under Section 40 of this Agreement.

**Section 40. Sick Leave of Absence and Pay.** Sick leave shall be granted to employees with seniority upon application subject to the Road Commission's right to require medical proof. An employee may be on sick leave for a period of not more than one (1) year. The Road Commission may request, as a condition of continuance of any sick leave, proof of continuing disability. In situations where the employee's physical or mental condition raise a question as to the employee's capability to perform his job, the Road Commission may require a medical examination, and if appropriate, require the employee to take a sick leave absence.

Sick leave shall be with pay, subject to the conditions and qualifications established herein. Upon completion of the probationary period established in Section 22 of this Agreement, an employee shall be credited with six (6) paid sick days and thereafter

paid sick days are earned at the rate of one (1) sick day (defined as eight hours) for each full month worked. Sick leave pay shall be at the employee's straight time regular rate of pay exclusive of all premium pay. Paid sick leave days may be accumulated from year to year up to a maximum of one hundred and fifty (150) days. Paid sick leave may not be used for an injury or disability compensable under the Workmen's Compensation Act. Paid sick leave is provided as a benefit and is not converted into money under any circumstances, provided however, that upon retirement, an employee shall be paid any accumulated paid sick leave at the rate of fifty per cent (50%) of the accumulation and further provided, that in the event of the death of an employee with twenty (20) years or more of seniority, the employee's estate or spouse shall be paid any accumulated paid sick leave at the rate of fifty per cent (50%) of the accumulation.

## HOURS OF WORK

**Section 41. Workweek - Workday, Defined.** A normal workweek shall commence at the employee's regular scheduled shift on Monday and end upon the completion of the fifth (5th) consecutive workday. The Union and Commission recognize that service in parks, road maintenance or equipment maintenance may necessitate a regular Saturday or Sunday operation and in the event that this becomes necessary, the parties agree to first discuss the matter in an attempt to reach an agreement on its implementation. In the event that an agreement cannot be reached, the Commission may schedule the operations and the Union may have the matter reviewed by arbitration. The parties agree that the workweek will not be changed sporadically for the purpose of avoiding overtime payments, but when such workweek is changed, it will be on a regular scheduled basis. A workday shall begin at the start of the employee's scheduled shift and end twenty-four (24) hours later. The Road Commission shall establish the starting and quitting time for all shifts

and shall give the Union at least one (1) week advance notice before the starting and quitting time of a regular shift is changed so that the Union can meet with the Commission if it deems it desirable. Park department employees shall be scheduled on a Monday through Friday basis.

The Union recognizes that due to emergency or weather conditions, employees may be called in to perform work at times other than the employee's regularly scheduled shift, and therefore, an employee may be sent home before the end of his regularly scheduled shift under these circumstances, notwithstanding the layoff and seniority provisions of this Agreement.

**Section 42. Premium Pay.** Time and one-half ( $1\frac{1}{2}$ ) the employee's straight time regular rate of pay shall be paid for all work performed in excess of eight (8) hours in one (1) workday and in excess of forty (40) hours in any one (1) workweek. Time and one-half ( $1\frac{1}{2}$ ) the employee's straight time regular rate of pay shall be paid for all work performed on Sunday or holidays recognized under this Agreement, except where an employee's workweek commences other than on Monday and in such case, time and one-half ( $1\frac{1}{2}$ ) the employee's straight time regular rate of pay shall be paid for all work performed on the employee's seventh (7th) consecutive workday and holidays recognized under this Agreement. There shall be no pyramiding of premium pay.

**Section 43. Overtime.** Employees shall work reasonable amounts of overtime when requested by the Road Commission. All employees must be reasonably available to perform work of an emergency nature caused by circumstances such as wind, water, snow or rain. Overtime will be performed by the employee who is working in the classification affected and insofar as practical, employees working in the same classification at a particular District Garage shall have overtime divided equitably among them. When an employee is offered overtime but does not work or when an employee is absent, he shall be



charged as if he had worked for the purposes of equalization. If an employee accepts an overtime assignment and fails to report, unless otherwise excused, he shall be charged with double the amount of overtime hours he would have worked. Employees shall be charged with the existing high hours in the classification to which they are assigned when they are transferred from one classification to another. Overtime work on Sundays and recognized holidays which is scheduled in advance shall be scheduled for not less than four (4) hours.

