

5/31/2000

6449

AGREEMENT

between

KENT COUNTY ROAD COMMISSION

and

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

Kent County Road Commission

Effective: June 1, 1997 - May 31, 2000

I N D E X

<u>Title</u>	<u>Section</u>	<u>Page</u>
Access	3.5	4
A.D.A. Waiver	13.21	23
Agency Shop	2.1	1
Alternate Stewards and Committeemen	3.4	3
Arbitration Hearings	5.9	6
Arbitration Request	5.6	6
Arbitrator's Powers	5.8	6
Bereavement Leave	8.6	12
Bond	13.13	20
Bulletin Board	13.2	17
Call-Back Pay	9.5(b)	15
Captions	13.20	23
Checkoff Dues and Initiation Fees	2.2	2
Classification Change	7.9	10
Classifications and Definitions	1.2	1
Classifications and Rates	12.1	16
Collective Bargaining Unit	1.1	1
Definition of Grievance	5.1	4
Dental Insurance	13.10	20

<u>Title</u>	<u>Section</u>	<u>Page</u>
Discipline	13.6	19
Driver's License Endorsement	13.17	21
Drug and Alcohol Testing	13.5	18
DURATION		23
Eligibility and Vacation Pay	11.1	16
Extra Contract Agreements	2.3	2
F.M.L.A.	8.8	13
GRIEVANCE AND ARBITRATION PROCEDURE		4
Grievance Form	5.5	6
Grievance Procedure	5.2	4
Group Insurance	13.9	19
Health and Safety	13.4	17
Holiday Eligibility	10.2	15
Holiday Pay	10.1	15
HOLIDAYS		15
HOURS OF WORK		13
Humanitarian Transfers	7.13	11
Indefinite Layoff	7.3	8
Jury Leave of Absence and Pay	8.5	12
LEAVES OF ABSENCE		11
Longevity	13.11	20

<u>Title</u>	<u>Section</u>	<u>Page</u>
Loss of Seniority	7.7	9
MANAGEMENT RIGHTS		4
Maternity Leave	8.3	12
Mileage	13.16	21
Military Leave	8.4	12
MISCELLANEOUS		17
Multi-Forum	5.10	7
New Classifications	12.2	17
No Discrimination	13.1	17
NO STRIKE-NO LOCKOUT		7
Non-Bargaining Unit Employees	7.8	9
Notification	3.3	3
Overtime	9.3	14
Pension Plan	13.12	20
Permanent Job Transfers	7.10	11
Personal Leave	8.2	11
Premium Pay	9.2	14
Probationary Period	7.1	7
Prohibition	6.1	7
Recall	7.4	8
Recall Procedure	7.5	8

<u>Title</u>	<u>Section</u>	<u>Page</u>
RECOGNITION		1
Requirement to Operate Road Commission Truck	13.19	22
Reporting	3.2	3
Reporting Pay	9.5(a)	14
Reporting and Call-Back Pay	9.5	14
REPRESENTATION		3
Rest and Lunch Periods	9.4	14
Revoked Driver's License	13.18	21
Rights	4.1	4
Road Commission Rules	13.3	17
Selection of Arbitrator	5.7	6
SENIORITY		7
Seniority Definition	7.2	7
Seniority List	7.6	9
Seniority Retention	8.1	11
Shift Premium	13.7	19
Sick Leave of Absence	8.7	12
Stewards and Bargaining Committee	3.1	3
Subcontracting	13.8	19
Temporary Job Transfers	7.11	11
Temporary Park Transfers	7.12	11

<u>Title</u>	<u>Section</u>	<u>Page</u>
Termination	14.1	23
Time Computation	5.4	6
Time Limitation	5.3	6
Tool Allowances	13.14	20
Uniforms	13.15	20
UNION SECURITY		1
Vacation Schedule	11.2	16
VACATIONS		16
WAGES		16
Waiver	13.22	23
Workweek-Workday, Definition	9.1	13

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1998, effective January 12, 1998, by and between KENT COUNTY ROAD COMMISSION, 1500 Scribner Avenue, N.W., Grand Rapids, Michigan, hereinafter referred to as the "Road Commission," and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA and its LOCAL NO. 214, together hereinafter referred to as the "Union."

RECOGNITION

Section 1.1. Collective Bargaining Unit. The Road Commission hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all of the employees employed at the Road Commission in the following described unit:

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

Section 1.2. Classifications and Definitions. An employee for purposes of this Agreement shall be a full-time employee as classified and listed in Appendix "A" of this Agreement. For purposes of this Agreement, a full-time employee shall be defined as one whose schedule of work usually consists of forty (40) hours or more per week on a continuous and not seasonal or temporary basis. The Road Commission reserves the right to employ temporary or seasonal employees (including the utilization of prisoners) who shall not be subject to the terms of this Agreement, provided that there are no bargaining unit employees on layoff (excluding State or Federal funded employees like E.E.A. or C.E.T.A.). A temporary or seasonal employee is one employed on a full or part-time basis for a limited period and not for a permanent duration.

UNION SECURITY

Section 2.1. Agency Shop. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall

commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 2.2. Checkoff Dues and Initiation Fees.

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

(b) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the second pay period of the month and will be deducted monthly thereafter on the second pay period of the month. Deduction of initiation fees will be made in two (2) equal amounts from wages payable the following two pay periods from the effective date of the authorization. Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed checkoff authorizations and whose dues have been deducted from their pay checks. Where an employee, who is on checkoff, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months.

