

3688

4/24/2000

BOARD OF COUNTY ROAD COMMISSIONERS
OF OTTAWA COUNTY

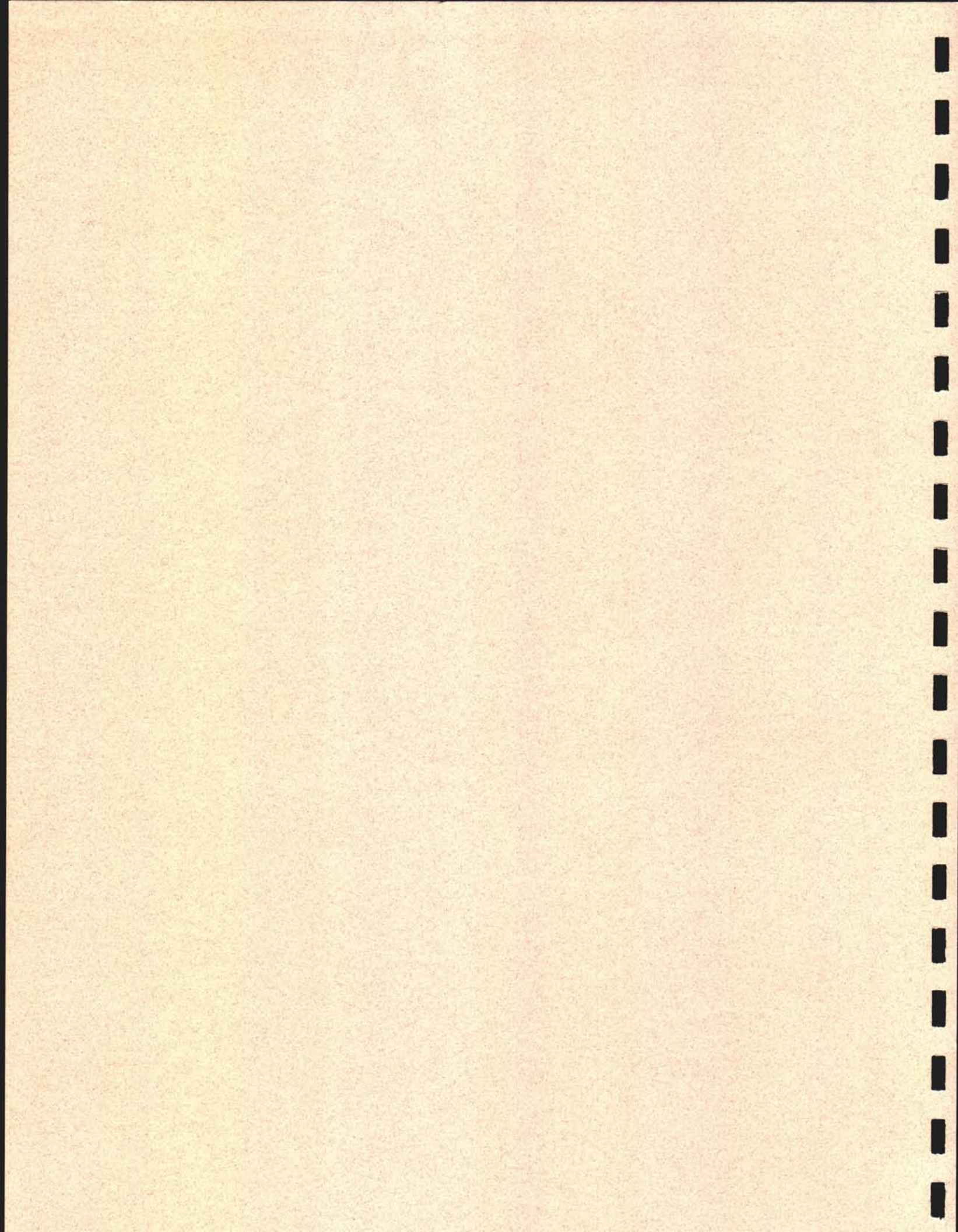
-AND-

LOCAL UNION #1063

Affiliated with the International Union of the American
Federation of State, County and Municipal Employees and COUNCIL 25

February 26, 1998 - April 24, 2000

Ottawa County Road Commission



OTTAWA COUNTY ROAD COMMISSION

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I. RECOGNITION	1
II. AIDE TO OTHER UNIONS	2
III. UNION DUES AND INITIATION FEES	2
IV. UNION SECURITY	3
V. UNION REPRESENTATION	3
VI. GRIEVANCE PROCEDURE	4
VII. SPECIAL CONFERENCES	7
VIII. SENIORITY	7
IX. LAYOFF AND RECALL	8
X. LOSS OF SENIORITY	9
XI. EMPLOYER RECOGNITION AND RIGHTS	10
XII. POSTING AND BIDDING PROCEDURE	12
XIII. TRANSFERS	14
XIV. LEAVES OF ABSENCE	14
XV. HOURS	16
XVI. WAGES	18
XVII. HOLIDAY PAY	21
XVIII. VACATIONS	22
XIX. SICK LEAVE	23
XX. SKILLED LABOR POOL	24

XXI. MISCELLANEOUS	25
XXII. DISCHARGE AND DISCIPLINE	26
XXIII. SUPPLEMENTAL WORKMEN'S COMPENSATION	27
XXIV. JURY DUTY	27
XXV. INSURANCE	27
XXVI. PENSION	29
XXVII. DURATION AND TERMINATION	29

#13017

A G R E E M E N T

THIS AGREEMENT entered into as of the 26th day of February, 1998 and effective February 26, 1998, between the BOARD OF COUNTY ROAD COMMISSIONERS OF OTTAWA COUNTY (hereinafter referred to as the "Employer"), and LOCAL UNION #1063 affiliated with the International Union of the American Federation of State, County and Municipal Employees, and COUNCIL 25 (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree of friendly and cooperative relations between the respective representatives of all levels and among all employees.

I

RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

1.2 All employees in the following jobs: Crane operator, gradall operator, bulldozer operator, pan operator, motor grader operator, truck driver, mower operator, stump cutter operator, pickup sweeper, front end loader, painter, carpenter, parkman, sign erector, mechanics, tiremen, mechanics helpers. Mechanics (night and utility man), common laborers (including probationers); excluding summer employees, office and clerical employees, engineers and supervisors.