**Section 44. Rest and Lunch Periods.** The Road Commission agrees to continue its present practice of providing one (1) paid ten (10) minute coffee break. After an employee works ten (10) continuous hours, he shall receive an additional paid ten (10) minute coffee break. After an employee works twelve (12) continuous hours, he shall receive a non-paid thirty (30) minute lunch period. As a group, office employees shall have the option of taking either one-half ( $\frac{1}{2}$ ) or one (1) hour lunch periods, subject to the Commission's schedules.

**Section 45. Reporting Pay and Call-Back Pay.**

(a) **Reporting Pay.** If an employee is not notified not to report for work on the next workday, he shall receive four (4) hours pay for reporting at the employee's straight time regular rate, if not started to work. However, the Road Commission may, at its option, assign such employee to any useful occupation or pay four (4) hours. There shall be no liability for reporting pay if the employee (1) refuses to work the job to which he is assigned, or if he (2) is absent on the day the work force is notified not to report for work the following day, or if he (3) is prevented from working because of an emergency situation arising out of acts of God.

(b) **Call-Back Pay.** An employee called back to work after he has completed his regular shift shall be guaranteed two (2) hours work or pay at his straight time regular rate.

## HOLIDAYS

**Section 46. Holiday Pay.** All employees shall receive eight (8) hours pay at their straight time regular rate exclusive of all premium pay for each of the following ten (10) recognized holidays, provided the employee is eligible under the rules established in this Agreement.

New Year's Day	½ day on day before
½ day on Good Friday	Christmas
Memorial Day	Christmas Day
Independence Day	Veteran's Day
Labor Day	Kent County Picnic
Thanksgiving Day	

The one-half (½) day on Good Friday and the one-half (½) day before Christmas are defined as the last four (4) hours of the employee's normal workday. Commencing the second year of this Agreement, May 31, 1974, Good Friday and the day before Christmas shall each be recognized as a full day holiday. Holidays which fall on Sunday and are celebrated by the State on Monday shall be celebrated on Monday.

**Section 47. Holiday Eligibility.** Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) In order to qualify for holiday pay, the employee must have seniority as of the date of the holiday; and

(b) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday, provided however, that holidays which occur on a Saturday or Sunday will be paid to an otherwise eligible employee; and

(c) The employee must work his regular scheduled hours on the Road Commission's regularly scheduled day before and the day after the holiday unless otherwise excused.

(d) If the employee is absent on vacation, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation.

(e) An employee who agrees to work on a holiday but fails to report for work unless otherwise excused, shall not be entitled to holiday pay.

## VACATIONS

**Section 48. Eligibility and Vacation Pay.** All employees with the required seniority as of their anniversary date of hire and who have actually worked not less than nineteen hundred (1900) hours during the preceding twelve (12) months shall be eligible for a vacation benefit (leave and pay) at their straight time regular rate determined as of their anniversary date of hire, exclusive of all premium pay in accordance with the following schedule

Seniority Required	Vacation Leave	Vacation Pay
1 year	5 workdays	40 hours
2 years	10 workdays	80 hours
9 years	15 workdays	120 hours
16 years	16 workdays	128 hours
17 years	17 workdays	136 hours
18 years	20 workdays	160 hours

**Section 49. Vacation Schedule.** Employees may schedule time off for their vacation during the twelve (12) months following their anniversary date of hire upon proper notice as determined by Road Commission rules, provided that, in the opinion of the Road Commission, such time off does not unreasonably interfere with service and efficient operation. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Vacation pay and leave may not be accumulated from year to year.

## WAGES

**Section 50. Classifications and Rates.** Listed in Appendix "A" and incorporated herein are the

straight time regular rates of pay for the respective work classifications. Appendix "A" also sets forth provisions for subsequent adjustments in rates of pay and additional economic benefits agreed upon by the parties.

**Section 51. New Classifications.** The Road Commission agrees to negotiate with the Union the rates of pay for any new or substantially modified classifications established by the Road Commission during the term of this Agreement.

When the Union believes that an employee is regularly working the preponderance of his time out of his classification, the Union will notify the Commission of this fact in writing. Upon receipt of this notice, the parties will schedule a meeting for the purpose of resolving the issue. The issue may be resolved by (1) mutual agreement, (2) discontinuance of the practice of working the employee the preponderance of his time out of his classification, or (3) posting the job in accordance with Section 30.

## MISCELLANEOUS

**Section 52. No Discrimination.** There shall be no discrimination against any employee or employees by either the Road Commission or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex, age, marital status or religion.