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

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

Section 2.3. Extra Contract Agreements. The Road Commission agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, concerning wages, hours or working conditions which is contrary to the terms of this Agreement.

REPRESENTATION

Section 3.1. Stewards and Bargaining Committee.

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

Office and Clerical
Engineering and Safety Division
Parks Department
Mechanics Department, North Complex
Mechanics Department, South Complex
Mechanics Department, Main Complex
Main Garage
North Garage
South Garage

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

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

Section 3.2. Reporting. When it is necessary for a Union representative to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, such representative shall notify his foreman. He shall return to his job as promptly as possible and upon return, he shall immediately report to his foreman. If it is impossible for a Union representative to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made. Stewards shall have responsibility for their designated District Garage or group.

Section 3.3. Notification. The Road Commission shall be informed in writing of the names of the Union representatives, including its officers and alternates, before recognition shall be granted.

Section 3.4. Alternate Stewards and Committeemen. Alternate stewards or committeemen may be appointed by the Union to serve temporarily in place of the selected or elected Union representative due to the absence of such representative. Alternate stewards and committeemen shall have

the same rights and duties as a selected or elected steward or committeeman during the period of replacement. The Union shall notify the Road Commission in writing of any appointment of an alternate steward or committeeman before recognition is granted by the Road Commission.

Section 3.5. Access. Authorized representatives of the Union shall be permitted to visit the operation of the Road Commission during working hours to talk with stewards of the Local Union, and/or representatives of the Road Commission concerning matters covered by this Agreement, without interfering with the progress of the work force.

MANAGEMENT RIGHTS

Section 4.1. Rights. The management of the Road Commission, the determination of all matters of management policy; Road Commission department and district operation and location; the direction of the working force, including without limiting, the right to hire; discipline, suspend or discharge for just cause; promote, demote, transfer or lay off employees; or to reduce or increase the size of the working force; to establish rules and regulations; or to make judgments as to ability and skill; is within the sole prerogatives of the Road Commission, provided, however, that they will not be used in violation of any provisions of this Agreement. The Road Commission shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service; the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Road Commission shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance if necessary. It is understood that except as expressly limited in this Agreement, the Road Commission reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Road Commission's operations.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance. A grievance shall be a complaint by an employee or the Union during the term of this Agreement, or any extensions thereof, concerning the application and interpretation of this Agreement as written.

Section 5.2. Grievance Procedure. All grievances shall be handled in the following manner:

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

(b) Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance, signed by the employee, within forty-eight (48) hours of the Road Commission's answer in the verbal procedure. The grievance shall be submitted to the immediate supervisor involved, and the immediate supervisor and the steward shall discuss the grievance in an effort to settle the same. If the grievance is not satisfactorily resolved within three (3) working days, the immediate supervisor shall place his disposition thereon and return it to the steward.

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

Step 3. If the grievance is not settled satisfactorily in Step 2 of the written procedure, the Union may submit the grievance to the Managing Director within five (5) working days after receipt of the Road Commission's written disposition in Step 2. The Managing Director, the chief steward, the steward of the employee involved, and the Business Agent of the Union shall meet to discuss the grievance in an effort to settle the same. Either party may have additional non-employee representatives present if desired. The parties shall have ten (10) working days within which to meet to discuss the grievance. The Road Commission will schedule Third Step grievance meetings on days mutually convenient to the Road Commission and Union Representatives. Such meetings will be scheduled during the latter part of the afternoons, so that a reasonable amount of time is allowed for the meeting during the employee's regularly scheduled working hours. Meetings so scheduled and attended by the chief steward, and the steward of the employee involved, together with the employee involved, if necessary, will result in the Road Commission paying for the time lost by such employees from their regularly scheduled shift. The Road Commission agrees to follow this procedure but if, in the Road Commission's opinion, it becomes an unreasonable financial burden on the Road Commission because of the number of employees involved and the frequency of meetings, then, in that event, upon notice to the Union, this practice will be discontinued and further meetings at the Third Step level will be scheduled during non-working hours. If the grievance is not satisfactorily resolved, it may be processed in accordance with Section 5.6. The Road Commission agrees to mail a copy of its answer in Step 3 to the Business Agent of the Union and to furnish a copy to the chief steward.

Section 5.3. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the employee and Union, the grievance shall be considered settled. If the time procedure is not followed by the Road Commission, the grievance shall automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual written agreement.

Section 5.4. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in this grievance procedure.

Section 5.5. Grievance Form. The grievance forms shall be mutually agreed upon.

Section 5.6. Arbitration Request. The Union may request arbitration during the term of this Agreement of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within twenty (20) working days following receipt of the Road Commission's disposition in Step 3 of the grievance procedure. The grievance panel of the Local Union shall decide whether or not a case shall be submitted to arbitration.

Section 5.7. Selection of Arbitrator. Any grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and the expenses of the arbitrator shall be shared equally by the Road Commission and the Union.

Section 5.8. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all the powers, duties, rights and authority expressly or impliedly imposed upon or granted to the Road Commission by law or statute are inviolate; that this Agreement shall at all times be interpreted and construed so as to effectively protect and effectuate such powers, duties, rights and authority and the welfare, safety and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. The arbitrator shall have no authority to award interest. The arbitrator's decision shall be final and binding upon the Union, the Road Commission and employees, provided, however, that either party reserves its legal rights if the arbitrator has exceeded his authority or engaged in unlawful practices.

