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4/1/2002

LABOR AGREEMENT

BETWEEN

BOARD OF COUNTY ROAD COMMISSIONERS
KALAMAZOO COUNTY

AND

TEAMSTERS STATE
COUNTY AND MUNICIPAL WORKERS
LOCAL 214

Kalamazoo County Road Commission

Signed on: April 14, 1999

Effective at signing through: March 31, 2002

INDEX

	<u>Page</u>
Agreement	1
Article I - Recognition	1
Section 1: Unit Description	1
Section 2: Non-Discrimination	2
Section 3: Employer Rights	2
Section 4: Union Representation	2
Section 5: Union Activities	3
Section 6: Wage Deductions	3
Section 7: Agency Shop	3
Section 8: Special Conferences	4
Article II - Grievance Procedure	5
Section 1: Grievance Defined	5
Section 2: Verbal Step	5
Section 3: First Step	6
Section 4: Second Step	6
Section 5: Third Step	7
Section 6: Mediation/Arbitration	7
Section 7: Arbitrators Rules and Restrictions	8
Section 8: Time Limits	9
Section 9: Bargaining Unit Grievance	9
Section 10: Grievance Meeting	10
Section 11: Grievance Committee	10
Section 12: Working Day Defined	10
Article III - Discharge Cases	10
Section 1: Discharge/Discipline	10
Section 2: Reinstatement	11
Article IV - Strikes and Lockouts	12
Section 1: Strikes, Union	12
Section 2: Strikes, Employees	12
Section 3: Picket Lines	13
Article V - Seniority	13
Section 1: Seniority Defined	13
Section 2: Training Period	14
Section 3: Seniority List	14
Section 4: Seniority and Employment Termination	14
Section 5: Layoff	15
Section 6: Recall	15
Section 7: Pre-Qualifications for Promotion and Transfer	16
Section 8: Equipment Pre-Qualification and Promotion	17
Section 9: Transfer/Supervision	20
Section 10: Superseniority	22

Article VI - Leaves of Absence	22
Section 1: Personal	22
Section 2: Disability	23
Section 3: Military	24
Section 4: National Guard	24
Section 5: Union Business	24
Section 6: Union Appointment	25
Section 7: Jury Duty	25
Section 8: Family Medical Leave	26
Article VII - Sick Leave and Disability Insurance	26
Section 1: Accumulation and Payoff	26
Section 2: Qualification	26
Section 3: Eligibility	27
Section 4: Payments	28
Section 5: Sickness and Disability Insurance	28
Article VIII - Funeral Leave	28
Section 1: Purpose	28
Section 2: Use	29
Section 3: Qualifications	29
Article IX - Longevity Pay	29
Section 1: Eligibility	29
Section 2: Payment	29
Section 3: Qualifications	30
Section 4: Restrictions	30
Article X - Hours of Work	31
Section 1: Day/Week Defined	31
Section 2: Week/Shift Defined	31
Section 3: Rest Breaks	31
Section 4: Overtime	33
Section 5: Overtime Paid	34
Article XI - Wages	34
Section 1: Appendix A	34
Section 2: New Classification	34
Section 3: Major Change in Operating Procedure	35
Section 4: Fair Day's Work	35
Section 5: Minimum Hiring Rate	35
Section 6: Reporting Pay	36
Section 7: Call-In Pay	36
Section 8: Retirement	37
Article XII - Insurance	37
Section 1: Health Insurance	37
Section 2: Life Insurance	38
Section 3: Dental Insurance	38
Section 4: Insurance Qualification	38
Article XIII - Holidays	39
Section 1: Defined	39
Section 2: Qualification for Pay	39
Section 3: Rate of Pay	39

Article XIV - Vacations	40
Section 1: Amount	40
Section 2: Pay	41
Section 3: Accumulation	41
Section 4: Use	41
Section 5: Scheduling	42
Section 6: Limitation	42
Section 7: Termination	42
Article XV - Tuition Reimbursement	42
Section 1: Tuition Reimbursement	42
Article XVI - General	43
Section 1: Rules/Standards	43
Section 2: License - Driving Requirements	44
Section 3: Bulletin Board	45
Section 4: Supervisors Working	45
Section 5: Subcontracting	46
Section 6: Physical Exams	46
Section 7: Reporting Injuries	47
Section 8: Savings Clause	48
Section 9: Past Practice	48
Section 10: Residency	49
Article XVII - Duration of Agreement	49
Appendix A - Job Classifications and Rates of Pay	50
Appendix B - Rules of Conduct	55
Appendix C - Drug and Alcohol Policy	59

AGREEMENT

THIS AGREEMENT entered into this 14th day of APRIL, 1999,
by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF KALAMAZOO
COUNTY, hereinafter referred to as the Employer, and LOCAL UNION
214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter
referred to as the Union.

WITNESSETH:

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

ARTICLE I - RECOGNITION

Section 1: Unit Description. Pursuant to and in accordance
with the applicable provisions of Act 379 of the Public Acts of
1965, the Employer recognizes the Union as the sole and exclusive
collective bargaining agent for all of its garage, sign shop, and
road employees, excluding dispatchers, office clerical employees,

engineering and technical employees, weekend telephone operators, watchperson, stock clerks, part-time employees, seasonal employees, guards, executives and supervisors.

Section 2: Non-Discrimination. The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, sex, height, weight, employable handicap, age, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of the employee's membership or non-membership in the Union. Any complaint alleging a violation of this provision must be filed with the appropriate governmental unit within the statutory time limits provided in the Michigan Civil Rights Act or Public Employment Relations Act, whichever is applicable.

Section 3: Employer Rights. The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, discipline for just cause or supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

Section 4: Union Representation. The Employer recognizes the Union's right to appoint or elect two (2) stewards whose duties shall be to represent the employees within their jurisdiction in the Grievance Procedure as hereinafter provided. Before the Employer will recognize said stewards, their names must be submitted in writing to the Managing-Director.

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

Section 6: Wage Deductions. During the term of this Agreement, the Employer will deduct from an employee's pay, the first pay period of each month, the monthly Union dues and initiation fees as designated by the Secretary-Treasurer of the Union and shall promptly remit any and all amounts so deducted to the Finance Officer of the Local Union. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, actual expenses, and other forms of liability that may arise out of or by reason of action taken by the Employer in compliance with the provisions of this Article. Deductions may be terminated by the employee giving ninety (90) days written notice to the Employer and the Union or upon termination of employment. The Employer may also deduct from an employee's pay for the replacement cost of any materials, supplies and/or equipment that are personal issue items such as, but not limited to, hard hats, goggles, ear protection, hand tools, etc. that are lost, damaged, destroyed or stolen by or through the negligence of the employee, which shall not preclude any disciplinary action that might be taken against the employee.

Section 7: Agency Shop. Employees who, as of the date of execution of this Agreement, have completed their training period

shall, as of the thirty first (31st) day from the date of execution of this Agreement, as a condition of continued employment, either become members of the Union or cause to be paid to the Union a representation fee designated by the Union annually, in writing and in compliance with the law. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, upon completion of their training period or thirty one (31) days from the date of hire, rehire or transfer into the bargaining unit, whichever is latter, become members of the Union or cause to be paid to the Union a representation fee as referred to above, as a condition of continued employment.

It is agreed that as a condition of employment, all employees covered by the terms of this Agreement shall pay such fees and dues which are necessary to support the Union's representational activities, such as collective bargaining and administration of the Labor Contract. This section does not require any employee to pay any fees or dues which are related to political action or other non-representational activities of the Union and does not require any employee to join or become a member of the Union. Under this Agreement and by law employees are required only to pay the fees and dues outlined above as a condition of employment.

Section 8: Special Conferences. Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer within ten (10) regular scheduled working days after request of either party, subject to the following conditions:

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

ARTICLE II - GRIEVANCE PROCEDURE

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

Section 2: Verbal Step. An employee who believes he/she has a grievance must submit their complaint orally to the employee's immediate supervisor within twenty four (24) hours (Saturdays, Sundays and holidays excluded) after the occurrence of the event upon which the grievance is based. The immediate supervisor shall give the aggrieved employee an answer within twenty four (24) hours (Saturdays, Sundays and holidays excluded) after the complaint has been received. In the event the complaint is not settled in this manner, the complaint shall be processed by the employee to the First Step of the Grievance Procedure.

