

**LABOR AGREEMENT**

*between*

**SOUTHEASTERN OAKLAND COUNTY  
RESOURCE RECOVERY AUTHORITY**

*and*

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA, LOCAL 214**

*Southeastern Oakland County Resource Recovery Authority*

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## AGREEMENT

THIS AGREEMENT, entered into this 16<sup>th</sup> day of <sup>December</sup>~~August~~, 1998, by and between the Southeastern Oakland County Resource Recovery Authority, a Michigan Public Corporation, hereinafter referred to as the "Authority," and Teamsters Local 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, 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 Authority, the employees and the Union.

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

The parties mutually recognize the responsibility of both the employees and the Authority to the public requiring that any disputes arising between the employees and Management be adjusted and settled in an orderly manner without interruption of said service to the public.

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

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I  
RECOGNITION

Section 1.

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Authority 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 Authority included in the bargaining unit described below.

(b) All of its hourly-rated employees, excluding foremen, management, engineers, professional, technical, clerical, guards, part-time, temporary, seasonal and supervisory employees. (Seasonal employees shall not receive overtime nor replace full-time employees except during vacations).

ARTICLE II  
REPRESENTATION

Section 2.

(a) The employees shall be represented by a committee of three (3) members, one of whom shall be the Chairman, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of nominees on the seniority list. The Union may also elect a steward on any shift of which there is no committeeman, provided there are four (4) or more employees regularly working on such shift.

(b) Promptly following the effective date of this Agreement, the Union and the Authority shall provide to each other a written list of names and titles of their respective

representatives, and will, from time to time, provide prompt notice of any changes.

Section 3.

(a) No Discrimination: There shall be no discrimination against any employee because of his membership in the Union, or because of his acting as an officer or in any other capacity on behalf of the Union.

(b) The Authority shall not discriminate against any employee, because of age, sex, race, nationality, religious or political belief, or for Union activity.

ARTICLE III

UNION SECURITY

Section 4. The employees covered by this Agreement who are members of the Union on the effective date of this Agreement, shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

Section 5.

(a) All other employees upon the completion of ninety (90) calendar days of employment either after the date on which this Agreement is signed by both parties or after the date of their employment, whichever shall occur later, shall as a condition of continued employment, either become a member of the Union or in the alternative shall contribute to the Union an amount equal to the periodic monthly dues required of all members.

- (b) No employee shall be separated under this section, unless:
1. The Union first has notified the member-employee by letter addressed to him at the address last known to the Union, concerning his delinquency in not tendering the required dues and initiation fees or agency shop contributions and warning him that unless his dues and fees are tendered within ten (10) calendar days he will be reported to the Employer for termination from employment as provided herein; and
  2. The Union has furnished the Employer with written certification that the foregoing procedure has been followed and the employee has not complied.

Section 6. The Union agrees to hold the Employer harmless from all causes, actions, or damages which may result to it in the event it complies with this contractual provision at the written request of the Union.

Section 7. If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purposes of adequate replacement.

#### ARTICLE IV

#### DEDUCTION OF DUES

Section 8.

(a) During the period of time covered by this Agreement, the Authority agrees to deduct from the pay of any employee all dues or agency fee and/or initiation fees of Local No. 214 and pay such amount deducted to said Local No. 214, provided, however, that the Union presents to the Authority authorizations, signed by such employees, allowing such deductions and payments to the local Union. Such dues deduction authorizations shall be irrevocable for the duration of this Agreement, and any extensions thereof.



(b) Amount of initiation fee and dues will be certified to the Authority by the Secretary-Treasurer of the Union.

(c) Dues deducted shall commence on the first pay period of the month and will be deducted monthly thereafter on the first pay period of the month.

(d) Deduction in initiation fees will be made in two equal amounts from wage payable the following two pay periods from the effective date of the authorization.

(e) Deductions made shall be forwarded not later than the last working day of the fourth week of each fiscal month.

(f) The Authority shall submit the names of employees newly hired.

## ARTICLE V

### JOINT RESPONSIBILITIES

#### Section 9.

(a) Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay-in, or slowdown, in any plant or property of the Authority or any curtailment of work or restriction of production or interference with the operations of the Authority during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the Authority for the continuance or renewal of this Agreement. In the event of a work stoppage, other curtailment of, or interference with production, the Authority shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

(b) In the event of a work stoppage, or other curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that

they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

(c) The Authority shall have the right to discipline up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited, however, the Authority agrees to withhold discharge decisions for twenty-four (24) hours, except where safety of personnel or equipment are concerned.

(d) The Authority will not lock out any employees during the term of this Agreement.

## ARTICLE VI

### MANAGEMENT RESPONSIBILITY

Section 10. It is recognized that the Management of the Authority, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Authority. Other rights and responsibilities belonging solely to the Authority are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement.

Section 11. It is further recognized that the responsibility of the Management of the Authority for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other

legitimate reasons is vested exclusively in the Authority, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

Extra Contract Agreements the Authority agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any Agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours of working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 12. Should a difference arise between the Authority and the Union as to the meaning or application of this Agreement, it shall be settled in accordance with the grievance procedure set forth below.

- STEP 1. Any employee having a grievance shall first take up the matter with his foreman. If not settled, it shall be discussed with the steward on the shift. If not settled within the shift, it shall be reduced to writing and signed by grievant. Any grievance not submitted within ten (10) days of its occurrence shall be considered automatically closed.
- STEP 2. The written grievance shall be discussed between the chief steward and the superintendent or designated supervisor. The applicable supervisor shall give his written decision within five (5) working days (excluding Saturdays, Sundays and holidays) of receipt of the written grievance.
- STEP 3. In the event the grievance is not settled in Step 2, a meeting shall be held between the committee and management within ten (10)

working days after the Authority's answer in Step 2. The decision of the Authority shall be given in writing within five (5) working days (excluding Saturdays, Sundays and holidays) at the end of the meeting. Both parties may have outside representatives.

STEP 4. In the event the grievance is not settled in Step 3, the Union shall have sixty (60) days in which to submit the same to binding arbitration in accordance with the procedure set forth below. If the grievance is not so submitted within sixty (60) days, it will be considered closed on the basis of the last disposition.

Arbitration, as provided in Step 4, can be invoked only in the following manner:

(a) Notice to the Authority within thirty (30) days after receipt of disposition at Step 3, of intent to submit the issue to arbitration.

(b) The parties shall select an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, in accordance with the rules, regulations and procedures of the Federal Mediation and Conciliation Service or the American Arbitration Association.

The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

The expense of such impartial arbitrator shall be shared equally between the Authority and the Union.

Section 13. Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The Authority shall not be authorized by this procedure to file grievances against the Union.

Section 14. Any complaints involving discharge or disciplinary action must be filed in

writing within two (2) working days (excluding Saturdays, Sundays and holidays) and Authority representatives shall render a decision within two (2) working days (excluding Saturdays, Sundays and holidays) of its receipt. Discipline and discharge cases shall proceed directly to Step 2 of the grievance procedure. In imposing discipline on a current charge, the Authority shall disregard letters of reprimand more than two (2) years old.

Section 15. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same job, or a similar class at the same rate of pay, or as may be agreed to by the parties.