II

AIDE TO OTHER UNIONS

2.1 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

III

UNION DUES AND INITIATION FEES

3.1 Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues Form provided by the Union.

3.2 During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues as provided by the Union, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who executes or has executed the Form of Authorization for Check-off of Dues.

3.3 (a) Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

(b) Deductions for any calendar month shall be remitted to the designated financial officer of Council 25, with a list for whom dues have been deducted as soon as possible after the 15th day of the same month.

(c) An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(d) Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

IV

UNION SECURITY

4.1 Except as provided in Section 4.2 of this Article IV, all employees who on the effective date of this Agreement are members of the Union shall remain members and all employees who subsequently become members or pay service fee or who are hired and subsequently after the effective date of this agreement complete four (4) months of actual active employment, shall, as a condition of employment, become and remain members in good standing in the Union during the term of this Agreement to the extent of the payment of dues uniformly required of members, or, so long as they remain non-members of the Union, pay each month to the Union, or in the alternative, to the United Fund, a service fee in an amount equal to dues uniformly required of members of the Union.

Employees are permitted to exempt themselves from the requirements of this section by serving written notice upon the Company, with a copy to the Union President, within a period of thirty (30) days of the contract termination date.

4.2 All employees who are not members of the Union on the effective date of this Agreement need not become members of the Union or pay a service fee as a condition of employment.

4.3 No employee shall be discharged pursuant to Section 4.1 above unless and until the Union shall have delivered to the Engineer-Manager a written request for the discharge of said employee and the employee, upon being notified of the letter, does not dispute the allegations contained therein.

Any dispute regarding the pending discharge may be referred by the employee to Step 3 of the Grievance Procedure within ten (10) days following a meeting with the Engineer- Manager.

4.4 The Union agrees to indemnify the Employer against all costs and damages it may incur resulting from the discharge of an employee pursuant to Section 4.1.

V

UNION REPRESENTATION

5.1 It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the number of employees at a garage is a sound basis for determining proper steward representation.

Whenever the number of employees at any garage shall increase by at least the same number employed at any garage as of the date hereof, one additional steward may be added.

The grievance committee shall consist of no more than the four stewards, or their alternates, and the President, Vice President and Secretary of the Union for the purpose of any grievance discussions.

5.2 (a) For the purposes of the Grievance Procedure in handling complaints and processing grievances, employees in each garage shall be represented by one steward who shall be a regular employee with seniority working in that garage. In the absence of the steward an alternate may be appointed by the Local President.

(b) The following are the garages:

- (1) Grand Haven
- (2) Zeeland
- (3) Hudsonville
- (4) Coopersville

(c) Stewards shall handle complaints and process grievances only for employees working in the garage each represents.

If an employee desires the assistance of a steward during working hours he shall notify the foreman. The foreman shall permit the steward to leave his work without loss of pay for the purpose of handling or investigating such complaint or grievance, for a reasonable period of time, as soon as possible.

(d) The Union shall notify the Employer in writing of who the stewards and alternates are and of any changes therein. The Employer shall be entitled to rely on such written list.

(e) The Union shall not hold any meetings on the Employer's property without permission of the Commission.

VI

GRIEVANCE PROCEDURE

6.1 Any employee who has a complaint shall first take the matter up with his foreman in an attempt to resolve the matter without further proceedings. The steward shall have an opportunity to be present at this meeting and any adjustment of the complaint shall not be inconsistent with the terms of this Agreement.

6.2 STEP 1.

(a) If the matter is not so resolved then the complaint shall be reduced to writing, signed by the employee and his steward and presented to the foreman within ten (10) working days of the event giving rise to the grievance, except that if the grievance involves any loss of pay then it must be presented within thirty (30) calendar days of said event. Disciplinary grievances must be presented as set forth below.

The foreman shall note the date of receipt of the grievance on all copies.

(b) The foreman shall give his written answer to the grievance to the steward within three (3) working days after receipt thereof and the steward shall note the date of receipt of the grievance on all copies.

6.3 STEP 2.

(a) If the answer to Step 1 is not satisfactory, the grievance may be presented by the steward to the Employer's Operations Director within five (5) working days after receipt of the Employer's answer in Step 1. The Operations Directors shall note the date of receipt of the grievances on all copies.

(b) The Operations Director shall give his written answer to the grievance to the Local President within three (3) working days after receipt thereof, and the Local President shall note the date of receipt of the written answer on all copies.

6.4 STEP 3.

(a) If the answer in Step 2 is not satisfactory, the grievance may be presented by the Union President to the Employer's Engineer-Manager within five (5) working days after receipt of the answer in Step 2, who shall note the time of receipt on all copies. The Local President, aggrieved employee, and the Engineer-Manager will meet within seven (7) working days after the grievance is filed with the Engineer-Manager. Such meeting will be held at a time mutually agreeable to all and if during working hours the President shall be paid for such lost time at his straight time hourly rate.

(b) The Engineer-Manager shall give his answer in writing within five (5) working days of such meeting and the Local President shall note the date of receipt of such answer on all copies.

6.5 STEP 4.

(a) If the answer at Step 3 is not satisfactory, the grievance may be presented by the Union Representatives to the Commission within ten (10) working days after receipt of the answer in Step 3.

Upon proper presentation a meeting shall be held between the Union Representatives and the Commission, or its representatives, which shall include a member of the Commission, within ten (10) working days of presentation of the grievance to the Commission. The meeting shall be held for the purpose of attempting to settle the matter in dispute. The Commission or its representatives shall give their answer in writing within ten (10) working days after the meeting.

6.6 Time limits specified in Steps 1 to 4 inclusive are made of the essence and if there is a failure on the part of the Commission representatives to act within the time limits, the grievance, in the absence of an understanding in writing to the contrary, may be advanced to the next step in the discretion of the Union representatives. If the Union representatives fail to act within the time limits the grievance shall be deemed settled on the basis of the Commission's last answer. The parties may at any time extend the time limits by agreement in writing.