* Section 3: FIRST STEP. An employee's grievance or those grievances submitted by the Union shall be submitted in writing on a form provided by the Union to the Department Head. All grievances shall state the facts upon which they are based and when they occurred, shall be signed by the employee who is filing the grievance and shall be submitted to the Department Head or a designated representative within four (4) working days after the occurrence or circumstances on which said grievance is based or the occurrence of the event upon which the grievance is based for those matters submitted by the Union. The Department Head or a designated representative shall give a written answer to the aggrieved employee or the Union within two (2) working days after receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

Section 4: SECOND STEP. If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and the Union steward shall notify the Managing-Director in writing within four (4) working days after receipt of the Department Head's First Step answer of the desire to appeal. If such written request is made, the Managing-Director and/or someone so designated shall meet with the grievant and local Union steward within five (5) working days after receipt of the request to consider the grievance. The Managing-Director shall give a written answer to the aggrieved employee and the Union steward

within five (5) working days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer. The Union steward is not precluded from requesting the presence of the Union business agent provided this does not delay the Step Two hearing.

Section 5: THIRD STEP. If the grievance has not been settled in the Second Step and if it is appealed to the Third Step, the steward shall notify the Managing-Director, in writing, within four (4) working days after receipt of his Second Step answer of the desire to appeal. If such written request is made, the Managing Director and/or his designee and representatives shall meet with the steward and Union business agent within five (5) working days after receipt of the request to consider the grievance. The Managing-Director shall give a written answer to the steward and Union business agent within five (5) working days after the date of this meeting. If the answer is mutually satisfactory, the grievant, steward and Union business agent, shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

Section 6: Mediation/Arbitration. If the grievance has not been settled in the Third Step, the parties may, only upon mutual agreement, submit the matter to mediation under the Act. If the parties do not agree to mediation, or after mediation, the Executive Board of Local 214 and/or its President shall have the

sole right to determine whether or not the grievance shall be submitted to arbitration. If the Executive Board of Local 214 and/or the President determines to submit such grievance to arbitration, such submission must be made within ten (10) working days after receipt of the Third Step answer and/or after the mediation session, if applicable. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its rules then obtaining within the time specified above and the Association's rules shall govern the arbitration hearing. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Managing-Director and to the American Arbitration Association, and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure.

Section 7: Arbitrators Rules and Restrictions. The Arbitration hearing shall be conducted in accordance with the following:

- (a) The Arbitrator may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent men in the conduct of their affairs.
- (b) The burden of proof shall be met in all cases based on a preponderance of the evidence.
- (c) The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement.

- (d) Nothing contained herein shall be construed to limit the authority of the Arbitrator to sustain, reverse or modify any alleged unjust discharge or suspension that may reach this stage of the grievance procedure.
- (e) The Arbitrator shall designate which party is successful in the decision since the expenses and fees of the Arbitrator and the American Arbitration Association shall be borne by the unsuccessful party. In the event of a modified disciplinary decision, the Arbitrator shall allocate cost in the decision comparative to each parties culpability. The Employer and Union shall each bear the cost, expenses and wages of their respective agents and witnesses to the arbitration proceeding.
- (f) Not more than one grievance or dispute may be submitted in any one arbitration proceeding, except by written mutual agreement of the parties.
- (g) The Arbitrator shall render the written decision within thirty (30) days unless extended by mutual written agreement of the parties, from the conclusion of the hearing or submission of post hearing briefs, whichever is later, which decision shall separately set forth specific findings of fact, conclusions and decision. A proper decision of the Arbitrator shall be final and binding on all the parties, if a timely appeal is not filed.
- (h) Either party may have the arbitration proceedings recorded by a court reporter or court recorder.

Section 8: Time Limits. Time limits at any step of the Grievance Procedure may be extended only by mutual written agreement. In the event the Management fails to reply to a grievance at any Step of the procedure within the specified time limit, the Union shall process the grievance to the next Step. In the event the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Management's last answer.

Section 9: Bargaining Unit Grievance. Grievances on behalf of an entire department or the entire Union body shall be filed by

the Chairperson of the Union's Grievance Committee and shall be processed starting with the Third Step of the Grievance Procedure no later than four (4) days of the date of the occurrence giving rise to the grievance.

Section 10: Grievance Meeting. Meetings of the joint Grievance Committees provided for in the Second Step of the Grievance Procedure shall start not later than 3:30 p.m. on the day for which they are scheduled. The Union committee members, not to exceed a total of two (2) in number, shall be paid their straight time hourly rate of pay for any time necessarily lost from their regularly scheduled work at the job site to attend such meetings, but not to exceed thirty (30) minutes prior to the start of such meeting.

Section 11: Grievance Committee. The Employer shall be promptly informed in writing as to the membership of the Union's Grievance Committee and any changes therein.

Section 12: Working Day Defined. Whenever the words are used in this Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

ARTICLE III - DISCHARGE CASES

Section 1: Discharge/Discipline. The Employer agrees that employees with seniority shall not be discharged without cause from and after the date of this Agreement, and the Union will be furnished with a copy of such notice, but that in all instances in

which the Employer may conclude that an employee's conduct may justify discharge or discipline, such employee shall first be suspended without pay. In all cases of suspension, the Employer shall allow the suspended employee the opportunity to discuss the suspension with the steward before being required to leave the property of the Employer. Such initial suspension shall be for not more than five (5) regularly scheduled working days. In the event the suspension is converted into a discharge, the decision of whether to discharge will be made within five (5) days after the initial suspension. During the period of initial suspension the employee may request a hearing in a meeting between the Union Grievance Committee, the Department Head and the Managing Director. After such hearing or if no such hearing is requested, the Managing Director shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should be given. In the event the employee contends the Employer brought an unfounded charge, it shall be a proper subject for the Grievance Procedure, provided a written grievance with respect thereto is presented to the Managing Director pursuant to the Third Step of the Grievance Procedure within two (2) working days after the Managing Director makes a decision as set forth above.

Section 2: Reinstatement. In the event it should be decided under the Grievance Procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee

and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge, less such compensation as the employee earned at other employment during such period and less any Workers' and Unemployment compensation received.

Employees without seniority may be laid off, disciplined, and/or discharged with or without cause and neither the employee laid off, disciplined, and/or discharged nor the Union shall have recourse to the Grievance Procedure over such layoff, discipline and/or discharge. The Union shall not represent employees without seniority with respect to any layoff, discipline and/or discharge.

ARTICLE IV - STRIKES AND LOCKOUTS

Section 1: Strikes, Union. The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, sympathy, unfair labor practice and/or economic strike. The employer agrees that during the same period there will be no lockouts.

Section 2: Strikes, Employees. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, sympathy, unfair labor practice and/or economic strike may be disciplined or discharged in the sole discretion of the Employer. However, it is understood and agreed that the

question as to whether an employee's or employees' activity was such as is proscribed by this Section may be a proper subject for the Grievance Procedure.

Section 3: Picket Lines. Employees will not be subject to disciplinary action for refusing to cross a picket line of a union of another employer, if such action endangers the personal safety of the employee. Whenever possible, bargaining unit members will be reassigned to alternate work locations in the event of a strike by the employees of another union.

ARTICLE V - SENIORITY

Section 1: Seniority Defined. Seniority shall be defined as an employee's length of continuous service with the Employer since the employee's last hiring date as a regular full-time employee. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular full-time employee per the instruction of the Employer since which the employee has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, including Workers' Disability Compensation leaves or for layoffs for lack of work, except as hereinafter provided. Any current employee who was hired pursuant to any grant or work program, state or federal, shall be considered a regular full-time employee as of their first day of work.

Section 2: Training Period. All new employees who are hired to become regular full-time employees shall be trainees until they have worked ninety (90) working days, thirty (30) days of which must be days when snow plowing is required. The purpose of the training period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes to perform the work for the Employer in all four (4) seasons of the year as a regular full-time employee. The employee may be laid off or terminated at the sole discretion of the Employer without reason or explanation during the training period. Upon the successful completion of the training period, the employee's name shall be added to the seniority list retroactive to the employee's, "last hiring date".

Section 3: Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their training period shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4: Seniority and Employment Termination. An employee's seniority and employment shall terminate:

- (a) If the employee quits, retires or is properly discharged.
- (b) If, following a layoff for lack of work, the employee fails or refuses to notify the Employer of the employee's intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to the employee's last address on record with the Employer or, having notified the Employer of employee's intent to work, fails to do so within ten (10) working days after such notice is sent.
- (c) If the employee is absent for three (3) working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence that is acceptable to the Employer.

