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12/31/96

AGREEMENT

BETWEEN

THE BOARD OF COUNTY ROAD COMMISSIONERS

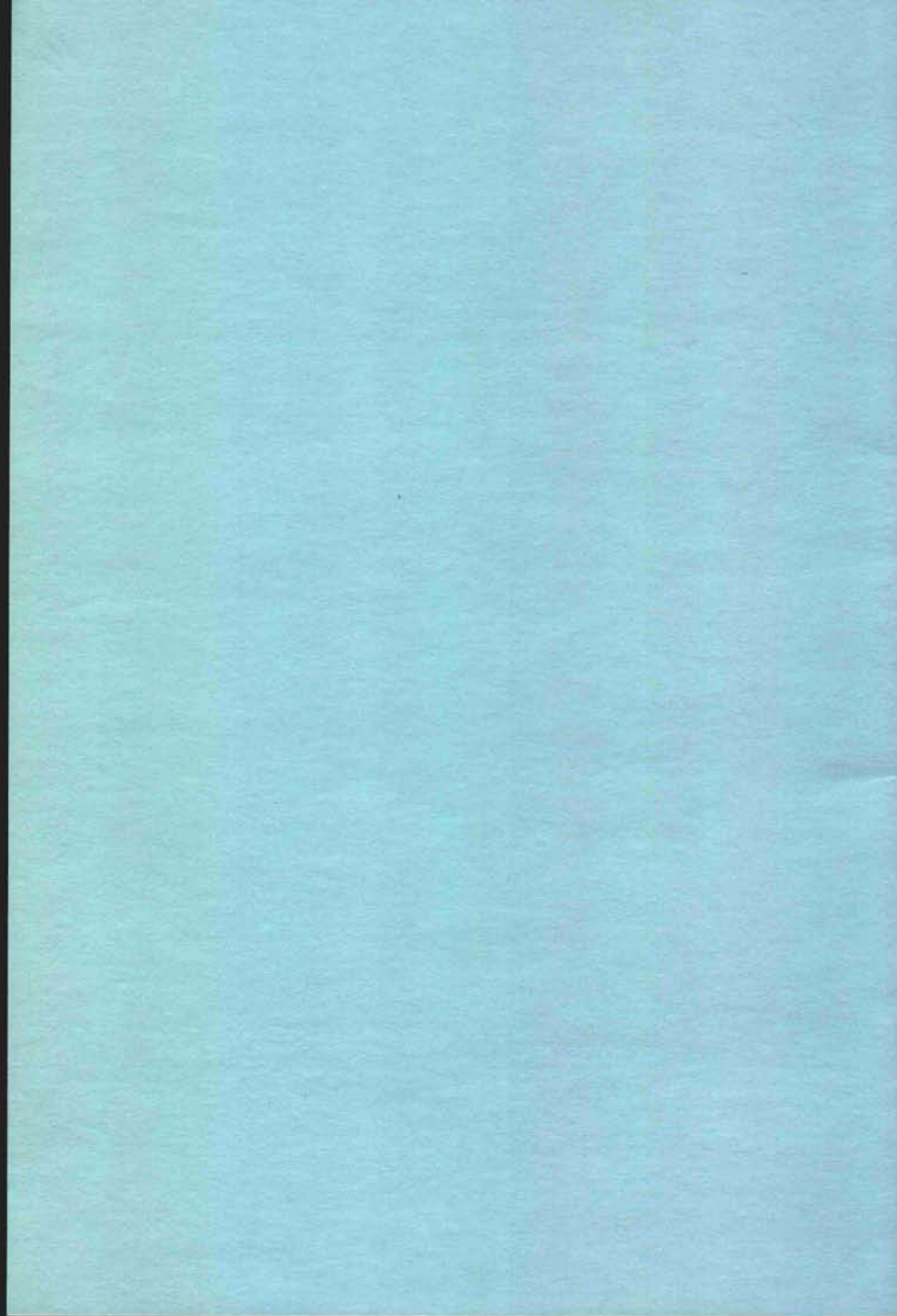
AND

THE BARRY COUNTY ROAD COMMISSION
EMPLOYEE'S ASSOCIATION

Barry County Road Commission

January 1, 1993 - December 31, 1996

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY



AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of December, 1992 by and between the BOARD OF COUNTY ROAD COMMISSIONERS of Barry County, Hastings, Michigan, hereinafter referred to as the "Board", and the BARRY COUNTY ROAD COMMISSION EMPLOYEES' ASSOCIATION, hereinafter referred to as the "Association", WITNESSETH:

WHEREAS, the Board recognized the Association as the exclusive collective bargaining agent for the hourly-rated employees in the employ of said Board; and

WHEREAS, the parties desire to reduce their respective rights and responsibilities to writing;

NOW, THEREFORE, it is AGREED as follows:

ARTICLE I.
TERM OF AGREEMENT

This agreement shall be effective beginning on January 1, 1993 and shall continue in full force and effect until December 31, 1996, for all Articles, conditions and provisions except wage rates which will be re-opened for further consideration on January 1, 1997.

ARTICLE II.
RECOGNITION

The Board hereby recognized the Association as the sole and exclusive bargaining agency for all hourly-rated employees designated in the job classification shown in Schedule "A" of the Agreement in regard to wages, hours of employment and all other conditions of employment. No bargaining may be undertaken without a majority of the committee members present.

ARTICLE III.
JOB CLASSIFICATIONS AND RATES OF PAY

The job classification and hourly rates of pay as designated in Schedule "A", which is made a part hereof, shall become effective January 1, 1993, and remain in effect through December 31, 1996. Reopen January 1, 1997.

ARTICLE IV.
ASSOCIATION SHOP

Section A. All hourly-rated workers presently employed by the Board shall, as a condition of continued employment, be and remain members in good standing of the Association during the period of this agreement.