6.7 Arbitration. If the answer to Step 4 is not satisfactory and the grievance involves the interpretation or application of the terms of this agreement or an allegation of unjust discipline, the Union only, as the duly authorized representative of the employees, may take the matter to arbitration in accordance with the following procedures and conditions:

(a) No grievance shall be taken to arbitration unless within thirty (30) calendar days following receipt of the answer in Step 4 the Union notifies the Employer in writing of its intent to refer the grievance to arbitration.

(b) Upon receipt of said written notice of intent, the parties shall attempt to agree upon an arbitrator. If no agreement is reached then the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators to be selected by alternatively striking names until one (1) arbitrator is selected.

(c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

(d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

(e) Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the answer given in Step 4.

VII

SPECIAL CONFERENCES

7.1 Employer representatives will meet with the Union representatives for special conferences by mutual consent, under the following conditions:

(a) Either party shall have at least two (2) representatives present, and the Union representatives may be from the Council or the International Union.

(b) The person requesting the meeting shall submit an advance written agenda at the time of the request and the meeting shall be limited to the agenda.

(c) At the time of the request the Union will state which employees will attend and who shall be paid for the time lost. No more than two (2) employees attending such meeting shall be paid for any work time lost, up to one hour each.

VIII

SENIORITY

8.1 Seniority is defined to mean the length of continuous service of an employee with the Employer since the day and year of the employee's last hiring, and if two or more employees hired before the effective day of this Agreement have been the same day and year of last hiring, seniority preference shall be determined by lot.

8.2 During the first twelve (12) months of actual active employment an employee shall be on probation. Probationary employees may be terminated for any reason not prohibited by

statute and there shall be no responsibility to reemploy any probationary employee who is discharged, or otherwise terminated during the probationary period. There shall be no seniority among probationary employees. The Union shall represent probationary employees for purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement.

8.3 The Employer agrees to post in each garage an up-to-date seniority list every three (3) months with a copy thereof delivered to the Local Union President. The list shall set forth the employee's name, date of hire and classification.

8.4 The seniority and reemployment rights of any employee who is inducted into the Armed Forces of the United States shall be in accordance with any federal laws, orders or regulations now in effect or to be in effect in the future governing same.

8.5 Employees transferred from the bargaining unit to an excluded classification before or during the term of this Agreement, upon being returned to the bargaining unit, shall have retained and continued to accumulate seniority while working in the excluded classification for the purpose of computing benefits provided for in this Agreement, except for that of job bidding and layoff, in which case an employee will be credited with such seniority as he had acquired to the date of promotion and such seniority as may have accumulated after his transfer back into the unit.

IX

LAYOFF AND RECALL

9.1 Seniority shall apply to layoff and recall as follows:

(a) When a reduction in work force occurs temporary employees doing bargaining unit work, then probationary employees and then the employees with the least seniority in the job classification and the garage affected will be the first to be laid off. Such laid off employee may claim the job of the least senior employee in a lower classification at the garage affected provided he meets the requirements for the job and can perform the job satisfactorily, or he may claim the job of the least senior employee in the same job classification on an employer wide basis.

(b) No laid off employee will have any right to claim the job of an employee in another classification on an employer wide basis until he has exhausted the steps in (a) above. Thereafter, an employee shall have the right to claim the job of

the least senior employee on an employer wide basis provided he meets the requirements for the job and can perform the job satisfactorily. The decision of the foreman shall be subject to the grievance procedure.

9.2 Stewards and officers shall be offered work as long as any employees within the bargaining unit are working, provided there is work available which he can perform satisfactorily in the opinion of the foreman. This preference shall apply to layoff only. The non-scheduling of overtime work for any employee is not a layoff. It is the responsibility of the Employer to decide when and if a Steward or officer has the ability and qualifications to perform the job.

9.3 Employees shall be recalled in reverse order of their layoff and shall return to their garage and classification as soon as work is available. Probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled. Such recall shall be subject to the provisions of Section 9.1(b) of this Article.

9.4 In addition to the layoff provisions above, the Employer may reduce the workweek of all employees to not less than thirty-two (32) hours per week for not more than three (3) weeks during the duration of this Agreement.

X

LOSS OF SENIORITY

10.1 An employee shall lose their seniority and employment for the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged for cause, and the discharge is not set aside in the grievance procedure;
- (c) If the employee is absent for three (3) consecutive working days without properly notifying the Employer, unless a reasonable explanation to the Employer of both the absence and failure to notify is given. Employees will notify the Employer promptly when necessity for absence becomes apparent;
- (d) If an employee, upon proper notification or recall from layoff, fails to report within three (3) days of his desire to return to work or fails to return to work within ten (10) days following notification. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice. Each employee

shall be responsible for having his proper address on record with the Employer. Nothing in this item (d) shall be deemed to preclude the Employer from filling any vacancy, caused by the failure of an employee to report promptly after notification, in such manner as the Employer shall determine until such employee reports for work or has lost his seniority under this provision;

(e) If the employee for any reason, other than sick leave or leave of absence granted by the Employer is off the active payroll for a period of one year or the length of his seniority, whichever is greater, but not more than three (3) years providing the employee reports to the Employer every twelve (12) months of his availability for work;

(f) If an employee works for another employer while on leave of absence unless agreed to in the leave of absence;

(g) If an employee fails to report for work at the expiration of his leave of absence unless a reasonable explanation is given;

(h) If he retires.

(i) If an employee fails to maintain a valid Commercial Drivers License (CDL) and any applicable endorsement.

(j) If an employee's required DOT medical certification has expired, (unless the employee failed to pass the medical exam before expiration and the employee has applied for a wavier or the certification expired while the employee was not on the active payroll and the employee recertifies before returning to active duty). The employer will semi-annually post in each garage a list with the names of employees whose DOT medical certification expires within the next 12-months.

(k) If an employee fails to meet the requirements for a DOT medical certification and is denied a waiver from the state.

XI

EMPLOYER RECOGNITION AND RIGHTS

11.1 The Union recognizes the Employer as the proper party to perform the usual and historical functions of management and that it must have the maximum freedom to manage consistent with the terms and provisions of this Agreement and that the enumeration of management functions herein shall not be deemed to exclude other function of management not herein enumerated.