It is understood that employees are expected to notify the Employer of their intended absence as soon as possible prior to the start of their shift from which they will be absent.

- (d) If the employee accepts employment elsewhere while on a leave of absence or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, the employee presents evidence satisfactory to the Employer that it was impossible for the employee to return to work at the expiration of such leave.
- (e) When the employee has been laid off for lack of work or funds for a continuous period of time in excess of twelve (12) consecutive months.
- (f) When an employee has been absent from work for twenty-four (24) consecutive months.

Section 5: Layoff. When it becomes necessary to reduce the size of the work force for any reason whatsoever, seasonal, part-time and employees without seniority, shall be laid off first, provided there are employees with seniority who are available and who can satisfactorily perform the work of the trainee employee without a break-in or training period. Thereafter the employees with the least seniority in the affected department shall be the ones laid off provided senior employees are then available who can

satisfactorily perform the work of the laid off employee without a break-in or training period. In the event there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff without break-in or training, then the junior employee shall be retained and the next least junior employee shall be laid off.

- (a) If the Employer determines it is necessary to eliminate a job classification or reduce the number of occupants in a job classification or in a job group, the trainee employee or employees in the job classification or job group shall be the ones removed therefrom. Thereafter, the least senior employees, employer-wide, shall be the ones laid off. Employees thus removed from the job classification must bump the employees with the least employer-wide seniority in a lower paying job group, seniority permitting, which work such replacing employee can then satisfactorily perform without break-in or training. Employees thus displaced from their job group shall be entitled to exercise the same right.
- (b) When it is necessary to layoff employees for an indefinite period due to the lack of work or funds, the Employer will endeavor to give the affected employees at least five (5) regularly scheduled working days advance notice of such layoff.
- (c) For the purpose of this Section 5 and Section 6 of this Article, an employee who had previously, permanently occupied a job in excess of ninety (90) regularly scheduled working days and had not been removed therefrom because of the employee's unsatisfactory performance thereof shall be assumed to be able to satisfactorily perform such job and shall be given a trial period of up to, but not to exceed, five (5) regularly scheduled working days to demonstrate that the employee can perform such job.

Section 6: Recall. When recalling employees to work following a layoff, the senior employee on layoff status who can satisfactorily perform the available work without break-in or training will be the first recalled to work. If there are no employees on layoff status who can satisfactorily perform available

work without break-in or training, and the available work is of such a nature that a normal employee should be able to perform such work with minimum break-in or training, the senior laid off employee in the bargaining unit who has the capability and qualifications to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given a minimal amount of break-in or training. If under this Section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work. If an employee is given minimum break-in and training as above provided and demonstrates that with such break-in and training the employee is unable to satisfactorily perform such work, the employee shall then be returned to layoff status and not again be eligible for recall to work until work is again available in a job which the employee can satisfactorily perform without a break-in or training period in accord with the employee's seniority.

Section 7: Pre-Qualifications for Promotion and Transfer.

The Employer recognizes the need for training employees on various types of equipment in Job Groups #1 and #2, except for mechanics. Opportunities for training by job group shall be posted on all bulletin boards from time to time as the need arises to allow interested employees to sign up. Employees who do not sign up will be considered as waiving their rights for training and subsequent upgrading until the next training period or for a period of six (6) months, whichever is greater. Employees who sign up will be offered training in accordance with their seniority, based on the

number of training positions designated by management at the time of each posting. Employees will be eligible for continued training so long as they continue to satisfactorily progress in their learning of the required job functions as determined by periodic evaluations performed by management.

Employees who satisfactorily complete the necessary training will be placed on a pre-qualified list for the classification job group for which they received the training. Employees who fail to satisfactorily complete the necessary training will be ineligible to sign up for training until all employees who have signed up for training have had their opportunity for training.

Promotions shall be made from among those employees on the applicable pre-qualified list in accordance with seniority. If pre-qualified employees are continuously assigned to the higher classification group, they shall be status changed to the higher classification, except when assigned to back fill behind an employee who is on authorized leave. Employees will be assigned in accordance with their classification. Pre-qualified employees will only be assigned to work in the higher classification in the absence of an employee classified to perform work, or if additional manpower is needed. All employees who successfully complete training will be placed on a pre-qualified list and their names and seniority shall be arranged accordingly and posted.

Employees while in training will be paid their regular group rate of pay.

- (a) By mutual agreement of the Employer and the Union, an employee who, because of age, disability or condition of

health, is no longer able to satisfactorily perform the job duties of the job classification the employee occupies may be assigned, irrespective of seniority, to an open job the employee is capable of satisfactorily performing, or may displace an employee with less seniority in a job classification said employee is capable of satisfactorily performing.

(b) It is understood and agreed that when an employee has been assigned outside the employee's regular job group or prequalified group and the assignment is scheduled to continue for more than one (1) day, the employee shall have the right to notify the Employer of a desire to work the second and subsequent days on some other job being performed by another employee of less seniority who is also working outside that employee's job group, provided (1) the senior employee notifies the Employer prior to the end of the work day of such desire, (2) the desired job is not being performed by the regularly assigned employee, (3) the senior employee has the present ability and other attributes to perform the job without break-in or training, and (4) the displaced employee has the present ability and other attributes to perform the work of the senior employee without break-in or training.

(c) A. To bump within group an employee must meet the criteria below:

1. A: an employee with less than ten years of service must have two times the years of service of the employee they are bumping.

EXAMPLE: an employee with five years of service can only bump an employee with two and a half years of service or less ETC., ETC., ETC.

B: an employee with ten years or more of service seniority prevails.

2. an employee must inform the scheduling superintendent, of the employee's intention of invoking the bumping clause within 30 minutes after start of shift, to become effective the following scheduled work day.

B. An employee working out of group, bumping an employee working within group, must meet the criteria below:

1. A: an employee with less than ten years of service must have two times the years of service of the employee they are bumping.

EXAMPLE: an employee with five years of service can only bump an employee with two and a half years of service or less.

B: an employee with ten years or more of service seniority prevails.

2. an employee must inform the scheduling superintendent, of the employee's intention of invoking the bumping clause within 30 minutes after start of shift, to become effective the following scheduled work day.

C. An employee working out of group, bumping an employee working out of group, the current contract language prevails.

THE BUMPING CLAUSE CANNOT BE INVOKED IF THE EQUIPMENT HAS BEEN ASSIGNED TO THE EMPLOYEE THROUGH THE PROMOTION OR AWARDS PROCESS, i.e., an employee cannot bump an employee off an assigned piece of equipment.

(d) Pre-qualified employees assigned to work in a higher classification will be paid the higher rate of pay immediately for all hours worked including premium hours.

Section 8: Equipment Pre-Qualification and Promotion. It is the plan of the Kalamazoo County Road Commission that all employees who want to receive equipment operator training shall receive such training within the parameters of the current labor contract, as long as such training does not conflict or interfere with daily work schedules. Such training will proceed by seniority, whenever possible.

When an opening becomes available for promotion to a particular job group, the Road Commission, in its endeavors to utilize the work force, will require that any and all promotions be as follows:

a. Employees promoted to a Job Group 1 classification will have the ability to competently operate two pieces of Job Group 1 equipment. The promoted employee's probationary time shall consist of two hundred (200) hours of

operation on the open piece of equipment. Formal feedback and evaluation shall take place after each 40-50 hours. Final promotion will be within the current contract language, provided the minimum operational evaluation hours have been satisfied. On the second Job Group 1 piece of equipment, the employee must be pre-qualified or take training to pre-qualify and pass, before final promotion becomes effective. (Does not apply to seasonal promotion).

- b. Employees promoted to a Job Group 2 classification position will have the ability to competently operate three pieces of Job Group 2 equipment. The promoted employee's probationary time shall consist of two hundred (200) hours of operation on the open piece of equipment. Formal feedback and evaluation shall take place after each 40-50 hours. Final promotion will be within the current contract language, provided the minimum operational evaluation hours have been satisfied. On the second and third Job Group 2 pieces of equipment, the employees must be pre-qualified or take training to pre-qualify and must pass before final promotion becomes effective. (Does not apply to seasonal promotion).
- c. Promoted employees shall be assigned to a particular piece of equipment on a regular basis, but from time to time, as needs and scheduling dictate, the employee may be asked to operate another piece of equipment within the job group on which the employee has been pre-qualified. Management will endeavor to keep employees assigned to a particular piece of equipment operating that equipment when it has been assigned out for work. If unable to do so, management will make a reasonable effort to inform the regularly assigned equipment operator of the temporary change and the estimated length of time of such change.
- d. A list will be posted as to the equipment each employee is pre-qualified on. The list will include the number of hours the employee has operated that piece of equipment on a yearly basis (for Groups 1 and 2 only, only when it is other than their regularly assigned piece of equipment). The list will be updated from time-to-time. Any employee who wishes to remain on the pre-qualified list must have operated that equipment at least 20 hours per year or go through the pre-qualification process again.