Section 16. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment during the period in question.

Section 17.

(a) Should an employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the employee adversely affected shall receive compensation as herein provided, or as may be mutually agreed.

(b) The compensation to such employee shall be equal to his rate of pay times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the Authority that such substitution exists.

Section 18. All layoff and recall notices and notice of disciplinary and discharge action taken and the reasons therefor shall be in writing. Wherever practicable, employees shall not be required to leave the premises until they have been afforded an opportunity to talk with their steward. A copy of such notices shall be given the chief steward.

Section 19. An agreement reached between the management and committee is binding on all workers affected and cannot be changed by any individual.

Section 20.

(a) A meeting between the committee and management shall be held not more frequently than once each month (second full week of the month) for the purpose of discussing and possibly disposing of grievances and other problems in the even such exist. A written agenda shall be prepared by each party and furnished to the other at least forty-eight (48) hours in advance of the meeting.

(b) Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to between the committee and management.

Section 21. Authorized representatives of the Union shall be granted access, upon reasonable advance request or notice, to the non-restricted areas of the plan for the purpose of adjusting grievances with the designated supervisor. The names of representatives so authorized shall be on file with the Authority.

ARTICLE VIII

STEWARDS

Section 22. The Authority recognizes the right of the local Union to designate job stewards and alternates in each department. Employees on each shift shall be represented by a steward who must be a regular employee and working. There shall also be one chief steward.

The authority of job steward and alternates so designated by local Union shall be limited to and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Authority or the designated representative in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information, which shall originate with, and are authorized by the local Union or its officers, provided such messages and information:
  - a. have been reduced to writing; or,
  - b. if not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Authority's business.
3. It is agreed and recognized that the chief steward and stewards shall have super seniority in cases of layoffs or reduction of the work force.

The stewards, during working hours, without loss of time or pay, may in accordance with the terms of this section investigate grievances in their assigned area and present such grievances to the Authority, upon having advised their foreman of same. The foreman shall grant permission and provide sufficient time to the stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused.

## ARTICLE IX

### PROBATIONARY EMPLOYEES

Section 23. A new employee shall be a probationary employee without seniority until he has been employed and actively at work for ninety (90) days, excluding absences which exceed fifteen (15) consecutive days, at the end of which period he shall be entered on the plant-

wide seniority list of the Authority as the first day of his employment, except that seasonal, temporary employees shall not acquire seniority. A probationary employee may be laid off or terminated at the discretion of the Authority except for Union activity, without recourse to the grievance procedure. An employee laid off or terminated during his probationary period and re-hired within ninety (90) calendar days following his last day of work will be considered to be completing the probationary period which he has previously started. An employee who completes his probationary period in this manner shall be credited with ninety (90) days retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the plant-wide seniority list. An employee re-hired after ninety (90) calendar days will be considered as a new employee and will begin a new probationary period.

## ARTICLE X

### SENIORITY

#### Section 24.

(a) Each employee, upon the completion of his probationary period, shall be placed on the plant-wide seniority list. When two or more employees are hired on the same date, the employee punching in his initial time card first shall be considered senior. Each new employee shall be assigned to a department and be placed on his department seniority list in accordance with such seniority date. When two or more employees enter a department on the same day, the employee with the greater plant-wide seniority shall be placed on such list first.

Seasonal and temporary employees shall not acquire seniority.



(b) In the event an employee is permanently transferred from one department to another, for any reason, he shall be placed on such new department seniority list in accordance with his date-of-entry into such department. If he remains in such new department for three consecutive months, he shall be removed from the seniority list of his former department. The above shall apply to all permanent transfers whether the transfer is at the employee's request or at management's request. There shall be no change in seniority as a result of temporary transfers. Employees exercising their plant-wide seniority upon layoff to continue working in another department, shall not be considered permanently transferred, except in case of paragraph (e) of Section 26.

(c) The departments for purposes of seniority shall be:

1. Maintenance Department.
2. Landfill/Compost.
3. MRF.
4. Transfer.

Section 25. Seniority shall terminate if an employee:

1. Quits or retires.
2. Is discharged for just cause.
3. If he is absent for three (3) consecutive work days without notifying the Authority, unless as a result of physical impossibility.
4. If he is absent for three (3) consecutive work days without justifiable reason.

5. Gives a false reason to obtain a leave or if he fails to return to work upon termination of any leave of absence without a bona fide excuse acceptable to the Authority.
6. If he is laid off for a period equal to his seniority at the time of layoff with, in any case, a minimum of one (1) year, or three (3) years, whichever is the lesser.
7. Separation upon settlement covering total disability.
8. Is caught smoking within the confines of any SOCRRA building.

Section 26. When there is an indefinite reduction of the working forces in any department, the following procedure shall govern in making layoffs: (Note: Nothing herein shall prevent the Union and the Authority from negotiating reduced work schedules to curtail layoffs).

- (a) Seasonal and temporary employees in the affected departments shall be laid off first, in any order.
- (b) Probationary employees in the affected departments shall be laid off next, in any order.
- (c) If additional layoffs are necessary, seniority employees shall be laid off in the order of their plant-wide seniority in the department affected by the layoff, provided those employees who hold high seniority are able to perform all tasks in their classification.
- (d) An employee laid off from a department who has more seniority (plant-wide by date of hire) than employees working in another department may exercise such

seniority to “bump” the lowest seniority employee (plant-wide) then working in another department, provided he is able to perform such work with normal instruction and supervision. In the event an employee has seniority to continue working but cannot perform the job of the lowest seniority employee, the Authority shall reassign him if there is a job he can perform held by a lower seniority employee.

- (e) The relocated employee will have the option during the last week of the first sixty (60) calendar day period after being laid off from his department to “bump” into a classification he has previously held. Plant-wide seniority shall govern in the selection of job classification and shift preference.
- (f) The employee who is “bumped” by the relocating employee may exercise his seniority to “bump” a lower seniority employee in his department, provided he is able to perform such work with normal instruction and supervision.
- (g) In the event an employee exercises his seniority to work in another department, he must return to his permanent department or forfeit his seniority in such department upon being recalled thereto. In such case, his new department shall become his permanent department.
- (h) Employees shall not be permitted to maintain their name on more than one department seniority list, except that employees on layoff from their permanent department will be retained on their permanent department seniority list during the period of such layoff, subject to Section 25. On bumping into a department pursuant to this section, they shall be placed on the bottom of the seniority list of

the department into which they bumped and upon return to their permanent department, they shall be removed from the seniority list of the department to which they bumped.

- (i) In the event an employee exercises his right to bid pursuant to Section 40, into a job in another department and is awarded such job, he shall be placed on the bottom of the seniority list of that department by date-of-entry and shall be removed from the list of his former department after three (3) consecutive months in such new department. The new department shall thereupon become his permanent department.
- (j) When there is an indefinite reduction of the working force in any department as provided above, the Authority will give the employee reason(s) for the layoff and an approximation of the length of the layoff provided that such approximation shall not create any right of recall, nor shall it be construed as a guarantee that the employee will be returned to work on the date approximated by the Authority.