Accordingly, the Union agrees that some of these usual and historical functions are:

(a) To determine the number and location of its garages and other facilities;

(b) To determine all methods of operation in the conduct of its service to the public;

(c) To make all financial decisions including, but not limited to, the administration and control of capital distribution of funds, purchase and sale of property and the benefits and compensation of non-union represented personnel, the financing and borrowing of capital, and to determine the general accounting procedures, and particularly the internal accounting necessary to make reports to government bodies requiring financial reports;

(d) To determine the organization of management and the selection of employees for promotion to supervisory and other management functions;

(e) To determine methods and schedules of production and work including technological alterations, the transfer or subcontracting of work, locations of production, the type of equipment and the sequence of processes to be utilized;

(f) To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline, but the Employer will inform the Union of any changes in existing rules or regulations or the establishment of new rules and regulations before such changes are made effective; provided, however that any such changes shall be subject to the grievance procedure; and

(g) To direct generally the work of the employees, subject to the terms and conditions of this Agreement, including the right to hire, to discharge, to suspend or otherwise discipline employees for good cause, to promote employees, to demote or transfer them, to assign them to particular jobs or shifts, to determine the amount of work needed, and to lay employees off or relieve them from duty because of lack of work or for other proper or legitimate reason, and to determine work standards and the quality and quantity of work to be done.

Nothing in this section shall be construed as authorizing the violation of any provision of this Agreement or as permitting discrimination against any employee because of lawful activities on behalf of the Union or any other discrimination prohibited by applicable state, federal or local laws or regulations.

XII

POSTING AND BIDDING PROCEDURE

12.1 The Employer agrees to post all permanent vacancies within seven (7) calendar days, unless written notice is given to the Union President within the seven (7) day period that there is no vacancy. Such posting shall be for seven (7) working days on a bulletin board in each garage setting forth the classification and location. Any employee desiring to bid on a posted job shall make application in accordance with the notice posted and sign the posting within the time herein stated. Employees who are absent during the posting period shall have no claim to the job unless a written application has been made by the end of the posting period. New employees will be hired for a posted job or probationary employees may be placed in a posted job only if there are no bidders meeting the requirements. While a job is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job. The award shall be made within fourteen (14) calendar days after the posting period. The Employer shall deliver to the Union President a copy of the posting; a list of the applicants for the posting and the name of the employee awarded the job.

12.2 (a) Two factors shall be considered in selecting employees for the job or classification or the filling of vacancies on jobs within the bargaining unit: (1) the ability and qualifications of the applicant to perform the open job with a minimum training period; and (2) the seniority of the applicants for the job.

(b) Preference shall be given the applicant with the greatest seniority, provided, in the discretion of the foreman, he can meet the requirements of the job. If there should be any dispute between the parties with respect to the ability and qualifications of such applicants, the senior applicant who is not selected shall receive written reasons therefor and have the right to a conference with his steward and his supervisor and Engineer-Manager as to whether or not he should be allowed any trial on the job, and during such conference the conferees shall consider and evaluate the following factors:

- (1) His job-related prior experience, training and ability, if any;
- (2) The dangers, if any, to himself or other employees of permitting the trial period;

- (3) The relative value of the machinery and equipment he would be required to operate, and the risks, if any, of loss or damage.

(c) If it is found that the above three factors are favorable to a trial period, the trial period of not less than one (1) working day and up to five (5) working days, shall be allowed. If not, written notice with reasons shall be given. Any employee who disputes the decision may proceed under the grievance procedure for a reconsideration of the above factors.

(d) It is understood that an employee allowed a trial period must meet the average requirements of the job by the end of the trial period, unless it is agreed to allow for a particular job an extension of the trial period. Any employee failing to meet the average requirements of the job shall be returned to the job from which he was promoted or demoted.

- (e) Proceeding to the Rate of Job.

- (1) Job Within Same Department or Garage.

After five (5) days of work on the job the employee shall proceed to the rate of that job.

- (2) Job in Different Department or Garage.

After four (4) weeks of work on the job the employee shall proceed to the rate on that job.

(f) At any time within the time limits of (e) above either the employee or the supervisor may elect to return the employee to his former job.

12.3 For the purpose of Section 2 a vacancy is defined to mean any permanent job opening which results from the creation of a new job by the Employer or any permanent opening on an existing job created by death, quit, discharge, retirement or permanent transfer, or any other vacancy agreed to as such by the Employer and the bargaining committee.

12.4 An employee who has obtained a new permanent job under Section 2 shall not be eligible for six (6) months after the permanent promotion to such job to use the provisions of this Section 2 to obtain any other promotion.

XIII

TRANSFERS

13.1 (a) Employees in any classification are expected to perform any duties to which they may be assigned. When an employee of a higher classification is transferred temporarily to a lower classification he shall receive the higher rate of pay, and when an employee of a lower classification is transferred temporarily to a higher classification for longer than five (5) working days in a thirty (30) day calendar day period, he shall receive the higher rate of pay commencing with the sixth (6th) day while working in that classification and for all hours thereafter.

(b) An employee who is required to do work on his regularly assigned equipment shall not be considered to have been transferred.

13.2 The Employer reserves the right to make such transfers as may be necessary to fill a temporary vacancy caused by absence from the job or from an employee's trying out a vacant job under Article XII. A temporary vacancy is defined to mean a job to which an employee is transferred for thirty (30) consecutive calendar days or less. After such thirty (30) days the job will be posted as a permanent job opening under Article XII. The Employer will not remove from any such temporary job such employee for the purpose of avoiding job posting.

XIV

LEAVES OF ABSENCE

14.1 A leave of absence may be granted at the discretion of the Employer to any employee for such period as the Employer may determine, but not exceeding one (1) year.

A leave of absence of three (3) days or less may be granted upon oral request to the department foreman. Any request for a leave of more than three (3) days must be made in writing.

14.2 Regular full-time employees who are reinstated in accordance with the Universal Military Training Act, as amended, and who request a leave of absence for the purpose of obtaining further training or education under available G. I. benefits may be granted such leave of absence for such training or education.

14.3 (a) Upon the death of any member of the immediate family (as hereinafter defined) of any employee with six (6) months continuous service, such employee shall be entitled to three (3) consecutive workdays off with pay, which days are not to be deducted from sick leave, and in connection with the death which has occurred at his straight-time hourly rate. Immediate family is defined as current spouse, child, mother, father, mother-in-law, father-in-law.