It is management's responsibility to offer employees who are pre-qualified on the equipment the opportunity to achieve the required twenty (20) hours per year to remain pre-qualified. It is the responsibility of the employee pre-qualified on

equipment to monitor the posting and make sure they receive their documented 20 operational hours annually to stay pre-qualified or to bring the matter to the attention of the department head.

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

Section 10: Superseniority. The elected chief steward and stewards, for the purpose of layoff for lack of work and recalls to work following such layoff only, for the term of their office, shall be considered as having more seniority than any other employee within their area of representation. They shall be the last to be laid off for lack of work from their area and the first to be recalled to work in their area following such layoff providing, they have the then present ability to satisfactorily perform available work in such area. This superseniority shall not apply until such time as such employees have exhausted their actual seniority.

ARTICLE VI - LEAVES OF ABSENCE

Section 1: Personal. An employee who has completed the training period may be granted a leave of absence for personal

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

Section 2: Disability. An employee who is unable to report for work because of medical disability shall be given a leave of absence without pay or benefits, but may be eligible for sickness and accident insurance and life insurance in accordance with the terms of the policies and said employee will be covered by health insurance for the first six (6) months after the start of the illness or accident and without loss of seniority for the duration of such disability, provided the employee promptly notifies the Employer of the necessity therefor and provided further that the employee supplies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The Employer may have the employee examined by a medical doctor, of its choice at its expense, at any time, as a condition of continued employment and the Employer may continue an employee on leave of absence for the duration of any limitation or restriction on the

employee. An employee has a right to be examined by a doctor of the employee's choice. If there is a conflict between the Employer's doctor and the employee's doctor, the two (2) doctors shall select a third doctor, whose decision shall be final and binding on both parties. The pay for the neutral doctor shall be borne equally by the Employer and the Local Union.

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

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

Section 5: Union Business. The Employer agrees to grant reasonable time off without loss of seniority and without pay to any employee designated by the Union to attend a labor convention provided thirty (30) days written notice is given to the Employer by the Union specifying the length of time off requested, (2) provided the length of time off does not exceed thirty (30) calendar days within the twelve (12) month period and three (3)

provided no more than two (2) employees shall be granted time off for such purpose at any one time.

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

Section 7: Jury Duty. A regular full-time employee who is lawfully summoned and reports for jury duty shall be paid for each day upon which the employee performs jury duty the difference between the daily jury duty fees and what the employee would have earned from employment with the Employer. The rate of pay will be based on the employee's normal straight-time hours at the employee's regular rate of pay for a maximum period of ten (10) regularly scheduled working days. In order to receive the payment above referred to, the employee must (1) give the Employer prior written notice of being summoned for jury duty; (2) furnish satisfactory evidence of reporting for and performing such jury duty on the days for which claims for pay for jury duty are made; (3) pay the Employer, by the pay period ending date, the amount due in jury duty fees (less mileage); and (4) each day promptly return to assigned work when released from jury duty unless not released in time to reasonably permit the employee to return two (2) or more hours before the end of the shift.

Section 8: Family and Medical Leave. The Family and Medical Leave Act, or any amendments thereto, and the Employer's Implementation Policies and Procedures as adopted by the Board from time-to-time are hereby incorporated by reference.

ARTICLE VII - SICK LEAVE AND DISABILITY INSURANCE

Section 1: Accumulation and Payoff. Effective upon each employee's anniversary date of employment, the Employer will annually pay off each employee's accumulated unused sick leave at the rate of fifty percent (50%) of the employee's then current straight time hourly rate, thereby reducing the employee's unused accumulated sick leave balance to zero. Thereafter, the Employer will credit the employee with twelve (12) days of sick leave to be used or, if not used, the employee will be paid for the unused accumulated sick leave as of the employee's anniversary date at the above referred to rate.

Section 2: Qualification. In order to qualify for sick leave payments, the employee must report to the Employer in accord with the current procedures not later than one (1) hour prior to the employee's normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible. In addition thereto, employees must notify the Employer not later than one (1) hour prior to the start of the shift the day of their intended date of return.

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

- (a) When an employee's absence from work is due to non-duty incurred illness or injury; provided such illness or injury was not attributable to the Employer: (1) intemperate use of alcoholic beverages, (2) illegal drugs, (3) abuse of any controlled substance and was not attributable to causes occurring or arising out of employment by someone other than the Employer.
- (b) When an employee's absence from work is necessitated because of illness or injury arising out of or in the course of employment by the Employer and which is compensable under the Michigan Workers' Compensation Act, shall be entitled to utilize their accumulated unused sick leave credits to make up the difference between the amount of daily benefits to which the employee is entitled under such Act and the amount of daily pay the employee would have received for the days on which such necessary absence occurred.
- (c) A medical doctor's statement must be presented to the Employer upon the employee's return to work in the event an employee has thirty-two (32) or more hours of unexcused sick leave in the preceding six (6) month period. "Unexcused" is defined as not documented by a proper medical doctor's statement. The medical doctor's statement must be signed by the doctor and must contain the necessity therefor and certify that the employee is physically/mentally able to return to and perform the job duties of the employee's position. A medical doctor's statement(s) must be presented for the six month period following the employee having accumulated thirty-two (32) or more hours of unexcused sick leave over a six (6) month period.

An employee may be required to produce a medical doctor's certificate if the Employer has reason to believe an employee is misusing paid sick leave, irrespective of the number of hours of sick leave used.

Should the employee take any medication which affects the employee's ability to perform the required job, the employee has an obligation to immediately notify the Employer. If an employee fails to present a medical doctor's statement, as required herein, said employee will not be paid for his/her absence. An abuse of sick

leave shall subject the employee to discipline up to and including discharge.

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

Section 5: Sickness and Disability Insurance. The Employer will provide temporary sickness and disability' income insurance commencing with the first day of accident, first day of injury and eighth calendar day after the start of said sickness, which insurance shall provide up to two thirds (2/3) of the employee's salary, but not to exceed two hundred seventy dollars (\$270.00) per week thereafter, until Medicare/Medicaid becomes effective, but not to exceed fifty two (52) weeks. Effective October 1, 1999, the maximum benefit will be increased up to \$280.00 per week. Effective October 1, 2000, the benefit will be increased up to a maximum of \$290.00 per week. Effective October 1, 2001, the maximum benefit will be increased up to \$300.00 per week.

ARTICLE VIII - FUNERAL LEAVE

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

would have been absent from work.

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

Section 2: Use. An employee requesting time off from work shall be granted a period of not to exceed one (1) working day for the purpose of attending the funeral of the employees brother-in-law, sister-in-law, aunts, uncles and grandparents of employee or present spouse.

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

ARTICLE IX - LONGEVITY PAY

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

Section 2: Payment. The longevity payment will be made in a lump sum on the first pay day in the month of December following an employee's establishment of eligibility therefore and shall be computed as a percentage of the eligible employee's gross earnings from the Employer upon completion of the employee's fifth (5th)

consecutive year of employment. The longevity allowance shall be based on the employee's gross earnings received during the calendar year, since which said employee has completed the fifth (5th) consecutive year of employment, including the first payroll check in December, and the payroll(s) which occurred during the previous year and were not included in the previous year's longevity allowance.

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

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

Section 3: Qualifications. For the purpose of this Article, continuous service shall be broken by (1) quit, (2) discharge or (3) retirement. Employees who are eligible to receive longevity pay who retire, become permanently disabled or die prior to qualifying for or receiving their longevity pay, they or their estates shall receive a prorated share of the longevity pay which they would have qualified for as of the date of retirement, death or permanent disability.

Section 4: Restrictions. Employees absent from work due to layoff, physical disability, authorized sick leave or leave of absence for a period of more than sixty (60) consecutive calendar days during a calendar year shall not be credited with nor continue to accumulate continuous service for any period thereafter until they have returned to work and are on active pay status.