All newly hired hourly-rated employees, after having served a six month probationary period, shall as a condition of continued employment, become and remain members in good standing of said Association during the period of this agreement.

Section B. The Board shall be authorized to deduct from the pay of each Association members such dues as may be directed by the Association; said dues shall be deducted on every payday and delivered to the Treasurer of the Association on every payday of each month.

ARTICLE V.
MANAGEMENT RIGHTS

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

ARTICLE VI.
NO DISCRIMINATION

It is the policy of the Board and the Association that the provisions of this agreement be applied to all employees covered by this agreement without regard to race, color, creed, sex, or national origin.

ARTICLE VII.
SUBCONTRACTING

The Board has the right, in good faith, to place work with outside contractors, both construction and maintenance. In exercising this right

the Board does not intend to displace employees within the bargaining unit their customary work.

ARTICLE VIII.
WORK SCHEDULE, HOLIDAYS, PREMIUM
RATES OF PAY, ETC.

Section A. The normal work week shall be 5 days per week, Monday through Friday, 8 hours per day; 6:45 AM to 12:00 Noon and 12:30 PM to 3:15 PM, except when it may be necessary as directed to work at other times as conditions require. Payroll periods begin on Thursday and run for 2 weeks ending on Wednesday, with payments made to employees on Tuesday following the end of each 2 week period.

Section B. Premium pay rates, schedules, times.

1. Premium pay at $1\frac{1}{2}$ times regular rate will be paid for the following:
 - a) Work over 8 hours per day, Monday through Friday.
 - b) All work on Saturdays and Sundays.
 - c) Work if called out on Good Friday, November 15th, and the Friday after Thanksgiving. Over and above holiday pay.
2. Premium pay at 2 times regular rate will be paid, if called out on the following designated Legal Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Over and above holiday pay.