Section 27. In the event of an emergency beyond the control of the Authority; i.e., acts of God, such as flood, fire, storm, or power failure, where the resulting situation warrants, the Authority shall have the right to make temporary adjustments of force not to exceed twenty-four (24) hours, or as soon as possible, without regard to seniority in the affected departments. If the layoff exceeds twenty-four (24) hours, the work force shall be adjusted according to the layoff procedure as described in this Article.

Section 28. Recalls from layoff shall be by order of seniority provided the employee is able to perform the work required. An employee on the seniority list as of July 1, 1989 may

decline a recall to the Recycler, Janitor (Transfer Station), and Laborer (Transfer Station). If an employee declines such recall, he shall be considered to continue on layoff as if he had not been recalled.

Section 29.

(a) Employees on the seniority list when recalled to work shall be given three (3) working days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Chief Steward.

(b) Except as provided in Section 28, if an employee fails to report within three (3) working days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

(c) In instances in which employees cannot return to work within the required time limit, the next employee in point of service may be called and may be permitted to work until the senior employee returns.

Section 30. When employees are called to work or laid off, the Chief Steward shall be given the names and order of calling or laying off.

Section 31. The Authority shall keep a true seniority list plant-wide of all employees having seniority rights, and department lists, copies of which shall be posted. Copies shall be given to the Chief Steward once each six (6) months.

Section 32. Employees shall notify the Authority of their proper post office address or change of address, and they shall be given a receipt from the Authority that such notice has been given. The Authority shall be entitled to rely upon the address shown upon its records for all purposes.

Section 33. Any employee who is promoted or transferred out of the unit but who continues as an employee of the Authority shall retain his seniority in the event they are returned by the Authority to the unit, provided, however, they shall not accumulate any additional seniority after one (1) year after transfer out of the unit. This shall apply to prior as well as future promotions or transfers.

Section 34. Any employee who is elected or appointed to office or position in the International Union, which makes it necessary to leave his employment, shall retain his seniority and shall accumulate seniority during the time he holds this position.

Section 35. The Authority will grant a leave of absence to employees so elected or appointed upon request of the Union, and renewed annually upon request.

Section 36. The Selective Service Act as presently existing or as it may be amended from time to time, shall govern the reemployment rights of servicemen.

Section 37. An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the Authority, may be assigned other work in the plant which, in the judgment of management and agreeable to the Union, he is capable of performing without regard to any seniority provisions of this Agreement, provided that this provision shall not accord him super-seniority beyond his seniority date.

Section 38. An employee so assigned shall be paid the regular rate of the job to which he is assigned, unless his incapacity renders him unable to perform a normal day's work, in which case a lesser rate shall be agreed to between the Authority and the Union. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally

available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Worker's Compensation Act.

## ARTICLE XI

### PROMOTIONS

Section 39. In promotion of employees covered by this Agreement to classifications within the bargaining unit, seniority will govern whenever qualifications and abilities of the employees being considered are equal. If the management proposes to bypass any employee with greater seniority, the management will advise the Chief Steward and the employee or employees bypassed (at least five (5) days before the bypass is made effective). Any such employee who feels aggrieved will be granted a prompt review by management, and if then not satisfactorily closed, may process his claim through the grievance procedure.

## ARTICLE XII

### JOB BIDDING

#### Section 40.

(a) The Authority agrees to post vacancies in existing job classifications and new job classifications plant-wide, for a period of five (5) working days, such notice to include the number of positions open.

(b) Provided that in maintenance the lowest job in the progression shall be posted, if the employee next in line is not qualified. (This applies to mechanical helpers position only).

(c) Employees shall be considered in accordance with Section 39.

(d) Employees may be required to remain in their old jobs until properly replaced.

(e) Employees shall not use the posting procedure to secure a shift preference.

(f) Employees who bid for and are awarded their job bid, shall not be entitled to bid for any other job for a period of twelve (12) months, in the event:

1. The job bid was a lower rated job, or
2. The employee refused the job after being awarded it or declined during the trial period. In this latter case the job shall promptly be rebid.

(g) Employees awarded a job bid shall have a training period not to exceed three (3) months to qualify for such job. This shall not prevent the Authority from disqualifying the employee prior to the completion of such trial period where lack of ability to qualify is obvious. Employees who fail to qualify shall be returned to their former jobs and shifts without loss of seniority.

(h) If the Union disagrees with such disqualifications, the employee or the Union may take the matter up through the grievance procedure and the Authority must be able to show that the disqualification was justified.

(i) This posting procedure shall not prevent the Authority from hiring from the outside whenever qualified applicants are not available.

### ARTICLE XIII

#### NEW JOBS

##### Section 41.

(a) The job duties and responsibilities covered by the classifications in Exhibit A are the basis upon which the parties negotiated the wage rates effective during this contract. If a new job should be created due to the introduction of new equipment or significant change in methods



of operation of a classification set forth in Exhibit A, a temporary rate may be established by the Authority for a period not to exceed ninety (90) calendar days. During this period, the Authority and the Union shall bargain on the rate of the new classification, which upon settlement shall be retroactive to the date the job was filled.

(b) If no agreement has been reached at the end of such ninety (90) days, the matter shall be processed through the grievance procedure starting in Step 3.

(c) If an employee thinks he is being required to work outside of his classification, he shall perform the work as directed under protest and file a grievance at the appropriate time.

#### ARTICLE XIV

#### TEMPORARY VACANCIES

##### Section 42.

(a) In the event there is a temporary job opening due to illness, emergency leave, temporary production increases, etc., the Authority may fill such job by transferring another employee or employees to such temporary vacancy not to exceed three (3) months, unless a longer time is agreed to. Such employee shall receive the minimum rate for the higher classification or his own rate, if higher.

(b) Upon the completion of such three (3) months, or immediately if the leave is originally for more than three months, the job shall be posted in accordance with Section 40(a) as a Temporary Opening.

(c) Employees who return from such leave, etc., shall return to their bid job and the employees, or any of them, holding temporary bid jobs shall be returned to their permanent jobs, provided such remain available. If not available, such employee may exercise his seniority to attain a job in line with such seniority.

(d) Temporary vacancies shall be filled first by Utility Men. If not filled in this manner, another qualified employee may be assigned. Notwithstanding the foregoing, if it becomes necessary to call in an employee from another shift due to a temporary vacancy, the Authority will call employees in the same classification as that in which the vacancy exists.

#### ARTICLE XV

#### SHIFT PREFERENCE

Section 43. In the event of new jobs or vacancies in existing jobs, employees shall be entitled to shift preference in accordance with their length of service in their classifications.

#### ARTICLE XVI

#### HOURS OF WORK

#### Section 44.

(a) The Authority shall establish the working hours for each specific job.

(b) Schedules shall be on the basis of one or more 8-hour shifts during a 24-hour day.

Work schedules and any changes in work schedules will be posted in writing at least seven (7) calendar days prior to the effective date thereof, except in cases of emergencies. Employees classified as Utility Men shall not be covered by this provision and may be scheduled as needed.

(c) When an employee is called into work to perform an emergency service, he shall be paid a rate equal to one and one-half (1 ½) times his regular pay rate, for a minimum of two hours.

(d) Employees who are scheduled to work and report in, but are sent home due to lack of work or inclement weather conditions will be paid a minimum of four hours.