ARTICLE X - HOURS OF WORK

Section 1: Day/Week Defined. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours.

Section 2: Week/Shift Defined. For the purpose of defining the payroll period under the terms of this Agreement, the week shall begin at 12:01 a.m. Thursday and the day shall be the calendar day. Any shift that starts work prior to midnight and continues until after midnight shall be considered as having been worked in its entirety on the day which the shift ended.

Section 3: Rest Breaks. Employees shall be entitled to a paid rest or break period of not to exceed ten (10) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and not to exceed ten (10) minutes duration at or near the midpoint of the second half of their eight (8) hour shift; and an unpaid lunch period, which normally will be at or near the midpoint of their eight (8) hour shift. It is recommended the employees bring their lunch with them at all times for their convenience. It is agreed the Employer is not obligated to allow employees to drive to a restaurant or store for lunch. It is understood and agreed that the timing of the lunch or any break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to eat lunch or take a break period until the urgent or critical aspect of the job then being performed has been completed.

In the event an employee works twelve (12) consecutive hours in any work day, the employee shall be entitled to an additional one half (1/2) hour paid break upon completion of the twelfth (12th) hour of work.

- (a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, except as above provided.
- (b) The normal day shift shall commence at 7:30 a.m. and end at 4:00 p.m. and the second shift shall normally commence at 4:00 p.m. and end at 12:30 a.m. and the third shift shall normally commence at 11:00 p.m. and end at 7:30 a.m., Kalamazoo County time. A deviation of up to one half (1/2) hour for employees in a given department or all employees of the Employer from the normal day shift due to seasonal weather conditions or emergency situations may be made from time to time as dictated by the situation. A notice of change in the starting time shall be posted on the bulletin board for seven (7) calendar days prior to its implementation.
- (c) Winter season shall have a normal night shift of 7:30 p.m. to 4:00 a.m. The Employer will give five (5) calendar days notice prior to implementing the winter season night shift. This notice shall be waived if weather conditions warrant. Once implemented the night shift will remain in place until the season ends.
- (d) Night Shift/Alternate Duties. It is agreed that whenever the normal work load of second and third shift personnel is reduced, due to weather or other conditions out of the Employer's control, they may be utilized to perform any work for which they are qualified, examples of which are set forth below:

- Change light bulbs
- Check safety items
- Cleaning of equipment
- Fuel equipment
- Change blades
- Check all fluid levels
- Sand blast and paint equipment
- Load route trucks
- Set-up temporary warning signs
- Cleaning of facilities
- Check signs for obstructions or reflections (visual)

Section 4: Overtime.

- (a) Regular Overtime is that overtime which is adjunct to an employee's regular starting or ending time. Regular overtime shall not be recorded nor shall it be subject to rotation or attempted equalization procedures. It is further understood and agreed the Employer shall have the right to require the employee performing the work on the regular shift to work overtime that precedes or is a continuation of that shift unless, because of a dire business necessity, it is imperative that the employee be excused therefrom.
- (b) Voluntary Overtime is that overtime for which employees sign a voluntary overtime list. In the event an employee is excused from working regular overtime, the Employer will then go to the voluntary overtime list which shall be established by seniority of those who volunteer. Employees on the voluntary list will be asked to work regular overtime on a strictly rotating basis starting with the most senior qualified employee through the least senior qualified employee. If an employee is asked and/or works said overtime a check mark will be placed next to the employee's name.
- (c) Emergency Overtime is that overtime which is of an emergency nature which does not precede and/or continue after an employee's shift. It shall also include Saturday and Sunday overtime regardless if it is scheduled or an emergency. Employees who wish to work "emergency" overtime shall sign the emergency overtime list. This list shall be kept by seniority and the Employer will attempt to equalize emergency overtime on the basis of hours worked. The employee on the list with the least number of hours worked, who is capable of satisfactorily performing the work, shall be called first continuing to the employee who has the most hours worked on the list. Any employee who turns down emergency overtime shall be charged double the amount of overtime hours worked by the person who actually worked it. In no event shall the Employer be obligated to pay any employee for time not worked due to inadvertent supervisory or clerical error.
- (d) It is understood and agreed that in the event an insufficient number of employees are willing to work whatever overtime the Employer needs at the time, the Employer shall have the right to require the least senior employee(s) who, in its judgment, are qualified to perform the work from the appropriate department.

- (e) Overtime work and personnel assignments therefore will be divided into the following three (3) departments:
1. Equipment Maintenance
 2. Road Maintenance
 3. Traffic - Sign Shop
- (f) A sign-up sheet for overtime shall be posted on the bulletin board the last week of September and remain posted for one (1) week. The overtime list shall then be posted on the board by October 1st of every year, and shall begin with zero hours. The Employer will post an updated overtime list weekly.

Section 5: Overtime Paid. Time and one-half (1 ½) an employee's regular straight time hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in any work week. In the event an employee is required to leave work before the end of the regular work day due to an emergency arising which requires the employee's presence, will be excused by management and the time lost from work that day will count as time worked for overtime purposes only, but the employee will not be paid for the time actually lost from work.

- (a) An employee required to work on the calendar day Sunday, shall be paid double the employee's regular straight time hourly rate of pay for the hours so worked.

ARTICLE XI - WAGES

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

Section 2. New Classification. If during the life of this Agreement a new job classification is created, the Employer shall establish the job duties and the rate ranges applicable thereto and shall promptly notify the Union of its decision and information pertaining to the job shall be furnished to the Union. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by

this Agreement, the Union shall have the right, within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classifications. If negotiations have not been initiated during said fifteen (15) calendar day period, the rate range so assigned shall become permanent.

Section 3: Major Change in Operating Procedure. When there is a major change in operating procedure which affects the bargaining unit, the Employer will notify the Union in advance of the change, which may be a proper subject for a special conference. This in no way will prohibit the Employer from implementing such change. If, in the opinion of the Union, such change(s) violates the Agreement, the Union shall have the right to process a grievance directly to Section 6 (Mediation/Arbitration) of the Grievance Procedure, provided it is so filed with a copy furnished to the Managing Director within ten (10) calendar days after the conclusion of the special conference.

Section 4: Fair Day's Work. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required as a condition of continued employment to render a fair day's work for the Employer.

Section 5: Minimum Hiring Rate. Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned.

Section 6: Reporting Pay. An employee who reports for work at the start of the regularly scheduled shift and is sent home because there is no work available for the employee shall receive four (4) hours of pay for so reporting at the employee's regular straight time hourly rate. If such an employee is put to work, the employee shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not apply when the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four (4) hour period refuses to perform the same or in the event the employee agrees to work other than his normal shift hours.

Section 7: Call-In Pay. An employee who is called in for and performs special or emergency duty shall be guaranteed three (3) hours of work or pay Monday through Friday, at the employee's applicable rate, or four (4) hours of pay, Saturday, Sunday or Holidays, at the employee's applicable rate. The employee shall be allowed to leave as soon as all known emergency work has been completed. This provision shall not apply to an employee who is offered three (3) or four (4) hours of work, whichever is applicable, and refuses to perform the same, nor shall this provision apply to employees who are called in for periods of less than three (3) or four (4) hours, whichever is applicable, prior to the start of a shift, but who continue to work a regular shift thereafter.

premium or fee over the above that which the Employer pays shall be deducted from the employee's pay and forwarded to the insurance or health care provider by the Employer.

Section 2: Life Insurance. For the life of this Agreement, the Employer agrees to furnish regular full-time employees who have completed their training period, twenty-two thousand dollars (\$22,000.00) of accidental death and dismemberment insurance. Effective April 1, 2000, the life insurance, for active employees only, will be increased to \$25,000.00. Retirees may subscribe for and pay the annual premium for two thousand dollars (\$2,000.00) of life insurance.

Section 3: Dental Insurance. The Employer agrees to contribute up to a maximum of \$9.35 per week, per employee, towards the purchase of dental insurance. Any premium costs over this amount shall be deducted from an employee's pay and forwarded to the insurance carrier. The Employer shall not be required to sign any contribution agreement which will, in any way, increase the Employer's contribution above \$9.35 per week, either during the life of this agreement or after its expiration. The Union will indemnify and hold the Employer harmless from any and all claims by the insurance carrier for sums over and above \$9.35 per week. Employees will schedule dental appointments outside regularly scheduled work hours except in case of emergency or give the employer one (1) week advance notice of the scheduled appointment.