Section C. The following days will be considered Paid Holidays, and all regular employees will receive eight (8) hours credit at their base hourly rates; New Years Day, Good Friday, Memorial Day, Independence Day, Commission Picnic Day, Labor Day, November 15th, Thanksgiving Day and the Friday following Thanksgiving Day, and Christmas Day. If the holidays named above fall on a Sunday, the following Monday will be considered the holiday. If they fall on a Saturday, the preceding Friday will be considered the holiday. It is agreed that no solicitation letters will be sent and no gift buying will be done on paid time for the Commission Picnic Day.

Section D. Hourly-rated employees shall be designated as probationary employees, or regular employees. Probationary employees shall be defined as those individuals who are hired on a permanent basis, but who have not been in the employ of the Board for a period of six (6) months. Regular employees shall be defined as individuals who are employed on a permanent basis after having served the six (6) months probationary period.

Section E. Newly hired employees shall be required to have a physical examination prior to employment. The cost of the examination will be assumed by the Board. The doctor giving the exam will be the choice of the Board. These employees shall be considered probationary and shall have no seniority right, or rights under this contract until they have completed six (6) months of employment with the Board. If a temporary employee is hired as full time regular employee, his temporary time shall count towards his probationary period of six (6) months. After the six (6) months probationary period they shall be considered regular employees and shall be placed on the seniority list, with seniority retroactive to date of employment, and raised to pay scale 3. The Board may discharge probationary employees with or without cause.

Section F. Any employee shall lose his seniority for the following reasons:

1. When an employee voluntarily terminates his employment.
2. When an employee is discharged for cause.

Section G. Basis for Promotion: The policy of seniority and ability will be applied in consideration for promotion or in making reduction of total number of regular employees.

Section H. The Commission shall post job openings within ten (10) working days after the opening occurs. When an employee is assigned to a new job for the first time, a 160 hour probation period will be required for the advancement. The 160 hour probation period shall be determined by the hourmeter on the machine being operated. If an employee is reassigned to a job that he has previously performed, the 160 hour probation period will be waived. No person will be dropped below his last wage scale prior to the job advancement trial period. During the time required before the job opening is awarded, the Commission shall have the right to temporarily assign the job.

Section I. All job advancement notices shall remain posted on the bulletin board for a five (5) working day period.

Section J. The Association may meet with the Board of negotiating Committee at their approval for the purpose of open discussion on economic issues.

Section K. Every employee performing field services shall be re-

quired to carry his lunch during the regular work day and eat on the job in some comfortable place, and not drive to a restaurant or tavern. A truck cab or shanty with heat shall be considered a comfortable place. Thirty minutes (30) only, shall be allowed for lunch time.

There shall be no stopping in a restaurant for breakfast or coffee after leaving the garage for the job.

Section L. A break of 15 minutes duration will be allowed each day between 9:00 and 10:00 AM, provided the break is taken on the job and there is no driving to a restaurant. An additional break of 15 minutes duration will be allowed between 1:30 and 2:30 PM when working 10 hour days. These provisions apply both to employees working in the field and at the garage-shop facilities.

Section M. Any employee, regardless of his classification, will be at certain times required to do hand labor in accordance with the needs of the road system and as has been done in the past.

Section N. A minimum of two (2) hours show-up time will be guaranteed when an employee is called for extra duty. If any employee is asked to start work an hour early or work an hour overtime on a regular work day, it will not be considered extra duty.

Section O. Overtime duties will be distributed as equally as possible.

Section P. WORK BY NON BARGAINING UNIT PERSONNEL: From time to time the County, State, and/or Federal Government has made available various work programs whereby personnel are provided at little or no expense to the Road Commission. It is hereby agreed that no utilization of the above personnel will be used in job classifications number 3 thru 10 while regular employees are laid-off. It is further agreed that any overtime will be first offered to regular employees working on that project.

Section Q. RECALL Employees returning to work from a lay-off, shall resume the same benefits which were in effect at the time of their lay-off, no matter what job classification they return under.