Section 5.9. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Road Commission or the Union, shall be excused from the hearing after the testimony is completed.

Section 5.10. Multi-Forum. As consideration for the appeal rights provided through the arbitration procedure herein, an employee or the Union, individually or jointly, hereby waive any right to have any claim that has been submitted to arbitration heard by any other agency, court or tribunal. Any claim against the Employer filed by an employee or the Union, either individually or jointly, with any agency, court or tribunal, shall not be presented to an arbitrator under the arbitration procedure provided herein.

NO STRIKE - NO LOCKOUT

Section 6.1. Prohibition.

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

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

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

SENIORITY

Section 7.1. Probationary Period. Employees shall acquire seniority after having been employed for a period of six (6) months, and twelve (12) months for Driver Apprentice, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off, disciplined or discharged by the Road Commission without regard and without recourse to this Agreement. A probationary employee who is absent more than seven (7) days during his probationary period shall have his probationary record extended equal to the number of days of his absence.

Section 7.2. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the Road Commission commencing from his last date of hire. The application of seniority shall be limited to the preferences recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. Seniority shall be on a County-wide basis.

Section 7.3. Indefinite Layoff. When employees are to be laid off due to a reduction in the work force, the following procedure will be applied:

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

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

(c) Notwithstanding any other provision to the contrary, any employee employed under a State or Federal funded program (for example, C.E.T.A.) shall be laid off upon termination or depletion of funds of the funded program. If permanent positions are created upon termination of the funds or programs, formerly funded employees who are qualified shall be given the permanent positions in order of seniority, and their length of service for seniority purposes shall include the period of their temporary employment with the Employer under the funded program.

(d) For informational purposes only, the Employer agrees to notify the Union if possible, ten (10) days in advance of the layoff listing those employees and classifications affected.

Section 7.4. Recall. Recall to work shall be accomplished in the following manner:

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

(b) An employee displaced from his regular classification under the seniority provisions of Section 7.3 of this Agreement shall have recall rights to his regular classification and must accept such recall when offered, provided, however, that an employee who advances himself through the job advancement procedure established in this Agreement while not in his regular classification may elect to remain on the bid job by notifying his foreman within two (2) working days after having been recalled to his regular classification. If such notice is given, the employee's recall rights and obligations to his regular classification are canceled.

Section 7.5. Recall Procedure. When employees who have seniority with the Road Commission are recalled to work from a layoff, the following procedures shall be followed:

(a) The Road Commission shall attempt to telephone the employee and then notify the employee by registered or certified mail, return receipt requested, sent to his last known address.

If the Road Commission could not contact the employee, a less senior employee may be called. If the senior employee reports to work within three (3) working days from the receipt of the notice, he shall not be paid for reporting, but he shall be placed on his regular job as soon as possible within twenty-four (24) hours.

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

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

Section 7.6. Seniority List. The parties have agreed upon a seniority list, and the Road Commission agrees to furnish the Union with a current seniority list from time to time upon reasonable notice.

Section 7.7. Loss of Seniority. An employee's seniority with the Road Commission shall terminate for the following reasons:

- (a) If he quits or retires.
- (b) If he is discharged for cause.
- (c) If he is absent from work for three (3) consecutive working days, unless otherwise excused.
- (d) If he fails to report for work within three (3) working days following notice of recall.
- (e) If he fails to return on the required date following a leave of absence or vacation, unless otherwise excused or in case of emergency.
- (f) If he is on layoff status consecutively for a period of twelve (12) months.
- (g) If he is on an unpaid medical leave of absence in excess of eighteen (18) months.

Section 7.8. Non-Bargaining Unit Employees. Employees who are employed in non-bargaining unit jobs on the effective date of this Agreement shall be credited with seniority equal to their length of continuous employment with the Road Commission but shall not accumulate additional seniority beyond the effective date of this Agreement. Employees who are hereafter promoted to non-bargaining unit jobs shall retain their seniority but shall not accumulate additional seniority

while employed in a non-bargaining unit job. The Road Commission shall, in its sole discretion, determine the wages, hours and conditions of employment, for non-bargaining unit employees, including whether such employee may be discharged or demoted into the bargaining unit. If a non-bargaining unit employee is placed into the bargaining unit, he shall be so placed in line with his seniority on a job which he is qualified and capable to perform.

Section 7.9. Classification Change

(a) All permanent new jobs and vacancies that occur and which are to be filled shall be posted on all district bulletin boards for a period of three (3) working days. For informational purposes only, the posting shall indicate the job location. Employees wishing to bid on such jobs shall write their names on the posting. The job shall be awarded within ten (10) working days after the posting period on the basis of seniority and qualifications to perform the required work. Where qualifications are equal, the job shall be awarded to the most senior employee. In considering the employee's qualifications to perform the required work, the Road Commission shall consider the employee's work record, training, experience, and ability. An employee awarded a higher rated classification shall receive his top rate, the starting rate of the new job, or the top rate of the new job, whichever results in a raise, but in no case will he receive a reduction in pay. An employee awarded a classification with an identical rate shall receive no rate change. An employee awarded a classification with a lower rate shall receive the top rate of the lower classification. Employees who have been reclassified shall not be reclassified again for a period of not less than twelve (12) months unless otherwise mutually agreed by the Road Commission and the Union. Temporary vacancies or new jobs shall not be posted but shall be filled by temporary transfer. A temporary vacancy or new job is one that is occasioned by operating of thirty (30) days or less, vacation, or leave of absence (excluding military leave). Employees now classified or transferred into the office clerical or engineering aid classifications shall be allowed to bid out of the classifications in accordance with this Agreement, but, in that event, they shall be precluded from bidding back into the office clerical or engineering classifications unless otherwise mutually agreed between the Employer and the Union. First consideration shall be given to those qualified applicants from the classification group where the posted position is located.