Section 4: Insurance Qualification. It is understood and agreed participation in any of the referred to insurance plans

requires properly signed application forms by each employee and the effective dates of coverage will be in accordance with the terms of such policy.

ARTICLE XIII - HOLIDAYS

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

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

Section 3: Rate of Pay. One (1) day's pay as referred to in Section 1 above shall constitute eight (8) hours of pay at the

employee's regular straight time hourly rate at the time such holiday occurs.

- (a) An employee who is required to work on any of the above named holidays, will receive time and one-half (1 ½) the employee's regular straight time hourly earnings for the hours so worked, in addition to the regular holiday pay if qualified for the latter.

ARTICLE XIV - VACATIONS

Section 1: Amount. All regular full-time employees having completed one (1) or more years of continuous service with the Employer since their last hiring date shall receive vacations with pay in accordance with the following schedule:

- (a) Employees who, as of the anniversary date of their employment, have completed one (1) but less than eight (8) years of continuous service since their last hiring date shall be entitled to two (2) weeks of vacation with two (2) weeks of vacation pay.
- (b) Employees who, as of the anniversary date of their employment, have completed eight (8) but less than sixteen (16) years of continuous service since their last hiring date shall be entitled to three (3) weeks of vacation and three (3) weeks of vacation pay.
- (c) Employees who, as of the anniversary date of their employment, have completed sixteen (16) but less than twenty (20) years of continuous service since their last hiring date shall be entitled to three (3) weeks of vacation with pay, and in addition thereto shall be entitled to one (1) additional day of vacation with pay for the seventeenth (17th), eighteenth (18th) and nineteenth (19th) years of continuous service since their last hiring date.
- (d) Employees who, as of the anniversary date of their employment, have completed twenty (20) or more years of continuous service since their last hiring date shall be entitled to four (4) weeks of vacation with four (4) weeks of vacation pay.

Section 2: Pay. A week of vacation pay as provided for in Section 1 above shall equal forty (40) hours of pay at the

employee's regular hourly rate as of the employee's anniversary date of hire. For the purpose of Section 1(c) of this Article, one (1) day of vacation pay shall equal eight (8) hours of pay at the employee's regular hourly rate as of the employee's anniversary date.

Section 3: Accumulation. Employees shall not be allowed to accumulate vacation time off from year to year, nor shall they be allowed to combine one (1) year's vacation with another without the expressed written consent of the Employer.

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

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

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Section 6: Limitation. An employee will not be paid for vacation time off while drawing sick leave, unemployment, workers compensation and other benefits.

Section 7: Termination. If an employee who is otherwise eligible for vacation with pay quits or is discharged on or after the anniversary date upon which the employee qualifies for such vacation with pay without having received the same, such employee will receive, along with the employee's final paycheck, the vacation pay for which the employee qualified as of such anniversary date. An employee who quits or is discharged prior to the anniversary date upon which the employee would have qualified for a vacation with pay, will not be entitled to any portion of the vacation pay for which the employee would have qualified on such anniversary date. However, if an employee retires under the pension plan or dies prior to such anniversary date, the employee or in the latter case, the employee's designated beneficiary, shall receive a prorated share (as of the date of retirement or death) of the vacation pay for which the employee would have qualified as of the following anniversary date.

ARTICLE XV - TUITION REIMBURSEMENT

Section 1: Tuition Reimbursement. All regular full-time employees shall be eligible to receive a reimbursement for tuition for courses taken which are in accordance with the following guidelines:

- a. This policy will apply to courses which are determined by the Managing-Director to be related and acceptable for

the occupation in which the employee is currently working or for which the employee would need for advancement.

- b. The reimbursement will be for 100% of actual tuition. The reimbursement payment will not include the cost of books, supplies, special fees or expenses.
- c. Employees are expected to attend the course on their own time without pay. If a conflict arises, any reasonable request to alter work hours will be given consideration by the employee's department head and the Managing-Director.

An application in writing must be submitted to the employee's department head and the Managing Director before the course starts. Employees will be notified of acceptance or rejection of their application and be given a copy of such approved or rejected application for their record. Reimbursement will be made on the basis of fifty percent (50%) of tuition upon satisfactory completion of the course and fifty percent (50%) six (6) months later. The employee shall provide proof of satisfactory completion of the course and proof of payment. These documents must be submitted within thirty (30) days after the end of the course.

ARTICLE XVI - GENERAL

Section 1: Rules/Standards. The Rules regarding the conduct of employees established by the Employer prior to date of the execution of this Agreement are attached hereto as Appendix B. The Drug and Alcohol Policy is attached hereto as Appendix C and by this reference incorporated herein. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations.

It is understood and agreed it shall be a condition of continued employment that an employee must meet any and all standards, regulations or license requirements of the State of Michigan. Any complaint relative to the reasonableness of any rules established after the date hereof or the discriminatory application thereof may be considered as a grievance and subject to the Grievance Procedure contained in this Agreement.

Section 2: License - Driving Requirements. It is understood and agreed that it shall be a condition of continued employment that all employees must meet at all times and comply with any and all standards, regulations and/or license requirements of State and Federal governments and must at all times possess a valid group "A" or "B" commercial drivers license with applicable endorsements as their job requires, except laborers or other group four classified employees.

- a. The Employer agrees to provide for physical examination as required by State or Federal law/regulations, conducted by the Employer's doctor of each employee at no cost to the employee. Physical examinations will include testing for any physical condition which may adversely affect an employees ability to satisfactorily perform the job including, the presence of alcohol, illegal drugs, and/or controlled substances. Physical examinations will be scheduled during off duty hours or at the employee's choice, utilizing accrued paid sick leave.
- b. Each bargaining unit employee, excluding laborers, shall be required to obtain and maintain a group "A" or "B" commercial drivers license (CDL) at their own expense as their job requires.
- c. The Employer agrees to pay for any endorsements it requires of any employee.

- d. Any driver who accumulates six (6) or more points must attend state approved driving classes at the driver's own expense and time.
- e. Any employee with a CDL must notify the Managing Director of every traffic conviction (except parking) within thirty (30) calendar days of said conviction. Failure on the part of the employee to notify the Managing Director of said traffic conviction shall be justifiable grounds for disciplinary action. Employees who have their CDL suspended shall be allowed to exercise their seniority to bump to an open non-driving position at the applicable rate thereof or be allowed to take a voluntary leave of absence for up to one (1) year without pay, benefits, and accumulation of seniority. If a position becomes open within one (1) calendar year of the start of the employee's leave of absence as provided herein and the employee maintains a current address on record with the Employer, the employee shall have the ability to bid on that open position if the employee is qualified. If no open position exists for which the employee is qualified or the employee's CDL is not reinstated within the one (1) year leave of absence, the employee shall be deemed to have voluntarily resigned as of the start of said leave of absence.
- f. It is the employee's responsibility to maintain a valid license, including CDL and endorsements, and to report any changes in the status of their license to their supervisor as soon as possible, but not later than the next business day. Failure to report a change in license status will be cause for discipline up to and including discharge.

Section 3: Bulletin Board. The Employer will provide a bulletin board in the garage upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 4: Supervisors Working. So long as an employee is classified as a supervisor by the Employer, the supervisor will not be used to displace a regular employee covered by this Agreement. This provision shall not be construed to prevent supervisors from

performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not available or in case of emergencies. "Other employees are not available" shall be defined to mean that other qualified employees are not available to perform the work without disrupting other necessary work. It is understood and agreed that the purpose of this Section is not to displace regular employees on a permanent basis nor to regularly deny employees overtime or cause the layoff of regular employees; however, it is understood and agreed supervisors shall have the right to continue to perform bargaining unit work as was the past practice.

Section 5: Subcontracting. The Employer shall have the right to subcontract bargaining unit work whenever it believes it would be in the best interest of the Employer, provided it does not result in the direct layoff of the then working employees.