Section R. Bi-annual employee physicals will be paid for $\frac{1}{2}$ by the Road Commission on a voluntary basis if taken at location designated by Road Commission.

ARTICLE IX.

VACATIONS AND VACATION PAY

Section A. For regular employees the Board allows one (1) day of vacation leave for each month of service, plus two (2) days for five (5) years of service, plus two (2) additional days for ten (10) years of service, plus two (2) additional days for fifteen (15) years of service plus three (3) additional days for twenty (20) years of service, plus three (3) additional days for twenty-five (25) years of service. One-half (1/2) day is allowed for the Christmas Party.

<u>VACATION PAY</u>	<u>EFFECTIVE 4/1/76</u>
After One (1) Year	12 days
After Five (5) Years	14 days
After Ten (10) Years	16 days
After Fifteen (15) Years	18 days
After Twenty (20) Years	21 days
After Twenty-Five (25) Years	24 days

Section B. Regular Employees "Vacation Time". All vacation time listed above is credited to each employee for each two week period and shown on their pay check as vacation hours. This time may be used for Vacation or Sick Leave. The maximum vacation time each employee will be allowed to carry over from one year to the next shall be twenty (20) days. For the purpose of the carry over, January 1 shall be considered as the date the vacation time shall be down to twenty (20) days. The vacation time is to be taken as time off from work and the employee will not be able to draw money in place of this vacation time. The only exception is the following: After fifteen (15) years employment with the Barry County Road Commission, and 24 months prior to retirement, an employee will be allowed to accumulate vacation days up to the maximum of 54 days. The January 1 carry over provision will not apply whenever January 1 falls within the 24 month period. At this time only unused vacation days at the retirement date will be considered paid days at the employee's regular rate of pay.

Section C. For regular employees, the Board allows up to three (3) days for one funeral in the event of a death in the employee's immediate family. The term "immediate family" is limited to include only the following: Wife, Husband, Children, Mother, Father, Mother-in-law, Father-in-law, Brother or Sister.

Section D. Requests for vacation leave shall be made to the Maintenance Superintendent or the Engineer-Manager at least one (1) week in advance of the starting date of the vacation. The Road Commission will attempt to grant all vacations at the time requested, but the situation may arise when an employee is asked to change the time of his vacation. Upon approval of the Superintendent the employee may take vacation by hour.

ARTICLE X. SICK LEAVE

Section A. All regular employees shall be entitled to one (1) day sick leave with pay for each month of service. An employee who is home sick shall still accumulate sick leave while sick. Sick leave shall accumulate until retirement.

Section B. An employee may be eligible for sick leave with proper proof from his doctor as follows:

(1) No doctor's slip will be required in order to be paid sick leave for illness up to three (3) days. If it is determined this privilege has been abused, the employee will lose three days as penalty.

(2) If the illness extends beyond three days, a doctor's slip will be required.

(3) If employee is off for sickness he must call in before 7:00 AM of first day off, stating that he is sick. (The time of call-in shall not apply in cases of impossibility of performance. However, habitual abuse of this provision would subject an employee to disciplinary action.

Section C. The Board may, at its discretion, require certification from a physician as to nature of employee's illness.

Section D. Upon retirement, death, or termination after six (6) years of service, 100% of the first 140 days and 45% of excess over 140 days of the employee's unused accumulated sick leave will be paid by the Board to the employee or beneficiary. It is agreed that in cases of termination for disciplinary discharges, the unused accumulated sick leave

days shall not be paid for.

Section E. With the installation of the computer, we are now keeping track of sick leave by hours. Employees may request sick leave pay for one (1) hour or more.

Section F. Each employee is allowed to use up to 3 days of their accumulated sick leave in each calendar year (non cumulative) as personal leave days to be used at their discretion and at times approved by the Superintendent.