**Section 53. Bulletin Board.** The Road Commission shall provide space on its bulletin board upon which designated representatives of the Union may post official notices of Union activity. The Road Commission reserves the right to police the bulletin board so that no offensive material is posted thereon.

**Section 54. Road Commission Rules.** The Road Commission reserves the right to establish and publish from time to time reasonable rules and regula-

tions which it shall deem proper to govern the conduct of its employees.

**Section 55. Health and Safety.** The Road Commission and the Union subscribe to the principle of good health and safety conditions. Where the Road Commission shall deem it necessary, it shall provide for protective devices and equipment, subject to such rules for the use, preservation and care of such equipment as the Road Commission shall provide. Employees shall report all defects in equipment on the approved form at the completion of their shift. All accidents shall be reported immediately and an accident report on the approved form shall be completed by the employee involved before the commencement of his next shift.

**Section 56. Discipline.** The Road Commission agrees that it will not consider any prior infractions in disciplining an employee provided the employee maintains a work record free of infractions for a period of twelve (12) months.

**Section 57. Cost of Living Allowance.** All employees covered by this Agreement shall be subject to a cost of living allowance as follows:

(a) The cost of living allowance shall be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers, including single workers (1957-59 equals 100) published monthly by the Bureau of Labor Statistics, U. S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index.

(b) In the event the Bureau of Labor Statistics does not issue a BLS Consumer Price Index on or before the effective dates of adjustment referred to above, any adjustment in the cost of living allowance required by the Index shall be effective at the beginning of the first pay period after receipt of the Index.

(c) No adjustment, retroactive or otherwise, shall be made due to any revision that may later

be made in the published figures for the BLS Consumer Price Index for any month on the basis of which the cost of living allowance has been determined.

(d) The cost of living allowance shall be paid on all hours worked, holiday pay, vacation and sick leave as follows:

- (1) BLS Index 1957-59 = 100. Base Index May 1973 (153.0 = 0¢).
- (2) The first adjustment shall be paid the first pay period in September based on the change in the July 1973 Index over the May 1973 Index. Each .5 change in the Index shall result in a one cent (1¢) per hour adjustment, upwards or downwards, but no adjustment shall result if the Index drops below 153.0. Additional adjustments shall be made quarterly as indicated:

Effective Date of Adjustment First Pay Period Following Date Indicated	Based Upon BLS Consumer Price Index
September 1	July
December 1	October
March 1	January
June 1	April

- (3) The adjustments as determined above shall not exceed thirteen cents (13¢) per hour during each Contract year.

**Section 58. Shift Premium.** Effective the first Monday on or after May 31, 1974, a shift differential of ten cents (10¢) per hour shall be paid to all employees who work the majority of their regular scheduled hours between 4:00 p.m. and 4:00 a.m.

**Section 59. Subcontracting.** The Road Commission agrees that where the use of outside assistance (subcontracting) would cause a layoff of employees, it will advise the Union of this fact so that the

Union will have an opportunity to discuss the matter with the Road Commission and the Road Commission also agrees that it will not subcontract work where the sole purpose thereof is to undermine the Union.

**Section 60. Group Insurance.** All employees with seniority shall be entitled to participate in the following group insurances:

(a) Effective as soon as possible following ratification, term life insurance in the amount of four thousand dollars (\$4,000). Effective May 31, 1975, the term life insurance shall be increased to five thousand dollars (\$5,000).

(b) Effective December 1, 1973, Blue Cross-Blue Shield MVF-1 Plan (D45 NM Rider) for the employee and his dependents with premiums fully paid by the Road Commission.

(c) Effective June 1, 1975, Blue Cross Master Medical \$50 deductible rider with premiums fully paid by the Road Commission. Subject to the approval of the insurance carrier, employees may, at their own expense, prior to June 1, 1975, purchase the Blue Cross Master Medical \$50 deductible rider.

**Section 61. Longevity.** The Commission agrees to continue in effect the Commission's present longevity program.

**Section 62. Pension Plan.** The Commission agrees to maintain the current pension plan. However, the pension plan for bargaining unit and non-bargaining unit employees will be separated, if possible. The Road Commission agrees to meet with the negotiating committee of the Union by May 31, 1975 for the purposes of reviewing the pension program so that modifications can be negotiated upon completion of this Contract.

**Section 63. Bond.** Should the Road Commission require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Road Commission.

**Section 64. Tool Allowances.** The following classifications must provide their own hand tools and the the following tool allowances shall be paid the first pay period following ratification and on each subsequent anniversary date of this Agreement.