Section 6: Physical Exams. Physical examinations shall be required of all employees of the Employer, such examinations to be made by a physician chosen by the Employer. All present and future employees, except seasonal employees, shall receive regular physical examinations at such intervals as shall be determined by the Employer and when requested by the Employer prior to the employee's return from absences due to illness or injury. Such periodic examinations to be made by a physician chosen by the Employer and shall be at the expense of the Employer. Employees required to report for physical examinations shall be paid at the

usual scale for the time required. The Employer reserves the right to require employees, who are not physically fit to perform their duties in a satisfactory manner, to take a sick leave of absence until such time as they have exhausted their sickness and accident benefits, sick leave credits as provided for in Article VII, and then take a leave of absence without pay. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice, at the Employer's expense, reveals such physical unfitness. If the employee disagrees with such doctor's findings, the employee may obtain a physical examination from a medical doctor of the employee's choice and expense. Should there be a conflict in the findings of the two (2) doctors, then a third medical doctor mutually satisfactory to the Employer and the Union shall give the employee a physical examination. The fee charged by the third doctor shall be shared equally between the Employer and the Union and the third doctor's findings shall be binding on the employee, the Employer and the Union.

The Employer, at its cost, shall have the right to cause an employee to be examined and/or tested for being under the influence of alcohol, illegal drugs and/or a controlled substance. If the employee refuses, the employee will be subject to discipline up to and including discharge.

Section 7: Reporting Injuries. The responsibility for reporting all on-the-job injuries rests squarely with the employee. The employee must give supervision notice, in writing, stating the facts of what happened, where and when it happened and the names of

witnesses, if any, as soon as the employee is able after being injured. An employee suffering an injury arising out of and in the course of employment who is required to leave the job will be paid from the time of the injury to the end of the shift on the day of such injury. In the event such employee is required, on days subsequent to the initial injury, to report to the Employer's doctor's office for dressing or treatment of the injury sustained, the employee will notify the Employer who will endeavor to schedule the treatment during normal working hours which will least disrupt the Employer's work schedule. The employee will be paid the regular straight time hourly rate for such time as was necessarily lost for this purpose from the shift while reporting to the Employer's doctor.

Section 8: Savings Clause. If, during the life of this Agreement, any provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is rendered invalid, upon request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 9: Past Practice. It is understood and agreed that this Agreement replaces any and all practices, policies, and procedures relating to the wages, hours and working conditions of the bargaining unit employees and that any previous fringe benefits

or working conditions not incorporated herein by reference are hereby negated.

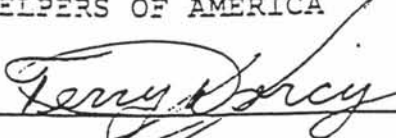
Section 10: Residency. The Employer expects that as a condition of employment and continued employment, that all employees reside within Kalamazoo County. While the Employer, in its sole discretion, may waive the residency requirement in the case of severe hardship, the grant or denial of any such waiver shall not be subject to the Grievance Procedure and shall not constitute a violation of this Agreement. Current employees not living within Kalamazoo County as of ninety (90) days from April 1, 1993 will be exempt from the residency requirement.


ARTICLE XVII - DURATION OF AGREEMENT


This Agreement shall become effective as of the 14th day of APRIL, 1999, and shall remain in full force and effect until 12:01 a.m. the 1st day of April, 2002, and from year to year thereafter unless either party serves upon the other a written notice of desire to amend or terminate this Agreement sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

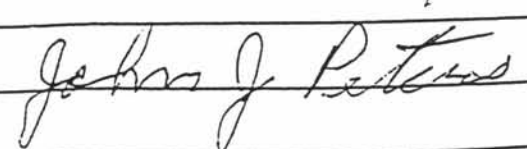
LOCAL NO. 214, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

BOARD OF COUNTY
ROAD COMMISSIONERS OF
KALAMAZOO COUNTY









APPENDIX A

JOB CLASSIFICATIONS AND RATES OF PAY

Section 1: The following job classifications and rates of pay are hereby established and shall become effective on the dates indicated. Within any pay range advancement shall be on the basis of twenty five cents (25¢) between steps and made on a quarterly basis.

	Effective at Signing ¹	Effective April 1, 2000 ²	Effective April 1, 2001 ²
	Min. Max.	Min. Max.	Min. Max.
<u>Job Group #1</u>	\$13.16-\$14.16	\$13.55-\$14.55	\$13.96-\$14.96
Motor Grader Hydraulic Excavator Ranger Equip. Mechanic #1 Tar Distributor (3,000 gals. or more) Backhoe/Loader (8000# and over)			
	Effective at Signing ¹	Effective April 1, 2000 ²	Effective April 1, 2001 ²
	Min. Max.	Min. Max.	Min. Max.
<u>Job Group #2</u>	\$12.71-\$13.71	\$13.09-\$14.09	\$13.49-\$14.49
Loader (8,000# & over) Chip Spreader Brush Cutter Sani-Vac Sign Shop Assistant/P Rollers - 2 Athey Loader Equip. Mechanic #2 Low Boy (hauling equip.) Tar Distributor Tow Paver Blade Run Operators Tar Tanker			

¹"At signing" means effective the first full payroll period after the Agreement is signed by the Board.

²Effective the first full payroll period after the indicated date.

Motor grader operators while plowing snow and utilizing a wing on the snow plow, shall receive one dollar (\$1.00) per hour in addition to their straight time hourly rate for each hour they are operating a grader so equipped and utilizing said wings.

	Effective at Signing ¹		Effective April 1, 2000 ²		Effective April 1, 2001 ²	
	Min.	Max.	Min.	Max.	Min.	Max.
<u>Job Group #3</u>	\$12.28	\$13.28	\$12.65	\$13.65	\$13.04	\$14.04
Heavy Trucks (incl. tandem-axle drive and/or all-wheel drive trucks)						
Chloride Distributor (truck)						
Gas Truck-Custodian						
Chip Spreader Assistant**						
Shoulderbermer						
Gradall Truck Driver						
Assistant Shop Mechanic						
Mechanic Helper						
Low Boy (hauling material)						
Loader (under 8,000#)						
Self-propelled Broom*						

- * An employee operating the self-propelled broom will receive Job Group #2 pay while operating the broom.
- ** The chip spreader assistant will receive Job Group #2 pay while operating the chip spreader.

	Effective at Signing ¹		Effective April 1, 2000 ²		Effective April 1, 2001 ²	
	Min.	Max.	Min.	Max.	Min.	Max.
<u>Job Group #4</u>	\$ 8.55	\$ 9.55	\$8.82	\$9.82	\$9.10	\$10.10
Apprentice Highway Worker						
Laborer						

¹"At signing" means effective the first full payroll period, after the Agreement is signed by the Board.

²Effective the first full payroll period after the indicated date.

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

- a. When an employee is awarded and is performing the job for which the maximum of the rate range is higher than the maximum of the job from which the employee was assigned or bumps, such employee shall for the first thirty (30) calendar days on such job continue to receive the rate (not to exceed the maximum of the rate range) or the minimum rate for the job classification into which the employee was assigned or bumped, whichever is the higher. At the end of the first thirty (30) days, the employee shall receive an increase of twenty cents (\$.20) per hour or fraction thereof until the employee reaches the maximum of the rate range for the bid job.
- b. When an employee is awarded a job in a classification for which the maximum of the rate range is less than the maximum of the job from which the employee was assigned or bumps, such employee shall continue to receive the rate the employee was previously receiving prior to the assignment or the range of the job to which the employee was assigned or bumped, whichever is least. If the maximum of the rate range of the job the employee thus enters is higher than the rate of pay the employee was receiving on the job the employee occupied prior to such assignment or bump, the employee shall be advanced to such maximum as prescribed in Subsection (a) above.

Section 3: Premium pay of twenty cents (\$.20) per hour will be paid to all night shift personnel. Effective October 1, 1999, the night shift premium will be thirty cents (\$.30) per hour.

Section 4: All Job Group I mechanics must be State or other recognized agency Certified General Automobile and Heavy-Duty Truck Mechanics and shall thereafter be paid an additional two dollars (\$2.00) per hour in addition to the above Mechanic's rates. As an incentive for any mechanic to become a Certified General Automobile and Heavy-Duty Truck Mechanic, the mechanic shall receive an

additional twenty five cents (\$.25) per hour upon being certified in any of the following four (4) areas: thirty five cents (\$.35) for any seven (7) areas; fifty cents (\$.50) for any ten (10) areas; sixty five cents (\$.65) for any twelve (12) areas; and two dollars (\$2.00) upon certification in all thirteen (13) areas.

AREAS

- | | |
|---|-------------------------------|
| 1. Engine Repair | 7. Heating & Air Conditioning |
| 2. Automatic Transmission | 8. Engine Tune-Up |
| 3. Manual Transmission and
Rear Axle | 9. Gasoline Engines |
| 4. Front End | 10. Diesel Engines |
| 5. Brakes | 11. Drive Train |
| 6. Electrical Systems | 12. Welding |
| | 13. Suspension & Steering |

Section 5: Equipment Mechanic 1 and 2 shall receive an annual tool allowance of three hundred dollars (\$300.00) and Mechanics will be furnished uniforms.