(b) Upon the death of an employee's brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild or grand parent, such employee shall be entitled to one (1) day off with pay, which day will not be deducted from sick leave, in connection with said death.

(c) Upon the death of a fellow employee all of those employees at the garage in which the deceased employee worked shall be entitled to half (1/2) day off for the purpose of attending the funeral and provided, that the foreman at this garage shall have the right to deny said half (1/2) day off to any employee that the foreman deems necessary to continue working. Such half (1/2) day shall be with pay and deducted from the employee's sick leave benefit accrued or to be accrued, if not enough sick days are then accrued.

14.4 Whenever there is a duly called Union meeting of all of the employees and such meeting occurs after 3:30 p.m. those employees at that garage who are scheduled to work during the time of said meeting shall be entitled to time off without pay to attend such meeting providing that the time taken shall be made up and provided further that the foreman in charge is notified in advance. If it is essential to the operations that someone be in attendance at the garage or on the job the foreman may deny the right of attendance at the meeting.

14.5 The Employer will upon request grant a leave of absence without pay, not to exceed seven (7) days to not more than two (2) employees who are members of the Union with seniority when such employees are acting as delegates to any regularly called Union convention or conference, providing such leave will not interfere with the operation of the Employer.

14.6 Any employee who has been absent from work for five (5) working days or more, by reason of illness, or thirty (30) days or more for any other reason, may be required in the discretion of the Employer to take a physical examination prior to his return at the expense of the Employer or furnish a doctor's release. Any employee who has been absent on a leave of absence for two (2) weeks or more or on indefinite sick leave shall notify the Employer, as soon as he knows, of the date of his return to work

but not later than his regular work day prior to his return. Any employee who desires to return early from a fixed leave of absence shall notify the Employer of the day when he will return to work at least three (3) working days prior to the date of such return.

14.7 Upon written application the Employer will grant a leave of absence to not more than one employee at a time for two (2) years or less for the purpose of filling an appointed or elected Union office, provided the remaining employees can do the available work and providing the employee notifies the Employer as soon as he is aware of his intent to return to work at the end of his leave of absence.

14.8 For the purpose of this Article seniority shall accumulate for all authorized leaves of absence.

14.9 The Employer shall, upon request from the employee and the furnishing of a doctor's certificate verifying the sickness, grant an unpaid sick leave of absence for a period up to two (2) months. Upon request from the employee and a doctor's certificate verifying the sickness, the leave shall be extended by the Employer for additional two (2) month periods at a time, provided said leave does not exceed one (1) year. The Employer may request medical verification from its doctors at its expense.

14.10 The Employer shall comply with the provisions of the Federal Family and Medical Leave Act (FMLA), for eligible employees as defined in the FMLA. The Employee may request paid vacation during the FMLA leave. To the extent that the leave provisions set forth in this Agreement provides for leave time for purposes also provided by the FMLA, such leave time up to twelve (12) work weeks in any twelve (12) month period shall be credited toward the leave time allowed by the FMLA. Nothing in this Agreement shall preclude the Employer from exercising and applying those rights and options which are allowed to the Employer under the provisions of the FMLA.

XV

HOURS

15.1 (a) Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one day, or forty (40) hours in any week, and all hours worked on a holiday.

(b) All holidays as provided in Article XVII shall be counted as hours worked for purposes of computing overtime pay, provided, that the employee is eligible for such holiday and would have otherwise worked, but for the holiday. All vacation time as

provided in Article XVIII shall be counted as hours worked for purposes of computing overtime pay.

15.2 Any employee called to work after he has worked his regularly scheduled shift shall receive a minimum of three (3) hours call-in pay, or, if applicable, one and one-half (1-1/2) times his regular rate of pay for the time actually worked, whichever is greater

15.3 (a) Whenever the Employer deems it necessary to assign or transfer an employee or group of employees to a different shift or schedule of hours in order to meet the seasonal weather demands those employees who are qualified to do the available work shall be rotated by the foreman so that there is a fair and equitable distribution of the assignment.

For the purpose of winter night patrol assignment, the Employer will annually select employees to fill the assignment from among those employees who are willing and qualified as determined by the foreman. If the assignment cannot be filled in this manner the foreman will fill the assignment by rotating qualified employees normally assigned to trunk lines.

(b) For the purpose of computing overtime the following shall apply:

The work week shall commence at 12:00 midnight on Sunday and end at 12:00 midnight the following Sunday except that when a workday is such that it commences prior to midnight Sunday and ends after midnight Sunday that entire work period will be counted as hours worked in the work week in which it commenced.

A workday shall be from midnight to midnight, except as stated below:

Whenever an employee is scheduled to work or called back to work on the same workday in which he has already completed eight (8) hours of work he shall receive overtime pay for all hours worked continuously thereafter, including continuous hours worked into the next workday.

After then being sent home and scheduled to report for work or called back to work outside of his regular shift he shall not again be eligible for overtime pay until he shall complete eight (8) hours of work at straight time pay and the workday shall be a twenty-four (24) hour period commencing with the beginning of that eight (8) hour period until he recommences his regular shift.

All work performed for the eight (8) hours of his regular shift shall be at straight time pay.

Notice of such shift or schedule change shall be given to the employee involved as soon as possible after the foreman knows it will occur.

15.4 The regular work week shall consist of five (5) consecutive days, Monday through Friday and the regular workday shall consist of eight (8) hours of work, exclusive of an unpaid thirty (30) minute lunch period.

15.5 The regularly scheduled workday for employees, other than certain designated mechanics and winter night patrolmen, shall be 7:00 a.m. until 3:30 p.m., exclusive of said lunch period, provided, however, if Daylight Savings Time is in effect, the Employer reserves the right to adopt a regular scheduled workday during the months of November through April beginning at 8:00 a.m. and ending at 4:30 p.m.

Such work week and workday shall be subject to change based upon the operation of Section 15.3 above.

15.6 Employees may take a ten (10) minute break in the first half of their regular shift at such time as shall be fixed by the foreman in charge.

XVI

WAGES

16.1 The following adjustments in wages shall be made:

(a) The Roller Operator of a self-propelled roller, while on blacktop priming or sealing operation shall receive a premium of ten cents (\$.10) per hour additional pay.