(b) If there is a dispute between the Road Commission and the Union concerning an employee's qualifications to perform the required work, the employee in question shall be given a trial period of five (5) days to determine whether he is qualified to perform the required work.

(c) The following classifications, because of the technical and specialized qualifications required together with limited supervisory responsibilities (leadperson), shall not be posted and subject to the bid procedure. While the Road Commission reserves the right to appoint or remove at its discretion employees filling these classifications, qualified applicants from within the bargaining unit will be considered if vacancies within these classifications are to be filled:

Foreman I
Turf Specialist Foreman
Carpenter Foreman

Senior Safety Aide
Senior Safety Aide - Highway

Section 7.10. Permanent Job Transfers. An employee who is permanently transferred from one department or District Garage to another or who is in a new department or District Garage as a result of a job advancement shall carry his County-wide seniority with him to the new classification, department or District Garage.

Section 7.11. Temporary Job Transfers. When additional manpower is needed on a temporary basis to assist production in another shift, department, classification or District Garage, the Road Commission reserves the right to make temporary transfers from where manpower is available. If the necessary volunteers are not obtained, then temporary transfers shall be made on the basis of inverse seniority from among those qualified employees available for such transfer. An employee who is temporarily transferred to work in a higher paid classification and who continually works in that classification more than sixteen (16) hours, shall receive his rate or the next higher rate of the classification to which he is assigned, whichever is higher, for all hours worked in the classification, provided, however, that this provision shall not apply to transfers within the Mechanic classification.

Section 7.12. Temporary Park Transfers. When a Park Manager is temporarily transferred to another park, the Employer will either furnish transportation or pay mileage between his home base park and the park to which he is temporarily assigned. This is not applicable if an employee is given a new home base park.

Section 7.13. Humanitarian Transfers. Upon mutual agreement of the Road Commission and the Union, an employee may be assigned disregarding seniority due to an employee's disability, age or condition of health. Such transfers shall occur before posting under Section 7.9.

LEAVES OF ABSENCE

Section 8.1. Seniority Retention. An employee shall retain his seniority while on an approved leave of absence, but vacation and paid sick leave credits shall not accrue during such absence.

Section 8.2. Personal Leave. The Road Commission, for good cause shown, may grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of leave of absence may be granted at the Road Commission's discretion, provided it is requested prior to the termination of the thirty (30) day period. Leave of absence shall not be given for the purpose of obtaining or working at other employment.

Section 8.3. Maternity Leave. Maternity disability shall be treated in the same manner as any other non-compensable disability. Employees who become pregnant must notify the Employer of the expected delivery date not later than the end of the fourth (4th) month of pregnancy. The beginning, length of time and ending of a maternity leave shall be related to the employee's physical ability to perform her work supported by a physician's certificate. If the Employer orders an employee to have a physical examination apart from her regular medical care, the Employer shall pay for such examination. Maternity leave shall be subject to the same duration limits as provided in Section 8.7 of this Agreement. Requests for leaves of absence other than for disability shall be considered a personal leave of absence.

Section 8.4. Military Leave. Any employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statutes and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.

Section 8.5. Jury Leave of Absence and Pay. An employee with seniority who is summoned and reports for jury duty on a shift he is otherwise scheduled to work shall be paid for each shift (up to a maximum of thirty (30) days) spent performing jury duty an amount equal to the difference between the employee's regular rate of pay for eight (8) hours exclusive of all premiums and the daily jury fee paid by the Court. In order to receive payment under this Section, an employee must give the Road Commission prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed for the shifts he claims such payment, and an employee who is summoned by the Court but does not serve as a juror must promptly report for work after being excused.

Section 8.6. Bereavement Leave. Upon request, an employee will be granted a leave of absence for three (3) consecutive days following the date of death of a member of the employee's immediate family, provided he attends the funeral. The three (3) consecutive days provided herein may be other than those following the date of death if unusual circumstances exist. Immediate family shall be defined as spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law and daughter-in-law. Bereavement leave taken shall be subtracted from the employee's accumulated sick leave as provided under Section 8.7 of this Agreement.

Section 8.7 Sick Leave of Absence.

(a) General. Sick leave shall be granted to employees with seniority upon application, subject to the Road Commission's right to require medical proof. An employee may be on sick leave for a period of not more than eighteen (18) months. The Road Commission may request, as a condition of continuance of any sick leave, proof of continuing disability. In situations where the employee's physical or mental condition raise a question as to the employee's capability to

perform his job, the Road Commission may require a medical examination, and if appropriate, require the employee to take a sick leave of absence.