Article XI.
RETIREMENT PLAN

Present agreement conditions are as follows:

1. All regular employees are included under the provisions of the Federal Social Security Pension System.
2. A new 401 K - Deferred Compensation Retirement Plan will be implemented, and become effective upon implementation, with the following provisions included: a.) Minimum employee contribution will be 5% annually, deducted by payroll deduction bi-weekly. b.) Any employee may elect to contribute an annual amount greater than 5% up to the maximum amount provided for in the plan, at his or her option. c.) The Board will match employee contribution up to a maximum of 10% annually.

ARTICLE XII.
HOSPITALIZATION INSURANCE

Section A. The Board shall pay the entire premium for hospitalization insurance (including master medical beginning June 1, 1983) for all regular employees and their families. The Board shall also pay the entire premium for Sickness and Accident Insurance for regular employees.

Section B. The Board shall pay the entire premium for the M. L. Rider for the employee and family.

Section C. The Board shall pay the premium for the \$2.00 deductible prescription drugs for the employee and family.

Section D. Probationary employees shall become eligible for the insurance benefits stated in Section A, B, and C after three (3) months of service, even through they are not considered as regular employees.

Section E. The Board shall pay the entire premium for Ten Thousand Dollars (\$10,000) of Life Insurance and Ten Thousand Dollars (\$10,000) of Accidental Death and Dismemberment Insurance.

Section F. The insurance coverage above enumerated is listed as to benefits available to regular employees and dependents on Schedule B attached hereto and made a part hereof.

ARTICLE XIII.
DISCIPLINARY ACTION

Section A. The unlawful manufacture, distribution, dispensation, possession, concealment, transportation, use or sale of alcohol, or drugs on Road Commission property, in Road Commission vehicles or while engaged in Road Commission business is strictly prohibited. The presence or possession of alcohol, drugs or drug paraphenalia in an employee's system while on Road Commission property, in Road Commission vehicles, or while conducting Road Commission business off Road Commission premises is also strictly prohibited. Any violation of this provision will result in disciplinary action, up to and including immediate discharge. The parties agree that this provision will be administered in accordance with the Road Commission's policy on alcohol and drug abuse as implemented by the Board of County Road Commissioners on November 3, 1992.

Section B. Employees shall not play cards or engage in horse-play during working hours. Any employee guilty of violation of this Section may be suspended without pay for a period of one (1) to five (5) days.

Section C. For absence from duty without leave the employee may be suspended upon return to duty without pay or vacation leave for the same number of days as absent. Continued absence for a period of five (5) days or more without proper notice will be considered proper cause for discharge. Proper notice will be considered to mean notifying Foreman, Superintendent or Engineer-Manager before 6:45 AM on or before date of absence. (The time of call-in shall not apply in case of impossibility or performance. However, habitual abuse of this provision would subject an employee to disciplinary action).

Section D. Any employee found in violation of above specific offenses or the posted rules and regulations (Schedule "C") will be written up on a standard notice or reprimand, layoff or discharge sheet. A copy of the write-up will be given to the employee and to the Association. One copy will go into the employee's permanent file in the office.

Reprimands will be removed from employee's personnel file after two years as long as no other violations occur.

ARTICLE XIV.
GRIEVANCE PROCEDURE

Section A. Every employee has the right to be heard relative to grievances incidental to employment. All employees shall be governed by the following section.