(b) The Tar Distributor Operators, while on blacktop priming or sealing operation shall receive a premium of twenty cents (\$.20) per hour additional pay.

(c) The following leadmen when designated by the foreman shall receive an additional premium pay of ten cents (\$.10) per hour when leading:

- (1) Tree Cutting Crew
- (2) Bridge Painting Crew

The following leadmen when designated by the foremen shall receive an additional premium pay of fifteen cents (\$.15) per hour when leading:

- (3) Winter Night Crew
- (4) Bridge Building Crew

(d) Operators of the self-propelled chip spreader, while on blacktop priming or sealing operation, shall receive a premium of twenty cents (\$.20) per hour additional pay.

(e) Operators of the front-end loaders (more than 2 cubic yards) shall receive a premium of twenty-five cents (\$.25) per hour additional pay for any shift during which an employee performs such loader work including loader maintenance more than one-half (½) of the shift.

(f) A Public Utility Worker shall receive a premium of ten cents (\$.10) per hour additional pay while assigned to the Public Utility Department.

(g) Mechanic I (MI) who have been in that classification continuously for six (6) months prior to December 1 of each year shall be given a one hundred dollar (\$100.00) annual tool allowance. Mechanic II (MII) employees who have been in that classification continuously for six (6) months prior to December 1 of each year shall be given a fifty dollar (\$50.00) annual tool allowance.

16.2 (a) The following is a list of the job classifications covered by this Agreement and the wage rates effective as of April 22, 1996; April 21, 1997, April 20, 1998, and April 19, 1999 until termination of this Agreement.

Classifications

(Designated by letters and Roman numerals)		<u>4/22/96</u>	<u>4/21/97</u>	<u>4/20/98</u>	<u>4/19/99</u>
HEO I	Heavy Equipment Operator Crane Operators Gradall Operators	15.19	15.57	16.11	16.67
HEO II	Heavy Equipment Operator Bulldozer and Pan Operators Motor Grader Operator	14.90	15.27	15.80	16.35
LEO	Light Equipment Operator All Truck Drivers Mower Operators Stump Cutter Operators Pick Up Sweeper Front End Loader Chip Spreader	14.37	14.73	15.25	15.78

SL I	Skilled Labor Painters Carpenters	14.62	14.99	15.51	16.05
SL II	Skilled Labor Parkmen and Sign Erector	14.37	14.73	15.25	15.78
M I	Mechanic Mechanics	15.19	15.57	16.11	16.67
M II	Mechanic Tiremen and Mechanic's Helpers	14.59	14.95	15.47	16.01
M III	Mechanic Night and Utility Men	14.37	14.73	15.25	15.78
CL I	Common Labor Laborer After 24 months of employment	14.37	14.73	15.25	15.78
CL II	Common Labor Laborer After Completion of Probationary Period	14.02	14.37	14.87	15.39

16.2 (b) Retroactive Adjustment. Retroactive adjustments for pay increases which are effective April 22, 1996 and April 21, 1997 will be paid for all current employees as of February 26, 1998 or retired employees who worked during the retroactive time period.

16.3 [THIS COST-OF-LIVING SECTION SHALL NOT BE APPLICABLE/ OPERATIONAL DURING THE LIFE OF THIS AGREEMENT]. Quarterly, at the times specified hereinafter, a cost-of-living adjustment equal to one cent (\$.01) per hour for each four tenths (0.4) change in the Bureau of Labor Statistics, United States Department of Labor Consumer Price Index, CPI-W, (82-84 = 100), hereinafter referred to as the "BLS Index", will be made in the wages of all bargaining unit employees and in all of the hourly wage rates of all the job classifications listed in Article XVI of this Agreement. The adjusted pay grade wage rates, in effect at the time, shall be used in computing wage payments and vacation pay, holiday pay and bereavement pay.

Wage adjustments under this cost-of living adjustment provision shall be made at the beginning of the first full pay period after each October 1, January 1, April 1 and July 1, beginning on October 1, 1990, based respectively, on the BLS Index issued as of the preceding August, November, February and May, and shall continue to be made throughout the life of this Agreement as follows: The maximum amount of cost-of-living wage adjustment, payable under this cost-of-living wage adjustment provision during the twelve (12) month period beginning on July 23, 1990, shall be fifteen cents (\$.15) per hour, and twenty-five cents (\$.25) per

hour during the twelve (12) month period beginning on July 22, 1991, provided, however, should the actual cost-of-living during the twelve (12) month period from July 23, 1990 through July 22, 1991 exceed fifteen cents (\$.15) per hour, the "spill-over" or cost of living in excess of fifteen cents (\$.15) per hour will be paid on the first cost-of-living wage adjustment payment due in the third year of the collective bargaining agreement (October 1, 1991). Said "spill-over" cost of living would be paid in addition to the cost-of-living adjustment, if any, due on October 1, 1991. The maximum cost-of-living wage adjustment paid under this Agreement shall be forty cents (\$.40) per hour.

The base BLS Index for this Agreement will be that which was issued for the month of May, 1990, and the first cost-of-living wage adjustment due at the beginning of the first full pay period after October 1, 1990 will be based upon the one cent (\$.01) per hour/0.4 change ratio of the difference between the May, 1990 BLS Index and the August, 1990, BLS Index.

In no event will a reduction in the BLS Index to a point below the base BLS Index (i.e., that which was issued for the month of May, 1990 for the second year of the contract or May of 1991 for the third year of the contract) result in a reduction of the job classification wage rates listed in Article XVI of this Agreement.

16.4 All new hires shall be hired at the rate of not more than one dollar (\$1.00) below the rate for the classification and shall proceed to the rate on a merit basis within the probationary period.

XVII

HOLIDAY PAY

17.1 Hourly paid employees who have been on the active payroll more than sixty (60) calendar days to receive pay for the following named holidays regardless of the day of the week on which said holiday may fall unless the employee is drawing pay for sick leave or workmen's compensation: New Year's Day, Friday before Memorial Day, Memorial Day, Fourth of July, Friday before Labor Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

17.2 When a holiday falls within a week when an employee is on vacation, the employee has the option of receiving six (6) days' pay for the one (1) week vacation; or he will be permitted to take an extra day's vacation so as to receive vacation equal to five (5) working days.