(b) With Pay. Sick leave shall be with pay, subject to the conditions and qualifications established herein. Upon completion of the probationary period established in Section 7.1 of this Agreement, an employee shall be credited with six (6) paid sick days, and thereafter, paid sick days are earned at the rate of .0462 hours of paid sick leave for each straight-time hour worked. Employees utilizing more than six (6) days in any contract year when Section I of Form 311-A is required, will not receive sick leave pay unless the employee submits the Employer's Evidence of Illness contained in Section II of Form 311-A completed and signed. Sick leave pay shall be at the employee's straight time regular rate of pay exclusive of all premium pay. Paid sick leave days may be accumulated from year to year. Paid sick leave may be used for the first seven (7) days of non-paid compensable injury under Worker's Compensation. Paid sick leave is provided as a benefit and is not converted into money under any circumstances, provided, however, that upon retirement where the employee has twenty (20) years or more of seniority or has reached fifty-five (55) years of age, an employee shall be paid any accumulated paid sick leave at the rate of fifty percent (50%) of the accumulation and, further provided, that in the event of the death of an employee with twenty (20) years or more of seniority, the employee's estate or spouse shall be paid any accumulated paid sick leave at the rate of fifty percent (50%) of the accumulation. The maximum number of accumulated sick days paid upon death or retirement shall be not more than seventy-five (75) days.

Section 8.8 F.M.L.A. The Employer reserves the right to require employees to utilize accrued paid leave time when leave is requested under the Federal Family and Medical Leave Act.

HOURS OF WORK

Section 9.1. Workweek-Workday, Definition. A normal workweek shall commence at the employee's regular scheduled shift on Monday and end upon the completion of the fifth (5th) consecutive workday. The Union and Commission recognize that service in parks, road maintenance or equipment maintenance may necessitate a regular Saturday or Sunday operation, and in the event that this becomes necessary, the parties agree to first discuss the matter in an attempt to reach an agreement on its implementation. In the event that an agreement cannot be reached, the Commission may schedule the operations, and the Union may have the matter reviewed by arbitration. The parties agree that the workweek will not be changed arbitrarily for the purpose of avoiding overtime. A workday shall begin at the start of the employee's scheduled shift and end twenty-four (24) hours later. The Road Commission shall establish shift starting and quitting times and, within a reasonable time after the Road Commission determines to change the starting and quitting times of a regular shift for some or all employees, it shall give the Union advance notice of the change so that the Union may request to meet and confer with the Road Commission about the change, but in no event shall the shift change be delayed. The Union recognizes that due to the nature of the service performed, employees may be required to perform

work at times other than their regular scheduled shift. However, if an employee is called in to work before the start of his shift, he will be allowed to complete his regular shift unless the employee and the Employer otherwise mutually agree.

During the summer season, Park Department employees may be scheduled on a staggered five (5) consecutive day workweek commencing other than on a Monday as determined by the Employer but rotated among the Park Department employees. Those employees scheduled to work a Saturday or Sunday as part of their regular workweek shall be paid a premium pay of \$1.00 per hour in addition to their regular hourly rate of pay. The premium pay shall be paid for one shift on either Saturday or Sunday but not both days, nor will it be paid for overtime worked on these days.

Section 9.2. Premium Pay. Time and one-half (1-½) the employee's straight time regular rate of pay shall be paid for all work performed in excess of eight (8) hours (10 hours when on a 4-10 schedule) in one (1) workday and in excess of forty (40) hours in any one (1) workweek. Time and one-half (1-½) the employee's straight time regular rate of pay shall be paid for all work performed on Sunday or holidays recognized under this Agreement, except where an employee's workweek commences other than on Monday, and in such case, time and one-half (1-½) the employee's straight time regular rate of pay shall be paid for all work performed on the employee's seventh (7th) consecutive workday and holidays recognized under this Agreement. There shall be no pyramiding of premium pay.

Section 9.3. Overtime. Employees shall work reasonable amounts of overtime when requested by the Employer. All employees must be reasonably available to perform work of an emergency nature caused by circumstances such as wind, water, snow or rain. Overtime work on Sundays and recognized holidays which is scheduled in advance shall be scheduled for not less than four (4) hours. Call in or call back or scheduled overtime shall be given to the employee with the greatest seniority within the classification group at the particular district garage who has signed his name on the overtime roster. The Employer reserves the right to deny overtime work to the senior employee if the employee lacks the qualifications or is subjecting himself or others to an unsafe situation.

Section 9.4. Rest and Lunch Periods. The Road Commission agrees to continue its present practice of providing one (1) paid ten (10) minute coffee break. After an employee works ten (10) continuous hours, he shall receive an additional paid ten (10) minute coffee break. After an employee works twelve (12) continuous hours, he shall receive a non-paid thirty (30) minute lunch period. As a group, office employees shall have the option of taking either one-half (1/2) or one (1) hour lunch periods, subject to the Commission's schedules.

Section 9.5. Reporting Pay and Call-Back Pay.

(a) Reporting Pay. If an employee is not notified not to report for work on the next workday, he shall receive four (4) hours' pay for reporting at the employee's straight time regular

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

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

HOLIDAYS

Section 10.1. Holiday Pay. All employees shall receive eight (8) hours' pay at their straight time regular rate exclusive of all premium pay for each of the following recognized holidays, provided the employee is eligible under the rules established in this Agreement.

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	
Veterans' Day	Two (2) "floating holidays"

Holidays which fall on Sunday and are celebrated by the State on Monday shall be celebrated on Monday. Holidays which occur on Saturday shall be celebrated on the preceding Friday. The floating holiday may be taken upon advance notice to the employee's immediate supervisor and with that supervisor's approval.