## ARTICLE XVII

### OVERTIME

#### Section 45.

(a) Employees will be paid one and one-half (1 ½) times their regular rate in the following instances:

1. Time worked in excess of eight (8) hours in any one day.
2. Time worked in excess of forty (40) straight time hours in any one work week.

(b) Employees shall be paid double time their regular hourly rate for all hours worked on Sundays and designated holidays.

(c) All hours paid for by the Authority shall be included as time worked for purposes of computing forty (40) hours worked.

(d) Employees who work shift or daily overtime will be paid overtime in multiples of 1/10th of an hour for each six (6) minutes worked.

(e) There shall be no duplication of overtime for the same hours worked.

(f) Shift foremen shall not be used to replace unit employees on overtime, except in emergencies.

- (g) Employees who lose time during the week need not be scheduled for Saturday.
- (h) The Authority will guarantee a minimum of four (4) hours work when scheduling overtime on premium days, except for the scaleman on Saturdays.
- (i) Overtime shall be offered and scheduled according to the following provisions and subject to the provision of sub-section (j) below:
1. Overtime shall be offered according to seniority to qualified employees within classification subject to the provisions of subsection (j) below. If no employee volunteers to perform the overtime work, the Authority may require the least senior qualified employee to perform the work (subject to subsection (j)). An employee may, however, be required to continue working past his/her shift to complete work within his/her classification without regard to seniority.
  2. If the overtime is due to the scheduling of additional work (e.g. Saturday work, or additional daily work hours) the overtime shall be offered to the employees in the classification scheduled to work overtime in order of their seniority; if none of the employees accept the overtime, then the junior employees in the classification may be required to work the overtime.
- (j) No employee may be required to work more than sixteen (16) hours of overtime in a calendar month; if an employee has worked sixteen (16) or more hours of overtime in a calendar month and he is the junior employee in the classification, he shall not be required to work additional overtime and the next junior employee who has not worked sixteen (16) or more hours of overtime in a calendar month shall be the employee who can be required to work the overtime under Section 45(i)(1) and (2).

(k) Except in emergency situations, the Authority shall give employees forty-eight (48) hours notice of overtime due to the scheduling of additional work; in an emergency situation, the Authority shall give employees notice of overtime as soon as possible after it is determined that overtime will have to be worked.

(l) An employee, who as a result of the subsection (i) is required to work twelve (12) consecutive hours, shall receive an additional fifteen (15) minute break during the four (4) hours of overtime; if the employee is required to work sixteen (16) consecutive hours, he shall receive the regular breaks and lunch period provided during an eight (8) hour shift.

(m) If the Authority fails to follow the above procedure in contacting senior employees to work overtime, the remedy shall be that the next available overtime shall be scheduled for the employee(s) whom the Authority failed to schedule for overtime. Except in cases of emergency, the Authority shall advise the Union Steward, in advance, of overtime being worked and those employees offered and/or scheduled to work the overtime, provided the Steward is available.

(n) Compensatory Time. In lieu of payment for overtime hours worked, an employee may elect to accumulate compensatory hours (at the rate of 1 1/2 hours of compensatory time for each hour of overtime worked). Maximum accumulation of compensatory time shall be limited to two hundred forty (240) hours per year unless otherwise permitted by federal law. Compensatory time shall be accumulated on an April 1 to March 31 year basis and may only be utilized by employees between December 1 and April 1 of each year. Compensatory time usage requires pre-approval by the Authority and may not be used in less than forty (40) hour increments. Any compensatory time accumulated within the April 1 through March 31 year and

not used by the closing date of March 31 shall be paid to the employee in the following month of April. Compensatory time shall not carry over from year to year but shall begin anew April 1 of each year.

## ARTICLE XVIII

### ATTENDANCE

#### Section 46.

(a) Employees are expected to be regular in their attendance and to observe the working hours established.

(b) All employees absent without authorized leave, or who report late on any given shift, shall be penalized by way of a pay deduction in multiples of 1/10th of an hour for each six (6) minutes or fractions thereof, for each day or portion of a day.

(c) Habitual tardiness may be cause for disciplinary action up to and including discharge.

(d) Arrangements for time off must be made in advance.

If, for some legitimate reason, employee is unable to report for work at the established time set by the Authority for his particular shift to begin, the supervisor on duty should be notified at least one (1) hour beforehand, unless physically impossible. Repeated failure to do so may result in disciplinary action up to and including discharge.

(e) A continuing balance of each employee's vacation leave, sick leave will be kept on the employee's personal record and furnished him on request.

## ARTICLE XIX

### VACATION LEAVE

Section 47. Vacation leave is authorized absence from duty with pay.

(a) Regular employees with one (1) but less than five (5) years seniority on July 1 of any vacation year, shall be granted two (2) weeks vacation leave. Employees on their fifth (5th) anniversary of hire date shall receive a third (3rd) week of vacation; thereafter, on every July 1 of any vacation year on which the employee has less than fifteen (15) years' seniority, such employees shall receive three (3) weeks vacation. Employees on their fifteenth (15th) anniversary, of hire date shall receive a fourth (4th) week of vacation; thereafter on every July 1 of any vacation year, such employee shall receive four (4) weeks vacation. Each employee with more than fifteen (15) years of seniority shall, on each anniversary date, receive one (1) additional day of vacation for each full year of his seniority over fifteen (15), up to a maximum of five (5) additional days (for a maximum vacation of five (5) weeks for twenty (20) years of seniority).

In no case will vacation time be granted until an employee has been employed at least six (6) months.

(b) No seasonal, temporary or part-time employee is eligible for vacation leave.

(c) Employees with six (6) months or more of service on July 1 of any vacation year, will be allowed vacation leave in the proportion that his actual service bears to a full year of service (6.667 hours per month) (five (5) years or over 10.00 hours per month). No employee shall be given vacation leave for a fractional part of a day; employees shall be given the whole

day, if accrued time is a half-day or greater. No part of a day shall be given if the accrued time is less than a half-day.

(d) Vacation credits earned during the fiscal year shall be made available to such employees after April 1 of the year in which they are accrued.

(e) Employees shall receive credit for a month worked for every month in which they work or receive compensation for ten (10) work days. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.

(f) A seasonal, temporary or part-time employee who becomes a regular employee, shall accrue vacation leave from the date he completes his probationary period retroactive to the start of such probationary period.

(g) Employees shall forfeit all rights to vacation time if not taken within the year following the year in which accrued, unless carried over with the written consent of the Manager.

(h) Vacation schedules shall be set up by the Authority so as to permit the continued operation of all Authority functions without interference; in some areas, employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to plant-wide seniority to select available vacation periods for up to two (2) weeks of their allowable vacations. Each employee who wants to do so and has available vacation shall pick his summer vacation (April 1 - November 30) on or before April 1. Each employee who wants to do so and has available vacation shall pick his winter vacation (December 1 - March 31) on or before December 1. Employees' with the most seniority shall be given preference as to such picks.