17.3 When a holiday falls on a Sunday, and the day following is celebrated as the holiday by the State or Federal Government, such day shall be considered as the holiday for the purposes of this provision. Holidays falling on Saturday will be celebrated on Saturday.

17.4 Employees on layoff or leave of absence are not eligible to receive holiday pay as provided for in Section 17.1 unless the layoff or leave of absence began within three (3) calendar days from the day on which the holiday falls.

XVIII

VACATIONS

18.1 (a) Hourly employees will be granted one (1) week vacation after one (1) full year of employment; two (2) weeks vacation after three (3) full consecutive years of employment; three (3) weeks vacation after ten (10) full consecutive years of employment; four (4) weeks vacation after fourteen (14) full consecutive years of employment.

(b) Employees who complete twenty-five (25) full consecutive years of employment shall earn one (1) additional day of vacation for each additional year of service to a maximum of five (5) additional days of vacation.

18.2 A week's vacation is defined as one week beginning on Monday and ending on Friday and constitutes forty (40) hours per week, at current rates in effect at the time of vacation. All employees shall be entitled to split their vacations, provided two weeks notice of the full day or days shall be given to the foreman, unless waived by the foreman.

18.3 (a) A vacation of one week or more must be arranged with the foreman at least twenty (20) days in advance. A vacation shall not be permitted when the effect thereof would be that more than fifteen percent (15%) of the employees at a garage would be absent.

(b) Vacation time off during deer hunting season will be granted on the basis of seniority, provided the employee gives notice to his foreman by September 1.

18.4 Vacation eligibility shall be calculated from the anniversary date of hire and such vacation shall be taken within the twelve (12) month period following each employee's respective anniversary. Vacation time not taken shall not be accumulated.

18.5 Any regular full-time employees, with more than one (1) year's seniority, upon his termination of employment shall be paid his pro rata share of vacation pay based upon 1/12th thereof for each month worked. Any month in which the employee has worked more than fifteen (15) days shall be counted as a month worked. Where the termination is a voluntary quit then the employee must give two (2) weeks written notice thereof to be eligible for such vacation pay.

18.6 Employment for purposes of computing vacation eligibility shall include time off while receiving (1) sick leave pay and (2) workmen's compensation for a period of six (6) months.

18.7 Employees shall not be entitled to receive vacation pay while on layoff. If an employee has an anniversary date during the layoff or thirty (30) days after recall from layoff, the employee shall have sixty (60) days after recall to use vacation to which they were eligible prior to their anniversary date.

XIX

SICK LEAVE

19.1 All employees will receive one (1) day sick leave credit for each full calendar month of employment and will be permitted to accumulate up to one hundred forty (140) days. New or temporary employees will receive one (1) day sick leave credit per month after completion of nine (9) months of employment.

19.2 Compensation will commence with the fourth day of sickness, however, employees will be compensated for the first three (3) consecutive workdays of sickness if the illness continues for five (5) consecutive workdays.

All employees who have accumulated ninety (90) days or more may use sick leave days commencing the second (2nd) day of sickness for the first three (3) incidences in each contract year, provided such accumulation does not go below ninety (90) days as a minimum.

Employees on workers compensation absence, and verified as such to the satisfaction of the Employer, shall be entitled to use accumulated sick leave days for the first five (5) workdays of such absence provided the employee is not compensated for these days by workers compensation or otherwise.

19.3 Application for sick leave must be made within five (5) days from the first day of sickness, and a doctor's certificate verifying sickness may be requested by the foreman at the time application for sick leave is made.

The Employer will grant a paid sick leave, in accordance with Section 19.2, for a period equivalent to the days of sick leave credit accumulated by the employee in accordance with Section 19.1 herein. Upon expiration of the paid sick leave, the employee may apply for an unpaid sick leave as set forth in Article XIV herein. The Employer may request medical verification from its doctor at its expense.

19.4 An employee who leaves employment with the Road Commission to retire, shall be paid ten percent (10%) of his unused balance of sick leave

19.5 Employment for the purpose of computing sick pay eligibility shall include time off while receiving sick leave pay but shall not include time off while receiving supplemental worker's compensation pay.

An employee may convert up to two sick leave days per year from the employee's sick leave accumulation to be used for paid personal leave days. Each day used shall result in one day deducted from the employee's sick leave accumulation.

XX

SKILLED LABOR POOL

20.1 There shall be posted for bidding by District pursuant to Section 12.1 of Article XII the classification of Skilled Labor Pool which will contain the following jobs:

- (a) Crane Operator
- (b) Gradall Operator
- (c) Bulldozer Operator
- (d) Motor Grader Operator

20.2 Selection of employees to this classification will be made pursuant to Section 12.2(a) of Article XII. An Employee shall be eligible to hold only one Skilled Labor Pool job at a time.

20.3 Upon his selection to the classification of Skilled Labor Pool such employee shall be notified. Whenever feasible, taking into consideration the demands of the employee's regular job and the availability of the work requirements of the job for which he is selected in the Skilled Labor Pool, such employee shall receive instructions and training on that job.

20.4 (a) If, in the opinion of the foreman in charge, a temporary need exists in any of the jobs of the Skilled Labor Pool classification, whenever feasible and taking into consideration the

demands of the employee's regular job, such designated employee shall be assigned to that job as long as work is available on that job.

(b) An employee who has successfully bid on a skilled labor pool job at another garage shall report to such garage for the duration of any such skilled labor pool assignment provided the employee is notified to report to such garage as soon as possible but no later than by the end of his shift on the prior day.

20.5 Any permanent vacancy in any of the jobs in Section 20.1 above shall be posted in accordance with Section 12.1. The Skilled Labor Pool employee for that job shall fill the vacancy provided the employee has completed the six (6) month trial period and provided no other Skilled Labor Pool employee on the same job from a different garage having greater seniority or a permanent operator on the same job from a different garage having greater seniority has bid on the vacancy.

The employee who fills the permanent vacancy in accordance with this Section shall be subject to the trial period set forth in Section 12.2(e) and (f) except there shall be no trial period when the Skilled Labor Pool employee for that job fills the permanent vacancy.

20.6 Subsequent vacancies in the classification of Skilled Labor Pool shall be filled in accordance with Sections 20.1 and 20.2 above.