Section 10.2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

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

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

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

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

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

(f) An employee who is otherwise eligible for holiday pay shall receive holiday pay for any holiday that occurs during the first thirty (30) days of an employee's absence due to sick leave, accident or injury. However, an employee shall not receive paid sick leave and holiday pay for the same day.

VACATIONS

Section 11.1. Eligibility and Vacation Pay. All employees with the required seniority shall earn annual vacation leave and pay, exclusive of all premium pay, in accordance with the following schedule:

<u>Seniority Required</u>	<u>Vacation Pay on 2080</u>	
	<u>Straight Time Hours Worked</u>	<u>Maximum Hours' Leave</u>
1 year	.0193	40
2 years	.0385	80
9 years	.0577	120
16 years	.0770	160
25 years	.0962	200

Section 11.2. Vacation Schedule. Employees may schedule time off for their vacation during the twelve (12) months following their anniversary date of hire upon proper notice as determined by Road Commission rules, provided that, in the opinion of the Road Commission, such time off does not unreasonably interfere with service and efficient operation. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Unused vacation pay and leave may be accumulated but not beyond the equivalent of two (2) combined years.

WAGES

Section 12.1. Classifications and Rates. Listed in Appendix "A" and incorporated herein are the straight-time regular rates of pay for the respective work classifications. Appendix "A" also sets

forth provisions for subsequent adjustments in rates of pay and additional economic benefits agreed upon by the parties.

Section 12.2. New Classifications. The Road Commission agrees to negotiate with the Union the rates of pay for any new or substantially modified classifications established by the Road Commission during the term of this Agreement. The Employer agrees to notify the Union of any new or substantially modified classification within the bargaining unit.

When the Union believes that an employee is regularly working the preponderance of his time out of his classification, the Union will notify the Commission of this fact in writing. Upon receipt of this notice, the parties will schedule a meeting for the purpose of resolving the issue. The issue may be resolved by (1) mutual agreement; (2) discontinuance of the practice of working the employee the preponderance of his time out of his classification; or (3) posting the job in accordance with Section 7.9.

MISCELLANEOUS

Section 13.1. No Discrimination. There shall be no discrimination against any employee or employees by either the Road Commission or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, sex, age, marital status or religion. Complaints under this Section may be discussed under the Grievance Procedure but shall not be subject to the Arbitration Procedure provided herein.

Section 13.2. Bulletin Board. The Road Commission shall provide space on its bulletin board upon which designated representatives of the Union may post official notices of Union activity. The Road Commission reserves the right to police the bulletin board so that no offensive material is posted thereon.

Section 13.3. Road Commission Rules. The Road Commission reserves the right to establish and publish from time to time reasonable rules and regulations which it shall deem proper to govern the conduct of its employees. A written copy of any such rules shall be given to the Union. The Union may file a grievance as to the reasonableness of such rules by submitting a grievance within twenty (20) calendar days after receipt of such rules unless such rules were established as the result of negotiations of the parties.

Section 13.4. Health and Safety. The Road Commission and the Union subscribe to the principle of good health and safety conditions. Where the Road Commission shall deem it necessary, it shall provide for protective devices and equipment, subject to such rules for the use, preservation and care of such equipment as the Road Commission shall provide. Employees shall report all defects in equipment on the approved form at the completion of their shift. All accidents shall be reported immediately, and an accident report on the approved form shall be completed by the employee involved before the commencement of his next shift.

Section 13.5. Drug and Alcohol Testing. The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on Employer premises (including parking lots and in Employer's vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

1. If the Employer has a reasonable suspicion that the employee in question is:
 - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or,
 - b. Is currently possessing on Employer premises (or in Employer vehicles) unauthorized drugs/alcohol, or,
 - c. Has sold, distributed drugs/alcohol on or off Employer premises or attempted the same.
2. As a part of a routine scheduled physical examination.
3. May be required upon return from a leave of absence of thirty (30) days or more.
4. During random periods during an employee's probationary period.

The Employer agrees to treat all information received relating to an alleged employee's involvement with drugs/alcohol as confidential and will only transmit such information to those individuals who need to know. The blood and urine examinations will be performed by a reliable medical or testing organization.

Last Chance Policy. An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an Employer-approved, supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the Employer will refrain from taking any disciplinary action against the employee provided that:
(1) such disclosure is the first and only involvement with drugs/alcohol for the employee, and
(2) the employee satisfactorily completes the detoxification treatment program as prescribed, and
(3) the employee remains free of drug/alcohol use and strictly complies with the Employer's drug free program.

Section 13.6. Discipline. The Road Commission agrees that it will not consider any prior infractions in disciplining an employee, provided the employee maintains a work record free of infractions for a period of twelve (12) months.

Section 13.7. Shift Premium. A shift differential allowance of Thirty Cents (\$0.30) per hour shall be paid to all employees, except the Equipment Specialists who shall be paid Fifty Cents (\$0.50) per hour, who work the majority of their regular scheduled hours between 4:00 p.m. and 4:00 a.m.

Section 13.8. Subcontracting. The right to subcontract or to use non-bargaining unit employee assistance is vested exclusively with the Employer. Where subcontracting or the use of non-bargaining unit employee assistance would directly result in a layoff of bargaining unit employees, the Employer will notify the Union in advance and upon request meet with the Union to discuss its impact on the bargaining unit.