Section B. Grievances shall be presented to the following designated supervisory employees in the following order: An employee who believes he has a grievance must submit his complaint orally to his Superintendent within 24 hours (Saturdays, Sundays and Holidays excluded) after the occurrence of the event, or after the employee has knowledge or should have had knowledge of the event upon which the grievance is based. The Superintendent shall give the aggrieved employee an answer within 24 hours (Saturdays, Sundays and Holidays excluded) after the complaint has been submitted to him. Any grievance shall be presented by the Association Committee or the employee in person. 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 C. First Step. An employee's grievance must be submitted in writing. All grievances shall state the facts upon which they are based, when occurred, specify the section of the contract which has allegedly been violated, the desired corrective action to be taken, and shall be signed by the employee who is filing the grievance and one Association Committee Member, and shall be submitted to the Engineer-Manager or his designated representative within 7 working days after the occurrence of the event, or after the employee has knowledge, or should have had knowledge of the event upon which the grievance is based. The Engineer-Manager, or his designated representative, shall give a written answer to the Association Committee within 2 working days after receipt of the written grievance. If the answer is mutually satisfactory one member of the Association Committee and the employee shall so indicate on the grievance form and sign it with one copy of the grievance thus settled retained by the Association and one by the Engineer-Manager.

Section D. 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 employee shall notify the Engineer-Manager in writing within 4 working days after receipt of the Engineer-Manager's First Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Board, the Association Committee and the employee involved within 15 working days after receipt by the Engineer-Manager of the notice of desire to appeal. A written answer shall be given by the Board to the Association within 15 working days after the date of the Second Step meeting.

Section E. Employees appearing before the Board at the employee's request shall do so on their own time. Employees appearing upon order of the Board shall be compensated at their regular rate.

Section F. If the grievance is not settled in the previous step, either party may request a mediator from the Michigan Employment Relations Commission Labor Relations for assistance. Such request must be made in writing within 10 working days after receipt of the Second Step answer.

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

Section H. In the event that any provision of this contract shall at any time be declared invalid by any Court or Administrative Board of competent jurisdiction, the decision shall not invalidate the entire contract; all other provisions shall remain in full force and effect.

ARTICLE XV.
TERMINATION OF AGREEMENT

Section A. This agreement shall be in full force and effect from January 1, 1993 to and including December 31, 1996 and shall continue in full

force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other, at least sixty (60) days prior to date of expiration.

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

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

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

SCHEDULE "A" - JOB CLASSIFICATIONS

<u>NO.</u>	<u>CLASS</u>	<u>INCLUSIONS</u>	<u>1993</u>	<u>1994</u>	<u>1995</u>	<u>1996</u>
1.	Temp. (1st year)	Temp. part time labor	5.00	5.00	5.00	5.00
2.	Temp. (2nd year)	Temp. part time labor	5.50	5.50	5.50	5.50
3.	Labor	Full time labor, fuel equip., flagmen, helper, (chipper, H-Ranger, mulcher, stump)er)	8.55	8.90	9.25	9.65
4.	Sm. Equip. Operator	Sm. truck, mower, tractor, sweepster, steam jenny, chipper, H-Ranger, mulcher stumper, tractor auger, back blade	9.39	9.74	10.09	10.49
5.	Scraper Tandem Op.	Scraper truck, tandem truck	10.52	10.87	11.22	11.62
6.	Tandem with Pup		10.62	10.97	11.32	11.72
7.	Operator 1	Backhoe, night mechanic, tireman	10.68	11.03	11.38	11.78
8.	Operator 2	Motor grader, loader, excavator, distributor, chip spreader, paver, roller, screenman, signman, day mechanic, crane, head night mechanic, dozer, bridge crew chief, earthmover	10.93	11.28	11.63	12.03
9.	Foreman	Foreman	11.43	11.78	12.13	12.53
10.	Grade Crew Foreman		11.58	11.93	12.28	12.68
11.	The operators of the distributor, paver and roller during the paving season shall be paid at the hourly rate of classification no. 8 (Operator 2)					
12.	The bituminous Distributor Operators, Fill in Operator and Mechanics shall receive \$200.00/man/year (clothing allowance) paid each January this contract is in effect.					
13.	The probationary employee starts at labor rate. After 3 months of employment he shall receive a .15¢ increase, after 6 months of employment and achievement of permanent employee status he shall be raised to pay scale 4. After 2 years at pay scale 4 the employee shall be raised to pay scale 5.					