An employee of the bargaining unit must hold the position of Equipment Mechanic 1 or 2 on October 1 in order to be eligible for the tool allowance payment which is made the first full payroll period after October 1 of each year of the contract.

If an employee commences work as an Equipment Mechanic 1 or 2, after October 1, said employee shall receive a prorata share of the three hundred dollar (\$300.00) annual tool allowance. An employee must be employed in the position of an Equipment Mechanic 1 or 2 for a full month in order for that month to be eligible for a prorata distribution of the tool allowance. Payment of any prorata

share of the tool allowance will be made the first full payroll period after the employee starts work as Equipment Mechanic 1 or 2.

Example: Employee commences work as Equipment Mechanic 1 on July 15, 1993. This employee would be eligible for 2/12ths of three hundred dollars (\$300.00), payable the first full payroll period after the employee commences work in said classification and would be eligible for a three hundred dollar (\$300.00) payment the first full payroll period after October 1, 1993 presuming the employee was employed as an Equipment Mechanic 1 or 2 on October 1, 1993. The month of July, 1993, is not counted for determining eligibility for a prorata distribution.

Section 6: Employees who are assigned to the Chloride Distributor, Tar Distributor, Tow Paver, or Tar Kettle shall receive an annual shoe allowance of fifty dollars (\$50.00).

KALAMAZOO COUNTY ROAD COMMISSION

Revised Rules of Conduct

Effective As of October 1, 1990

APPENDIX B

RULES OF CONDUCT

Section 1: For violation of any of the following rules an employee shall be subject to disciplinary action up to and including discharge.

- a. Gross neglect of duty or refusal to comply with a Supervisor's instructions unless, such instructions are injurious to employee's safety or health.
- b. Insubordination.
- c. Immoral or indecent conduct.
- d. Intentional falsification of Employer's records.
- e. Knowingly marking the time card of another, having one's time card marked by another or unauthorized altering of a time card.
- f. Theft or intentional destruction of Employer's, a private party's, the public's or another employee's property or removal of Employer's property from Employer's premises, equipment or facilities without authorization of the Employer.
- g. Sleeping on the job.
- h. Drinking, use, control, or possession of any alcoholic beverage or controlled substance any time after reporting for work but before clocking out at the end of the shift or work period, and/or on Employer's premises, facilities, or equipment, public or private property, and/or reporting to work while under any influence of alcoholic beverages or a controlled substance without the written authorization of Management.

- i. Conviction of a felony or reckless driving while an employee of the Employer.
- j. Deliberate, negligent, or careless conduct endangering the safety of himself or others, including, but not limited to, the provoking, instigating or participation in a fight from the start of work until clocked out at the end of the shift or work period, or on/in the Employer's premises, facilities, or equipment; horseplay, etc.
- k. Failure to mount and dismount equipment in a proper manner, including but not limited to, slipping, falling and/or jumping on or off stationary or moving equipment; failure to use provided equipment in proper way at appropriate times, etc.
- l. Abusive, insolent, threatening, or coercive treatment of members of the public or a supervisor or another employee.
- m. Deliberate, negligent, or careless failure to properly report safety violations, defective materials or equipment to the designated management person.
- n. Conviction of any moving traffic violation for which an employee receives six (6) or more points during a twelve (12) month period, while driving Employer's vehicles.
- o. Absence from work for two (2) consecutive regularly scheduled working days without an excuse acceptable to the Employer.
- p. Obtaining a driving record which is the basis for an insurance carrier's recommendation to remove the employee from driving the Employer's equipment.
- q. Deliberately concealing defective work.
- r. Working for another employer or being self-employed without the express written consent of current Management.
- s. Sabotage..
- t. Permitting any person who is not an employee to enter upon/in the Employer's premises, facilities, equipment, or to enter or ride in Employer's or the employee's vehicle while it is being used for and on behalf of the Employer without the expressed authorization of Management.

- u. Failure to be available for emergency calls to duty or failure to respond to said call and/or work necessary overtime, including failure to have current address and a telephone number on file with the Employer where the employee may be reached in case of necessity.
- v. Serious violation of a safety or environmental rule or safety practice.
- w. Unauthorized use of Employer's equipment, premises, facilities.
- x. Possession and/or control of any device, object or substance which a reasonable prudent person would consider a weapon while in/on the Employer's premises, facilities, equipment or any time after reporting for work but before clocking out at the end of the shift or work period.
- y. Violation of the Employer's harassment or discrimination policies.
- z. ANY OFFENSE OF EQUAL MAGNITUDE TO THE ABOVE.

Section 2: For the commission of any of the following offenses, an employee shall receive a written warning notice. If an employee receives two (2) written warning notices, disciplinary notices and/or disciplinary action (including those contained in Section 1) for the same or different offenses within a period of twelve (12) consecutive months, upon commission of the third offense, such employee shall thereupon be subject to discharge.

- a. Late to work without an excuse acceptable to Management.
- b. Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job or job site any time after reporting for work but before clocking out at the end of the shift or work period without permission of supervision.
- c. Smoking in unauthorized areas.
- d. Minor violation of a safety or environmental rule, safety practice.

- e. Failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
- f. Creating or contributing to poor housekeeping in the buildings, equipment, on the Employer's premises, facilities, or public or private property anytime after reporting for work but before clocking out at the end of the shift or work period.
- g. Vending, soliciting or collecting contributions on the Employer's time, equipment, facilities or premises without written authorization from the Employer.
- h. Posting, removing or defacing any matter on the Employer's bulletin boards or property without authorization from the Employer.
- i. Failure to attend meetings called during working hours by the Employer without an excuse acceptable to the Employer.
- j. Carelessness, which necessitates the scrapping or repairing of Employer's equipment or property and/or that of a private party or the public.
- k. Failure to meet production or work assignment and/or quality standards or perform craftsman level work.
- l. Parking in unauthorized or restricted areas.
- m. Using a vehicle, piece of equipment or other property of the Employer for the benefit of one's self and/or any other person without the express consent of the Employer.
- n. Failure to notify the dispatcher or, in the dispatcher's absence, the appropriate Supervisor, whenever the employee is going to be absent from his vehicle for the purpose of taking lunch, rest or relief break or any other non-work absence including, but not limited to, accident, illness, etc.
- o. ANY OFFENSE OF EQUAL MAGNITUDE TO THE ABOVE.

APPENDIX C

DRUG AND ALCOHOL TESTING

The Omnibus Transportation Employee Testing Act of 1991, which requires Drug and Alcohol Testing for Commercial Drivers License (CDL) employees and the Drug Free Work Place Act of 1988, as amended, are hereby incorporated by reference into this Collective Bargaining Agreement. Employees shall comply with all of the terms and conditions of said Acts and the Employer's policies related thereto.

1. The Employer will be responsible for the costs incurred in conjunction with alcohol breath testing and reporting.
2. The Employer will be responsible for the costs incurred in conjunction with screening and confirmation testing of urine for drug analysis.
3. A tested employee making a request for a "split sample" shall be responsible for all costs associated with the testing of the "split sample".
4. An employee who is awaiting the results of a random test will not be excluded from regular work assignments, including overtime, because of such random test.
5. An employee who undergoes reasonable suspicion testing will be suspended without pay. Should the test prove negative, the Employer shall reimburse any lost pay.
6. An employee who undergoes reasonable suspicion testing may request a Union representative accompany him/her to the testing facility. Such right of representation

applies only if a Union representative is readily available. The Union representative shall not interfere with or otherwise direct the testing procedure.

7. Employees, while on the Employer's premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when management has a reasonable cause to believe that (1) the employee possesses a prohibited substance; or (2) the employee ingested a prohibited substance. The parties agree to comply with State and Federal law.
8. An employee who is required by the Substance Abuse Professional to undergo treatment that will cause the employee to be absent from work may use any or all leave credits he/she has accumulated as allowed by the Collective Bargaining Agreement.
9. Employees required by the Substance Abuse Professional to undergo treatment in a residential program will be granted leaves of absence as provided by the Collective Bargaining Agreement.
10. Violation of any of the provisions of this policy shall subject said violating employee to immediate discipline up to and including discharge.