After employees have been given their chance to select their two-week vacation periods as of April 1 and December 1, employees who have not selected their vacation as of such dates shall be allowed available vacation time off with approval of the Authority on a first come, first serve basis. Vacation times shall not be taken during the prime time May 1 through August 31. Available schedules shall be posted prior to April 1 and December 1 of each vacation year. After selections are approved, they shall be final except for emergencies.

- (i) Employees shall be entitled to vacation pay in any of the following instances:
1. Any regular employee, who gives proper notice (five (5) working days) regarding termination of his employment with the Authority, shall be entitled to his regular pay for any unused portion of vacation time, as of date of separation.
  2. Any regular employee, who is placed on indefinite layoff or separated from the Authority for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.
  3. Any employee who has served six (6) months, but less than one (1) year with the Authority, and enters Military service shall be allowed vacation time at the rate of one (1) day per month, with a maximum not to exceed ten (10) days, paid to him at the time he leaves the Authority to enter Military service.
  4. Employees who are scheduled for a vacation leave during a holiday, shall have the option of being paid for the holiday or given additional time off. If the latter option is exercised, scheduling of the additional day off shall be subject to the approval of the Superintendent.

(j) Employees shall not be entitled to accrued vacation pay if any of the following applies:

1. If an employee separates himself from the Authority by reason of absence without leave.
2. If an employee fails to give at least five (5) working days notice in advance of termination date.
3. If a probationary employee leaves the employ of the Authority before completing his probationary period.

## ARTICLE XX

### HOLIDAYS

#### Section 48.

(a) The Authority grants eight (8) paid holidays each year; these holidays are listed as follows:

New Year's Day	January 1st
Memorial Day	last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day before Christmas	December 24th
Christmas Day	December 25th
Day before New Year's	December 31st

Employees with six (6) months or more service on July 1 of any fiscal year will be allowed their birthday off during the fiscal year. If their birthday falls on a paid holiday, Saturday or Sunday, they shall be scheduled off on the next work day.

The Authority will schedule the day before Christmas and the day before New Year's holidays so that employees on the first shift or employees on the second shift are off on one of the holidays on a rotational basis; third shift employees will work their regular shift which

finishes on the above holidays. In addition to any other eligibility rules in this Article, to be eligible for holiday pay for the day before Christmas or the day before New Year's, the employee must work if scheduled.

(b) When any of the above holidays fall on a Saturday or Sunday, the following Monday will be observed as a holiday, provided if consecutive holidays fall on Sunday and Monday, the Sunday holiday will be celebrated on the previous Friday.

(c) Regular or probationary employees who are required to work on any of the eight (8) paid holidays shall receive double the regular hourly rate for hours worked, in addition to holiday pay. For purposes of this paragraph, the holiday shall be considered the day of observance only.

(d) To be eligible for holiday pay, an employee must work the last scheduled work day before and the next scheduled work day after the day of observance of the holiday, unless he has an excused absence, or is on vacation leave. Employees will also be paid for holidays in instances where the immediate supervisor has authorized personal time off.

(e) Seasonal, temporary or part-time employees are not eligible to receive holiday pay.

ARTICLE XXI

SICK LEAVE

Section 49.

(a) Any seniority employee who has been continuously on the active payroll of the Authority for ninety (90) days and is unable to work because of bona fide personal illness or injury or death of any member of his immediate family, shall be entitled to sick leave with pay in accordance with the provisions herein set forth.

(b) Employees upon the completion of their probationary period shall commence accruing eight (8) hours of sick leave credit for each month of service, subject to a maximum accumulation of total sick leave of nine hundred sixty (960) hours (one hundred twenty (120) days). A month of service shall constitute ten (10) days actually worked in any one calendar month. Vacation leave and paid holidays shall be considered days worked for purposes herein.

Any employee who, on each July 1 occurring during the term of this Agreement, has accumulated unused sick leave credits of at least four hundred eighty (480) hours (sixty (60) days), shall receive payment for all unused sick leave credits earned during the immediately prior fiscal year (July 1 - June 30) in excess of six (6) days; if an employee has six or less unused sick leave credits for such fiscal year, these unused credits shall be added to the employee's sick leave accumulation subject to the maximum accumulation of nine hundred sixty (960) hours (one hundred twenty (120) days).

Any employee who, on each July 1 occurring during the term of this Agreement, has accumulated unused sick leave credits of at least nine hundred sixty (960) hours (one hundred twenty (120) days) shall be entitled to receive payment for all unused sick leave credits earned

during the immediately preceding fiscal year (July 1 - June 30) in excess of nine hundred sixty (960) hours (one hundred twenty (120) days).

The payments provided in this subsection shall be made between July 15 and July 30 following the end of such fiscal year and shall be at the base hourly rate, exclusive of all differentials, premiums, and longevity adjustments, in effect as of the last day of such fiscal year.

(c) Effective starting on date of execution of this Agreement, on normal retirement or death, the Authority will pay fifty (50%) percent of the sick leave bank standing in the employee's name on date of retirement, to a maximum of sixty (60) days, at the employee's base hourly rate at date of retirement or death, exclusive of all differentials, premiums, and longevity adjustments.

(d) An employee eligible for sick leave benefits may draw upon his accumulated sick leave credits if he is absent during his scheduled work hours because of:

1. His bona fide personal illness or injury; or
2. The serious illness or injury of a member of his immediate family; namely, spouse, child, father, mother, sister, brother, father-in-law, or mother-in-law.

(e) Absences to take or accompany members of the immediate family for medical treatment can be covered by sick leave credits only when it is clearly shown that there was no other practical means available by which the member of the employee's immediate family could get the needed medical attention, and provided also, the required medical treatment could not have been administered at any time other than during scheduled work time, or the member of the immediate family was so acutely ill that immediate medical attention was imperative, leaving no time for alternate arrangements.

- (1) Absences to make alternate arrangements for the care of a sick member of the immediate family when such family member is so ill that the services of an attendant are required may be approved for sick leave credits up to a maximum of eight (8) hours for such occasion, when it is clearly shown to the satisfaction of the Authority that the services of the employee are required to make such alternate arrangements.
- (2) Sick leave credits will be allowed in surgical cases or critical illnesses when the employee's presence is required by the attending physician to a maximum of three (3) days.
- (3) A maximum of eight (8) hours of sick leave credits will be allowed for childbirth cases. These eight (8) hours shall include the time the employee spends taking his wife to the hospital, awaiting the birth and taking his wife and baby home.
- (4) The death a member of his immediate family as defined in Section (d)(2) above, plus grandparents, provided that the employee's presence is required away from work and that this use of sick leave credits shall not exceed three (3) days (four (4) days for out-of-state funerals) and shall not extend past the day of the funeral. In the case of the death of the employee's spouse, child, father or mother, such leave, up to three (3) days, shall not be chargeable against his sick leave.

Should a death of a member of his immediate family occur while an employee is on a scheduled vacation, he shall be eligible to receive these benefits provided that he notifies the Authority prior to the date of the funeral and he attends the funeral.

(f) Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self employed or employed by other than the Authority. Proper disciplinary action will be taken by the Authority in any case where it finds abuse or falsification, including the cancellation of accumulated sick leave benefits.

(g) In the event of resignation or discharge for cause, all accumulated or unused sick leave shall be canceled and not paid.

Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty at least one (1) hour prior to the starting time of his particular shift on the first day of his absence, and periodically thereafter, if not hospitalized, or sick leave pay will not be allowed.

If the employee so elects, after all accrued sick leave is used, vacation leave may be used and payment made therefor to the extent of vacation leave accrued to which employee is entitled as of such date.

(h) An examination certificate from the Authority-employed physician or other reputable physician may be required as evidence of illness before sick leave pay for the illness period is allowed in any case where the absence exceeds two (2) working days or where abuse of sick leave has been established. The Authority reserves the right to request such examination of employee, at his residence, in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with the physician's report.

(i) When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed his seniority retention period, as set forth in Section 25. If, at the end of that time, employee is still unable to return to work, his employment shall be terminated. Employee shall be eligible for re-employment, provided he has completely recovered, and has a doctor's statement to that effect subject to Authority physical examination and approval, and provided further, that a position is available in accordance with his seniority.

(j) In addition to the leave days herein granted, the Authority agrees to grant three (3) personal leave days during each contract year to employees with six (6) months or more service

on July 1 of any fiscal year. The personal leave days must be scheduled in advance without the requirement of premium pay for another employee.

## ARTICLE XXII

### DUTY DISABILITY LEAVE

#### Section 50.

(a) A “duty disability leave” shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the Authority covered by Michigan Worker’s Compensation Act.

(b) In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his immediate supervisor and take such first-aid treatment as may be recommended, or waive such first aid, in writing.

(c) Employees on duty disability leave shall not accrue sick leave.

(d) Seniority or probationary employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the Authority shall receive duty disability pay as follows:

1. First seven (7) calendar days Authority will pay the employee his regular pay (exclusive of shift differential or work premium) for the working days falling within the first week of disability. Employee’s sick leave will not be charged for this time; time shall be charged to “duty disability leave”, which is limited to the working days in the first seven (7) calendar days only.
2. After seven (7) calendar days, payment shall be governed by the regulations of Worker’s Compensation Act; in such cases the following shall apply:
  - a. If employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the Worker’s



Compensation check and his normal bi-weekly payroll check (exclusive of shift differential and other work premium) to the extent of his accrued sick leave only.

3. After fourteen (14) days continuous absence Worker's Compensation will reimburse the employee at the standard Worker's Compensation rate for the first week's absence previously paid by the authority. Employee shall immediately reimburse the Authority upon receipt of such payment.

(e) Any seasonal, temporary or part-time employee who sustains an illness or injury arising out of, and in the course of his employment shall receive only such benefits as he may be entitled to under the provisions of the Worker's Compensation Act. Benefits provided for in this section apply only to seniority and probationary employees.

### ARTICLE XXIII

#### MILITARY LEAVE

Section 51. Employees belonging to the National Guard, Service Reserves or other such units, are permitted to take leave of absence without pay during the annual training period. This leave not to exceed two (2) weeks per fiscal year, unless required by proper governmental authority.

Vacation privileges are not affected by such leaves; however, an individual who receives military training leave will automatically be considered last when the schedule for vacation leave is determined.

## ARTICLE XXIV

### LEAVE WITHOUT PAY

#### Section 52.

(a) Seniority employees may be granted leaves of absence without pay up to thirty (30) days, for justifiable reasons. All requests for leaves shall be in writing. Extensions may be granted, in writing, where proper justification is shown. Seniority shall accumulate during approved leaves.

(b) a leave of absence may be requested for any legitimate purpose, and should be requested well in advance.

(c) Employees granted a leave of absence for a period over two (2) weeks shall not accrue vacation or sick leave or receive any compensation for holidays during the leave.

(d) Employee shall be reinstated in his former position upon expiration of leave. Should employee fail to report within three (3) days after a leave of absence expires, such failure may be cause for dismissal.

## ARTICLE XXV

### JURY DUTY

Section 53. When any seniority employee is required to serve on a jury or as a subpoenaed witness, he will be excused from his regular duties on the days he is required to and does appear in court, except that on such days the employee will be required to work all scheduled hours during which his attendance in court is not necessary. The Authority will pay such employee for time actually lost from his scheduled work hours (exclusive of shift differential and other work premium) less his jury or witness fees received for such days.

## ARTICLE XXVI

### SUSPENSION OF LEAVES

Section 54. The leaves provided for in this Agreement may be temporarily suspended during any period of emergency declared by the Authority.

## ARTICLE XXVII

### IN-SERVICE TRAINING

Section 55.

(a) The Authority may authorize in-service training programs with pay, for employees to take schooling in the interests of the Authority. In such cases, employee shall be required to return to the Authority employ for a specified time after completing said schooling.

(b) An employee may be authorized to attend outside training courses. In such cases, the Authority shall reimburse the employee for tuition and necessary supplies upon satisfactory completion of the course or training specified. The employee shall be expected to arrange to attend such courses on his own time without additional compensation from the Authority.

## ARTICLE XVIII

### SHIFT DIFFERENTIAL PAY

Section 56.

(a) In addition to the straight time classification rate, a shift differential for work performed will be paid. The starting time of the shift shall govern the differential as follows:

1. a shift differential of \$0.15 per hour will be paid for all work performed by employees required to start after 10:59 A.M. and prior to 7:59 P.M.;
2. a shift differential of \$0.20 per hour will be paid for all work performed by employees required to start after 7:59 P.M. and prior to 5:00 A.M.

(b) No shift, or other premium or pay differential will be paid upon hours allowed for paid absences, vacation, sick leave or standby service periods. No overtime premium or other premium shall be paid on the shift differentials.

## ARTICLE XXIX

### LUNCH HOUR AND BREAKS

#### Section 57.

(a) All employees on continuous 24-hour operations and employees working at the Authority's compost facility shall receive a twenty (20) minute paid lunch period, except on those days where no other employee is available to be assigned as relief, in which case the employee shall time his lunch to coincide with periods where actual work performance is not required. All employees not on continuous 24-hour operations shall receive a one-half hour unpaid lunch.

(b) The present practice with respect to coffee breaks shall be continued.

## ARTICLE XXX

### EQUIPMENT, ACCIDENTS AND REPORTS

#### Section 58.

(a) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

(b) Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in

violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

(c) Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

(d) It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

(e) The Employer shall consider the personal safety of employees in establishing operational procedures.

(f) The Authority and Union agree to the implementation of a drug testing program which is attached to the collective bargaining agreement as Exhibit C.

#### ARTICLE XXXI

#### BULLETIN BOARD

Section 59. The Authority agrees to furnish a bulletin board for the use of the Union. The bulletin board is to be used only for notices of Union meetings, Union elections and results, and social functions in connection with the Local Union. Any other notices the Union desires to

post must be approved by the Authority prior to being posted. The Union shall designate a person who shall be responsible for all notices posted on the Board.

## ARTICLE XXXII

### SAFETY AND SANITARY CONDITIONS AND UNIFORMS

#### Section 60.

(a) The Authority agrees to maintain sanitary, safe and healthful working conditions, and to evaluate the need for protective clothing or devices brought to its attention. The Authority further agrees to provide safe and sanitary water at the Avon landfill site.

(b) The Authority will maintain adequate and suitable first aid facilities.