- (a) Mechanics ..... \$ 40 per year
- (b) Equipment Servicemen ..... \$ 15 per year
- (c) Equipment Operators #1..... \$ 15 per year
- (d) Equipment Operators #2..... \$ 20 per year

**Section 65. Uniforms.** The Commission agrees to furnish three (3) rental uniforms per week for employees in the following classifications:

- Mechanic I and II
- Tar Crew
- Brine Truck Crew
- Park Caretakers
- Greens Keeper
- Educator Crew

The Commission reserves the right to establish reasonable rules for the use and care of such uniforms.

**Section 66. Captions.** The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

**Section 67. Waiver.** It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or



matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Road Commission and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### DURATION

**Section 68. Termination.** This Agreement shall remain in force until 12:01 a.m., May 31, 1976, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

### KENT COUNTY ROAD COMMISSION

By: Homer G. Preston  
Edwin D. Mueller  
Donald R. Schofield  
John J. Oostema

INTERNATIONAL BROTHERHOOD OF TEAM-  
STERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA, LOCAL No. 214.

By: G. N. McIlvain  
Gordon C. Blossom  
Sharey VaiVada  
Norbert Fisher  
Loren Wolters  
Richard Luneke

## APPENDIX "A"

The following classifications and pay ranges are established for the term of this Agreement, effective the first pay period on or after the date indicated.

Classification	5/31/73		5/31/74		5/31/75	
	Start	After 12 Mos.	Start	After 12 Mos.	Start	After 12 Mos.
Custodian .....	3.47	3.80	3.65	3.98	3.83	4.16
Labor I .....	3.47	3.80	3.65	3.98	3.83	4.16
Labor II .....	3.87	4.29	4.05	4.47	4.23	4.65
Truck Driver .....	4.01	4.50	4.21	4.70	4.41	4.90
Educator Operator Helper .....	4.01	4.50	4.21	4.70	4.41	4.90
Equipment Operator I .....	4.24	4.79	4.42	4.97	4.60	5.15
Educator Operator .....	4.24	4.79	4.42	4.97	4.60	5.15
Equipment Operator II .....	4.40	4.98	4.58	5.16	4.76	5.34
Park Caretaker .....	4.01	4.50	4.19	4.68	4.37	4.86
Tree Trimmer I .....	4.01	4.50	4.19	4.68	4.37	4.86
Tree Trimmer II .....	4.17	4.69	4.35	4.87	4.53	5.05
Equipment Serviceman .....	4.01	4.50	4.19	4.68	4.37	4.86
Maintenance Mechanic I .....	4.24	4.79	4.42	4.97	4.60	5.15
Maintenance Mechanic II .....	4.65	5.17	4.83	5.35	5.01	5.53
Carpenter .....	4.35	4.87	4.53	5.05	4.71	5.23
Carpenter Foreman .....	4.50	5.07	4.68	5.25	4.86	5.43

Classification	5/31/73		5/31/74		5/31/75	
	Start	After 12 Mos.	Start	After 12 Mos.	Start	After 12 Mos.
Electrician .....	4.65	5.17	4.83	5.35	5.01	5.53
Foreman I .....	4.71	5.23	4.89	5.41	5.07	5.59
Administrative Clerk .....	3.50	3.87	3.68	4.05	3.86	4.23
Sr. Administrative Clerk .....	4.40	4.95	4.58	5.13	4.76	5.31
Clerk Typist .....	3.50	3.87	3.68	4.05	3.86	4.23
Clerk Stenographer .....	3.50	3.87	3.68	4.05	3.86	4.23
Telephone Operator .....	3.50	3.87	3.68	4.05	3.86	4.23
Data Processing Operator .....	3.78	4.17	3.96	4.35	4.14	4.53
Accounting Clerk I .....	3.92	4.35	4.10	4.53	4.28	4.71
Accounting Clerk II .....	4.08	4.53	4.26	4.71	4.44	4.89
Stock Clerk .....	4.35	4.87	4.53	5.05	4.71	5.23
Chief Stock Clerk .....	4.50	5.07	4.68	5.25	4.86	5.43
Engineering Aide I .....	3.92	4.35	4.10	4.53	4.28	4.71
Engineering Aide II .....	4.40	4.94	4.58	5.12	4.76	5.30
Engineering Aide III .....	4.98	5.57	5.16	5.75	5.34	5.93
Bridgeman I .....	4.24	4.79	4.42	4.97	4.60	5.15
Bridgeman II .....	4.40	4.98	4.58	5.16	4.76	5.34

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