Section 13.9. Group Insurance. All employees with seniority shall be entitled to participate in the following group insurances:

(a) Term life insurance in the amount of Fifteen Thousand Dollars (\$15,000), effective the first of the month next succeeding the effective date of this Agreement.

(b) Blue Cross-Blue Shield PSG (formerly called MVF-1) Plan with D45 NM, ML riders; \$5.00 co-pay prescription drug; Master Medical (\$50 employee/\$100 family deductible); no-fault automobile coordination, for the employee and dependents with premiums fully paid by the Road Commission up to an amount equal to the monthly premiums charged by the highest cost HMO provider for the coverage (single, double, family) the employee has. Premiums in excess of that amount shall be assumed by the Employee. Married employees shall be limited to coverage under one (1) insurance policy. Effective as soon as it can be administratively accomplished but no later than June 1, 1998, Blue Cross-Blue Shield participants shall have Ten Dollar (\$10.00) prescription drug co-pay. Employees who retire will be offered the opportunity to purchase hospitalization insurance under the Commission's health care program, upon the condition that the retiree assumes the cost and pays in advance the required cost.

(c) The Employer reserves the right to select the insurance carrier, to utilize self-insurance funds, or any other appropriate vehicle for providing the benefits hereunder, provided, however, that comparable benefits are maintained, excluding the administration thereof.

(d) The Employer reserves the right to adopt a mandatory cost containment program which may include pre-admission screening, second opinions on elective surgery

and out-patient testing when available. Reasonable penalties shall be imposed for failure to follow the cost containment program.

Section 13.10. Dental Insurance. The Employer will contribute up to Twenty-two Dollars (\$22.00) per month for premiums on a dental program for employees with seniority. The program shall provide 50/50 payment on Class I, II and III benefits up to \$800 per person per year. Orthodontics are excluded. Premiums in excess of Twenty-two Dollars (\$22.00) are to be paid by the employee. The Employer reserves the right to select the method of funding (carriers or otherwise), provided that the benefits remain unchanged. Effective July 1, 1997, the Employer's monthly contribution shall be \$36.33; effective July 1, 1998, the Employer's monthly contribution shall be \$38.50; effective July 1, 1999, the Employer's monthly contribution shall be \$40.00.

Section 13.11. Longevity. All full-time employees on the payroll on October 1 of each year, shall receive a lump sum longevity bonus indicated below on or before December 15 of that year. Employees who retire prior to October 1 shall receive a pro rata payment.

After 6 years:	\$ 250.00 per year
After 12 years:	500.00 per year
After 18 years:	750.00 per year
After 24 years:	1,000.00 per year

Section 13.12. Pension Plan. The Commission has approved a savings plan under Section 401 of the Internal Revenue Code. A majority of the bargaining unit employees have approved this plan and a determination as a qualified plan, has been requested from the Internal Revenue Service. This savings plan will become effective on the first day of the month following determination by I.R.S. as a qualified plan and will replace all existing pension plans.

Section 13.13. Bond. Should the Road Commission require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Road Commission.

Section 13.14. Tool Allowances. The following classifications must provide their own hand tools, and the following tool allowances shall be paid the first pay period following June 1:

Equipment Specialist III	\$225
Equipment Specialist II	225
Equipment Specialist I	150
Operator	50

Section 13.15. Uniforms. The Commission agrees to furnish five (5) rental uniforms per week for employees in the following classifications:

Equipment Specialist II and III
Brine Truck Operator
Blacktop Crew (during blacktop season)
Equipment Specialist I
Park Manager
Hi-Ranger Operator

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

Section 13.16. Mileage. Mileage shall be paid to bargaining unit employees at the same rate paid to non-bargaining unit employees when the employee is required to use his personal vehicle at the direction of the Employer. The employee will be covered in accordance with State law under the Commission's self-insurance or insurance policy.

Section 13.17. Driver's License Endorsement. A Commercial Drivers License for the appropriate commercial motor vehicle group, A or B, shall be required in accordance with the law by all drivers of vehicles. All Employees hired after January 1, 1990 will pay the required fee for the license and any subsequent renewals. Employees hired prior to January 1, 1990 are required to pay the fee for any and all renewals.

Section 13.18. Revoked Driver's License. Any employee who is required to operate a motor vehicle in the course of his employment, shall, as a condition of continued employment, maintain a valid motor vehicle operator's license and all required endorsements. Revocation of an operator's license or any required endorsement shall result in the employee being transferred to a non-driving classification if there is work available at the rate of pay for that classification for up to ninety (90) days. If such license or endorsements are not restored within said ninety (90) days, the employee shall be suspended without pay and benefits until such license or endorsement is restored but not to exceed ninety (90) days. If said license or endorsement is not restored within the second ninety (90) days, the employee shall be discharged.

Section 13.19. Requirement to Operate Road Commission Truck.

A. Permanent full-time employees must show a current, valid driver's license including ability to acquire necessary endorsements.

B. When an employee receives 6 points on his driving record, the Kent County Road and Park Commission will notify that employee that he will be reviewed by a three-member panel consisting of the Chief Union Steward, Director of Safety, and the employee's immediate supervisor and will receive such counseling as the committee shall recommend, without loss of pay.