20.7 An employee assigned to the Skilled Labor Pool will continue to receive his regular rate of pay while on a Skilled Labor Pool job for a period of six (6) months after such assignment. He may be removed from the Skilled Labor Pool at any time during the six (6) months and reasons for such removal will be given to him in writing. At the completion of six (6) months in the Skilled Labor Pool he shall thereafter receive the higher applicable rate of pay while on a Skilled Labor Pool job.

20.8 A Skilled Labor Pool employee may resign from the Skilled Labor Pool but will be required under Section 20.5 to fill a permanent vacancy unless another Skilled Labor Pool employee for that job has completed the six (6) month trial period.

XXI

MISCELLANEOUS

21.1 All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International

Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

21.2 If the Employer fails to give an employee work to which he is entitled and a written grievance is filed the Employer will reimburse him for the earnings he lost through failure to give him such work, unless the grievance is otherwise settled.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

21.3 Paydays. Effective commencing Thursday, June 10, 1971, employees will receive their paychecks and every other Thursday thereafter, said paychecks to cover the wages earned in the two full preceding calendar weeks.

21.4 Credit Union. The Employer will provide payroll deductions for a credit union.

21.5 The Employer shall provide a bulletin board for the use of the Union at each of the garages and such use shall be limited to the posting of notices for meetings, elections and the results thereof and for notices of recreational and social events. Any other notices shall be posted only with the consent of the Engineer-Manager.

21.6 The Union may annually designate one (1) representative to serve on a safety Committee to review employee Safety-Gram(s) and MIOSHA inspection results and any other mutually agreed upon safety items.

XXII

DISCHARGE AND DISCIPLINE

22.2 (a) The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the garage of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the garage and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the employee and the Steward.

(c) Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two

(2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer in writing within three (3) working days. If the answer of the Employer is not satisfactory it may be referred to Step 2 of the grievance procedure.

XXIII

SUPPLEMENTAL WORKMEN'S COMPENSATION

23.1 Employees who receive Workmen's Compensation pay will receive as a supplement thereto an amount equal to one hour pay at the employee's regular straight-time hourly rate for each day that he receives such Workmen's Compensation. The one hour shall be charged against the employee's sick leave on the basis of eight (8) hours in a workday.

XXIV

JURY DUTY

24.1 Any employee who is summoned for jury duty shall notify his foreman and for all hours served during his regular working hours he shall be paid his straight-time hourly rate less the amount received for such duty.

He shall furnish such proof as may be required by the Employer and if the Employer desires the employee to remain on the job the employee shall cooperate to be excused from jury duty.

24.2 Any employee who appears in court at the request of the Employer during his regular working hours shall receive his straight-time hourly rate less any other fee received for appearing in Court.

XXV

INSURANCE

25.1(a) Effective within 60 days or the first day of the month following the sixty (60) day period after ratification of this Agreement, the Employer shall provide a Priority Health Basic Point of Service Plan (POS) (with Preferred Benefit - 100% Plan and Alternative Benefit - 80/20 Plan). The Employer shall continue to pay the full premium cost of the health insurance coverage of each employee and his dependent coverage. Coverage, if available, will be provided to dependents over eighteen (18) and in school. The Employer will continue the Health Insurance from the prior

collective bargaining agreement until the above referenced health insurance becomes effective.

(b) The Employer shall pay the premium cost for hospitalization insurance for employees only, who commence retirement after age 60. Such premiums shall be paid until the employee attains age 65.

25.2 Life Insurance. The Employer will provide group life insurance in the amount of \$15,000.00 with a double indemnity provision.

25.3 The Employer's liability with respect to any insurance benefits shall be limited to the payment of the premiums agreed to and by payment of such premiums the Employer shall be relieved of any further liability with respect to the benefits under the insurance program.

25.4 The Employer reserves the right to select and change the insurance carriers upon thirty (30) days advance notice and discussion with the Union and with no reduction in the benefit level.

25.5 Nothing herein to the contrary shall obligate the Employer to maintain the insurance coverage as set forth above in the following situations: For employees on layoff, the Employer's obligation to maintain said coverage shall cease the month following the month in which the layoff commenced. For an employee receiving sick leave pay in accordance with Article XIX herein, the Employer's obligation shall cease two (2) months following the month in which the sick leave pay expires. For employees on a Workmen's Compensation leave of absence, the Employer's obligation shall not exceed twelve (12) months. For employees on other leaves of absence, the Employer's obligation shall cease at the end of the month in which the leave commences.

When the Employer's obligation to maintain the insurance coverage ceases, the employee shall be entitled to continue group coverage in accordance with COBRA.

25.6 Effective January 1, 1999, the Employer shall provide a Flexible Spending account under the Internal Revenue Service Section 125 provision. Employees may use this plan effective the first payroll of year 1999.

XXVI

PENSION

26.1 Effective upon ratification, the Employer shall modify the current benefit program C-2/base benefit B-1 to benefit program B-2.

26.2 The Employer shall readopt, under applicable state law as amended, the E-1 rider to become effective January 1, 2000.

26.3 The Employer will pay employee contributions to the Pension Plan.

XXVII

DURATION AND TERMINATION

27.1 This Agreement shall become effective February 26, 1998 and shall continue in effect until 12:01 a.m., April 24, 2000.

27.2 Either party may terminate this Agreement at any time after April 24, 2000 by giving to the other sixty (60) days in advance of that date written notice of intent to terminate or modify. Failure to give such notice shall automatically extend the contract from year to year thereafter.

27.3 Notice of such intent shall be sufficient if sent by certified mail as follows: Employer: Rosy Mound Drive at US-31, P.O. Box 739, Grand Haven, Michigan; Union: 1034 North Washington, Lansing, Michigan, or to such other address as either party may designate in writing to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LOCAL UNION #1063 AND
COUNCIL #25

By Roger Oldroyd
Jeff Johnson
Yvonne Bouman
Thomas J. Rahn
Wes Schatten
Dannin Boums
Colin Bunker

BOARD OF COUNTY ROAD COM-
MISSIONERS OF OTTAWA COUNTY

By Lawrence B. Brummer
Alvin J. Heckman
Edward Dytter

For Council #25

Haylen McDonald