(c) Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them hereunder and will comply with the safety, sanitary or fire regulations issued by the Authority.

(d) There shall be a Safety Committee consisting of three (3) Union employees, selected by the Union, and two (2) Management employees. The Safety Committee shall hold meetings as needed, but not more frequently than one (1) meeting within any thirty (30) day period; the meeting provided for under this section shall be initiated by the party who desires the meeting by presenting to the other party a written request for the meeting and an agenda of the safety items to be discussed. Meetings are to be held within (10) days after the written request and a record shall be kept of the matters discussed at such meetings.

(e) The Authority shall furnish each seniority employee up to six (6) uniforms in the fall of each year. The Authority's expense for each seniority employee's uniforms shall not exceed \$200 annually. Employees shall be responsible for maintaining and cleaning the uniforms.

### ARTICLE XXXIII

#### GROUP LIFE INSURANCE

##### Section 61.

(a) The Authority shall continue the existing combination program of paid-up insurance purchased by the employee through payroll deductions and insurance purchased by the Authority. However, the combined value of these policies shall be \$14,000.

All covered employees shall contribute \$3.90 per month. All paid-up insurance shall be fully vested in the employee paying for same.

(b) An employee separating from the Authority has the option:

1. Cash surrender value of his paid up insurance.
2. Paid-up insurance certificate (minimum \$100.00).

(c) If an employee retires under the Michigan Municipal Employees' Retirement System, he shall have the following options:

1. Cash surrender value of his policy.
2. Paid-up insurance certificate (minimum \$100.00)
3. Retain the policy in force by paying the full premium to the insurance company.

ARTICLE XXXIV

HOSPITALIZATION INSURANCE

Section 62.

(a) The Authority shall contract for a hospitalization insurance group plan with Blue Cross and provide eligible employees with the "Community Blue" PPO Program, including the ~~Value Rx~~ prescription drug plan (\$5.00 generic/\$10.00 brand name co-pay). The Authority is authorized to change insurance carriers during the term of this Agreement provided comparable or better coverage is provided to members and retirees from the bargaining unit.

(b) Regular or probationary employees shall become eligible to participate in the hospitalization insurance program after thirty (30) days employment with the Authority.

(c) The Authority shall pay the full cost of the insurance premium for the employee, spouse, and eligible dependents, under age nineteen (19).

(d) The Authority shall pay the premium for providing the Co-Op Optical Plan B for each employee and his dependents.

(e) Effective July 1, 1998, the Authority shall credit to an employee who has one (1) year or more of seniority as of such July 1, \$450 (effective July 1, 1999 and July 1, 2000, \$500), which can be drawn on by the employee to reimburse him for legitimate dental costs for himself and dependents up to the age of nineteen (19) who are dependents for health insurance purposes under this contract. There shall be no duplication of other payments from this fund. An employee may accumulate up to \$1,500.00 to his credit. Upon termination of employment for any reason, the employee shall forfeit the balance in his dental account.



An employee may utilize an amount accumulated in his self insured dental fund to pay the difference between the amount paid under the Co-Op Optical Plan provided in Section 62(e) above and the actual cost for providing optical services or glasses, or, to pay for such services or glasses if the Co-Op is unable to provide optical services or glasses.

The fund provided in this subsection will continue to be administered in accordance with the July 1, 1983 memorandum furnished to the Union.

(f) During the term of the contract, employees retiring after July 1, 1992 who have attained the age of fifty-five (55) with at least twenty-five (25) years of service shall be eligible for health care insurance, as provided to current employees.

At age 65, the insurance coverage provided for in the sub-paragraph (g) shall be converted respectively to Blue Cross Blue Shield, and the Authority shall pay one hundred (100%) percent of the premium for such supplement for the employee with at least twenty-five (25) years of service and his spouse, provided said retiree notifies the Employer of his eligibility for said conversion. Failure to notify the Employer shall remove any further obligation upon the Authority to provide hospitalization insurance for said retiree. Any employee hired after ratification (May 8, 1996) shall be eligible to participate in the Employer's existing group health insurance plan upon retirement but the cost of said participation shall be borne entirely by the retiree.

(g) The above provisions in Section 62(f) are applicable only to the employee and the person who has his or her spouse at the time of retirement.

(h) The insurance coverage for the employee's spouse set forth in Section 62(f) terminates on the death of the retiree, or the divorce of the retiree and his spouse, whichever shall

first occur.

(i) An employee who retires at any age with less than twenty-five (25) years of service shall be allowed to continue, at his own cost, hospitalization coverage with the Employer which shall be converted to Medicare Supplement coverage at age 65. The retiree must pay such premium to the Authority in advance of the premium's due date.

#### ARTICLE XXXV

#### RETIREMENT

#### Section 63.

The Michigan Municipal Employees' Retirement System pension program in effect on July 1, 1989 shall be continued without change, except that, effective July 1, 1997, the pension program shall be changed to the C-2 Program with a B-1 base.

#### ARTICLE XXXVI

#### PAY PLAN

#### Section 64.

(a) The pay plan for Authority employees consists of a minimum and maximum for each classification.

(b) Advancement to the maximum of a classification is based on service and ability. Increases are not automatic but are granted only on the recommendation of the employee's immediate supervisor with the approval of the Manager. In the event of dispute that an employee has not been properly considered, he may file a grievance stating the reasons why he feels aggrieved, which shall be processed through the grievance procedure.

(c) Method of Payment. All employees will be paid, by check, every two (2) weeks (bi-weekly).

Checks will be distributed by the Finance Director or the immediate supervisor, not later than every other Thursday. Each employee will be paid for the time worked through the preceding Saturday.

(d) Payroll Deductions. Certain payroll deductions are compulsory on all pay checks (i.e., income tax, social security and insurance). Effective as soon as possible after ratification (May 8, 1996), the Authority shall deduct City of Detroit taxes for Detroit residents.

(e) Pay Advances. Checks may be issued in advance only with the approval of the immediate supervisor and Manager. Payroll advances preceding vacation leave may be approved by the immediate supervisor.

#### ARTICLE XXXVII

#### WAGE SCHEDULE

Section 65. The classification restructuring for all personnel on roll as of April 29, 1992 will be classified as set forth in Exhibit "A" with the accompanying rate of pay as of July 1, 1992.

#### ARTICLE XXXVIII

#### LONGEVITY PAY

Section 66. All employees on the payroll as of the date of execution of this Agreement covered by this Agreement shall receive longevity adjustments for service to the Authority as follows:

(a) Employees with five (5) years' service shall be paid a longevity adjustment of two (2%) percent paid on their base hourly rate.

(b) Employees with ten (10) years' service shall be paid a longevity adjustment of four (4%) percent paid on their base hourly rate.

(c) Employees with fifteen (15) years' service shall be paid a longevity adjustment of six (6%) percent paid on their base hourly rate.

(d) Employees with twenty (20) years' service shall be paid a longevity adjustment of eight (8%) percent paid on their base hourly rate.

(e) Longevity adjustments shall be accrued from the start of the first pay period after the employee achieves his fifth, tenth, fifteenth and twentieth anniversary dates. Payment of accrued amounts shall be made by separate check, on or before December 15 of each year, for hours worked through November 30 of such year.