14. If an employee is assigned to a classification below his present rate, there will be no change in his hourly rate. If an employee is assigned to a classification above his present rate, the employee's pay will be raised to the hourly rate of the classification and will remain at the higher rate until he is returned to his regular assignment or a lower classification. The employee is responsible to note on time card when he goes on and off the higher rate.
15. The Foreman rate shall apply to anyone in charge of a crew of 5 or more men. When spreading maintenance gravel in the Townships the Blade Man in whose run the gravel is being spread shall normally be Foreman while the crew is working in his District.

SCHEDULE "B"
CONCISE STATEMENT OF BENEFITS WITH
CURRENT INSURANCE CARRIER

EMPLOYEES

Life Insurance (24 hours per day)	\$10,000.00
Accidental Death & Dismemberment (24 hours per day)	\$10,000.00
Accident and Sickness (13 weeks with 8-day waiting period)	\$ 150.00/per week
Prescription Drugs (\$2.00 deductible)	Entire Family
Master Medical	Entire Family

EMPLOYEES, DEPENDENTS & RETIREES

Comprehensive Hospital & MVF-1 (365 days)
Plan MVF-1 Semi-Private room rate
Michigan Blue Cross-Blue Shield (or equal
with no reduction in coverage)
M.L. Rider
Prescription Drugs (\$2.00 deductible)

RETIREES (with minimum of 8 years seniority and minimum age of 55)

Life Insurance prior to 1967	\$ 500.00
Life Insurance from Jan. 1, 1968 to January 1, 1970	\$ 750.00
Life Insurance after Jan. 1, 1970	\$ 1,000.00

RETIREES AND SPOUSE

Hospitalization 100% Board Pay

DECEASED RETIREES' SURVIVING SPOUSE

Hospitalization	100% spouse pay
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SCHEDULE "C"

BARRY COUNTY ROAD COMMISSION

EMPLOYEES RULES AND REGULATIONS

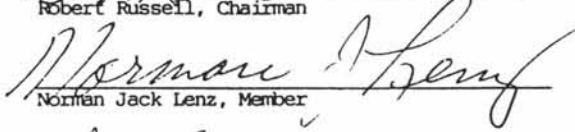
1. Only authorized personnel will be allowed in the work areas of the shop during work hours. This shall be garage personnel and operators, if working on equipment.
2. Equipment defects shall be turned in on the forms provided at the end of the day.
3. A 15 minute wash-up time will be allowed between 3:00 and 3:15, this time will include filling out time and material cards.
4. Employees shall refrain from abuse of Road Commission property and equipment.
5. Stealing, fighting, threatening and coercion of fellow employees and horseplay, shall not take place. Employees shall not remove equipment from a regularly assigned truck without permission of driver or superintendent.
6. Insubordination, refusal to obey order of supervision, wandering and loitering shall not take place.
7. Obscene language or any other misconduct by employees toward the public or other employees will not be tolerated.
8. No passengers shall be carried in any truck operated by an employee of the Road Commission, except in case of emergency.
9. All accidents involving Road Commission equipment shall be reported to police agency to be policed.
10. Employees will not habitually tie up Road Commission telephone lines with personal calls.
11. Violation of these rules shall be cause for reprimand to discharge, dependent upon seriousness.
12. All employees will be subject to the drug & alcohol policy adopted November 3, 1992.
13. All employees will be subject to safety policy adopted April 3, 1992.

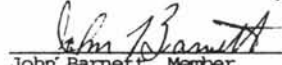
Additional work rules may be specified at the discretion of the Engineer-Manager.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
as of the day and year first above written.

BOARD OF BARRY COUNTY ROAD COMMISSIONERS
OF BARRY COUNTY, MICHIGAN


Robert Russell, Chairman


Norman Jack Lenz, Member


John Barnett, Member

BARRY COUNTY ROAD COMMISSION
EMPLOYEES ASSOCIATION









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