(f) Longevity adjustments shall be factored to the nearest full cent.

(g) The longevity adjustment shall be paid on the employee's base hourly rate only, for hours worked on and after December 1 to December 1, which shall constitute the "longevity year", and shall not be paid on shift differential, holiday work premium, Sunday work premium or any overtime premium, and in no event shall longevity be paid on any hours exceeding forty (40) hours per week.

(h) Longevity pay shall not be received by employees hired after May 8, 1996.

ARTICLE XXXIX

INCLEMENT WEATHER GEAR

Section 67. The Authority shall provide a complete rain suit, consisting of cap, coat, jacket and boots for the use of each outside employee covered by this Agreement. This gear is strictly for use by employees in their work, and the Authority may prescribe reasonable rules to ensure proper use and care thereof.

ARTICLE XL

SALVAGE

Section 68. All salvage is the property of the Authority and no employee will remove salvage items from the refuse without written permission from the Manager.

ARTICLE XLI

EFFECTIVE DATES

Section 69. This Agreement shall become effective upon execution; except that all wage improvements agreed to herein, over the rates, currently in existence, shall become effective as of July 1, 1998, except as otherwise specified.

ARTICLE XLII

SEPARABILITY AND SAVINGS

Section 70.

(a) In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

(b) In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

#### ARTICLE XLIII

#### UNEMPLOYMENT COMPENSATION

Section 71. The Authority shall become a reimbursing employer under the provision of Section 13i (1) of the Michigan Employment Security Act [M.C.L. 421.13i (1)], effective January 1, 1975.

#### ARTICLE XLIV

#### TERMS

Section 72. This Agreement shall become of full force and effect on July 1, 1998, and shall continue in full force and effect until midnight, June 30, 2001 and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty (60) days' written notice, by registered mail, before the end of the term of this Agreement, or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 16<sup>th</sup> day of December, 1998.

FOR THE UNION:

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 214

James Marshall 11-6-98  
David J. Power 11-28-98

FOR THE AUTHORITY:

SOUTHEASTERN OAKLAND COUNTY  
RESOURCE RECOVERY AUTHORITY

Robert F. Allen  
Michael L. McReynolds

EXHIBIT A

WAGE SCHEDULE AGREEMENT  
 BETWEEN  
 SOUTHEASTERN OAKLAND COUNTY RESOURCE RECOVERY AUTHORITY  
 AND  
 TEAMSTERS LOCAL 214, AFFILIATED WITH THE  
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
 WAREHOUSEMEN AND HELPERS OF AMERICA

	2.0% Effective <u>7/1/98</u>	2.5% <sup>(c)</sup> Effective <u>7/1/99</u>	2.5% <sup>(c)</sup> Effective <u>7/1/00</u>
Heavy Equipment Operator (a)	14.69	\$15.06	\$15.44
Utility Operator	\$14.40	\$14.76	\$15.13
Utility Recycler	\$10.08	\$ 10.33	\$10.59
Recycler	\$ 8.42	\$ 8.63	\$ 8.85
Sorter	\$ 5.46	\$ 5.60	\$ 5.74

(a) Qualification for Heavy Equipment Operator includes ability to operate a preponderance of the various types of heavy equipment of the Authority.

(b) Effective upon execution of this Agreement, the Authority agrees that the duties of performing the household hazardous waste assignment and scale operator shall be reclassified to the Recycler class.

(c) If hospitalization premium costs (family coverage) increase fifteen percent (15%) or more in either year two or year three of this collective bargaining agreement, percentage wage increases shall be reduced for that year from 2.5% to 2.0% and the hourly rates recalculated accordingly.



EXHIBIT B

LETTER AGREEMENT

Southeastern Oakland County Resource Recovery Authority and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 214, hereby agree that the Authority has the authority to establish job descriptions for each of the positions covered by this labor agreement, but further agree that the phrase "performs other duties as directed by the foreman" shall be deleted from such descriptions whenever it appears, and be replaced by the phrase "perform such other related duties as required by the Supervisor."

FOR THE UNION:

FOR THE AUTHORITY:

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WARE-  
HOUSEMEN AND HELPERS OF  
AMERICA, LOCAL 214

SOUTHEASTERN OAKLAND COUNTY  
RESOURCE RECOVERY AUTHORITY

*James M. Kelly 12-7-98* *Allen F. Allen*  
*David J. Dowe 12-3-98* *Michael P. McReynolds*

## EXHIBIT C

# **SOUTHEASTERN OAKLAND COUNTY RESOURCE RECOVERY AUTHORITY DRUG TESTING POLICY**

### I. Purpose

To promote and establish a safe working environment for all employees, contractors, subcontractors, and others on or near our work sites.

### II. Testing

Drug tests will be administered:

- When an employee shows signs of impairment on the job.
- After an accident or occurrence that results in an "injury on the job" as defined by the Occupational Safety and Health Administration.
- After any vehicular accident when it appears that the employee might reasonably have avoided the accident or minimized the consequences, but did not do so.

### III. Employees Who Refuse Testing

Employees who refuse to submit to a drug test will be terminated.

### IV. Employees Who Test Positive

First-time offenders who test positive shall be suspended for at least one calendar month (four work weeks) without pay. During that time, the affected employee is expected to examine his continued working relationship with the Southeastern Oakland County Resource Recovery Authority ("SOCRRA") and seek appropriate rehabilitative assistance. Some, but not all, of the medical expenses for any rehabilitation required will be covered by our group insurance policy.

At the end of the required suspension and before the employee is eligible to return to work he or she must be retested with negative results. Failure to test negative at this point will result in termination.

Employees who test positive for the first time and complete their period of suspension, rehabilitation (if required), and subsequent negative testing, shall be offered an opportunity to return to work. These employees will be subject to unscheduled retesting during the two calendar years following their return to work. After the successful completion of this two-year probation period, the basic provisions of the employee testing program will apply.

Second-time offenders and/or those subject to unscheduled retesting who test positive will be discharged and terminated from the payroll.

V. Summary

SOCRRA is determined to eliminate the use of illegal drugs and controlled substances at our work sites. Our purpose is to improve job safety on all projects. This program is designed solely for the benefit of our employees, to provide reasonable safety on the job, and protection from offending individuals. Additionally, this program meets our responsibility to the public, whom we serve.

**CONSENT AND WAIVER FOR LABORATORY TESTING**

I hereby authorize and give full permission to have the Southeastern Oakland County Resource Recovery Authority's contracted medical provider, their staff, and their associates send a specimen of my blood and urine to a laboratory for screening tests for the presence of substances including but not limited to narcotics, marijuana, drugs, and amphetamines. I authorize these results, good or bad, to be given to Southeastern Oakland County Resource Recovery Authority ("SOCRRA").

I will hold all parties concerned harmless and waive any legal rights for any alleged harm to me or for interfering with my ability to be hired or retain my job as a result of nonsubmission to the tests or the test reports. This includes possible clerical or laboratory error.

This was explained to me clearly, in words I understood. Any questions I had about the test were answered.

I understand this is a legally binding agreement, on the basis of which SOCRRA is sending me for the examination and paying the cost.

\_\_\_\_\_  
Date                      Employee                      Date                      Witness