When an employee receives 8 points, the employee's record will again be reviewed by said committee. The employee shall be required to attend a driving training program designed by the Employer, without loss of pay. Such training shall occur during working hours.

Revocation of an operator's license or any required endorsement or the accumulation of 12 or more points, according to the Michigan State Point System, shall result in the employee being transferred to a non-driving classification, if there is work available, at the rate of pay for that classification for up to 90 days. If such license or endorsements are not restored or reduction of points to below the 12 point level has not occurred within said 90 days, the employee shall be suspended without pay and benefits until such license or endorsement is restored or the point total is reduced to below 12 points, but not to exceed 90 days. If said license or endorsement are not restored or the point total is not reduced to below 12 points within the second 90 days, the employee shall be discharged.

C. The parties agree that any current employed driver/operator who has accumulated 6 or more points as of July 1, 1989, as attested by the State of Michigan point printout, shall have the ceiling raised, if necessary, for one violation only if that violation would place the individual's point total at 12 or above. Examples:

a. Joe Dokes has 8 points on his driver's license and is issued a 6 point reckless driving citation on his very next violation. This would place him in a 90-day, non-driving category because his point total is more than 12. per the above agreement, his point total would be extended to 15 so that the 90-day reduction in class would not occur, but the driver would be subject to the defensive driver training course.

b. Joe Dokes has 8 points on his driver's license and is issued a 2 point driving citation on his next violation which takes him to a total of 10 points. The situation then stands on its own merits, and the driver must abide by the regular language of the agreement by taking a defensive driver training course. If a second citation was given, there is no immunity from the 90-day reduction to a non-driving position should the infraction points take him above 12.

Section 13.20. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 13.21. A.D.A. Waiver. Neither the Employer nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employer's or Union's compliance efforts, including reasonable accommodation, with the Federal Americans With Disabilities Act.

Section 13.22. Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

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

DURATION

Section 14.1. Termination. This Agreement shall remain in force until midnight, May 31, 2000, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WARE-
HOUSEMEN AND HELPERS OF
AMERICA, LOCAL NO. 214



Eddie G. Galk

KENT COUNTY ROAD COMMISSION



Ronald Lytano

Chas. H. Jacobs

J. D. D.

APPENDIX "A"

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

Classification	June 1, 1997		June 1, 1998		June 1, 1999	
	Start	After 12 Mos.	Start	After 12 Mos.	Start	After 12 Mos.
Carpenter Foreman	15.88	16.81	16.35	17.31	16.84	17.83
Labor I	14.20	14.75	14.62	15.19	15.06	15.65
Driver Apprentice	14.86	15.95	15.31	16.43	15.77	16.92
Driver	15.16	15.95	15.61	16.43	16.08	16.92
Seasonal Operator*	16.35		16.84		17.34	
Operator	16.16	16.95	16.64	17.46	17.14	17.98
Foreman I	16.56	17.43	17.06	17.95	17.57	18.49
Equipment Specialist I	15.16	15.95	15.61	16.43	16.08	16.92
Equipment Specialist II**	15.80	16.70	16.27	17.20	16.76	17.71
Equipment Specialist III	16.46	17.30	16.96	17.82	17.46	18.36
Equipment Analysis Clerk	15.31	15.63	15.77	16.10	16.25	16.58
Building Specialist I	14.87	15.54	15.32	16.01	15.78	16.49
Building Specialist II	15.17	15.95	15.63	16.43	16.09	16.92
Material Specialist I	15.16	15.95	15.61	16.43	16.08	16.92
Material Specialist II	15.63	16.48	16.10	16.98	16.58	17.49
Material Specialist III	16.56	17.43	17.06	17.95	17.57	18.49
Engineering Technician I	15.01	15.67	15.46	16.14	15.92	16.63

Classification	June 1, 1997		June 1, 1998		June 1, 1999	
	Start	After 12 Mos.	Start	After 12 Mos.	Start	After 12 Mos.
Engineering Technician II	15.98	16.67	16.46	17.17	16.95	17.68
Engineering Technician III	16.97	17.61	17.48	18.14	18.01	18.68
Engineering Aide IV (Party Chief)	17.26	17.92	17.78	18.45	18.31	19.01
Park Manager***	15.16	15.95	15.61	16.43	16.08	16.92
Turf Specialist	15.16	15.95	15.61	16.43	16.08	16.92
Safety Specialist I	16.56	17.59	17.06	18.12	17.57	18.66
Safety Specialist II	15.16	15.95	15.61	16.43	16.08	16.92
Safety Aide I	15.31	15.63	15.77	16.10	16.25	16.58
Safety Aide II	15.83	16.14	16.30	16.63	16.79	17.13
Senior Safety Aide	16.56	17.43	17.06	17.95	17.57	18.49

*Seasonal operators are responsible for brush cutters, rollers, bituminous pavers, etc. This work is work performed out of class and is not assigned on a full-time basis. Any person currently classified as an Operator I shall be reclassified for one year and then given a Driver classification with top rate.

**Any new hires into the Equipment Specialist II classification, if not advanced to an Equipment Specialist III position during the first six (6) years in that position, will be automatically advanced to Equipment Specialist III after six (6) years in the Equipment Specialist II classification.

***The Wabasis Park Manager will be paid a One Dollar (\$1.00) per hour increase during the time that the Wabasis Campground is officially open to the public.

The following rates shall be applicable for all employees entering into these classifications on or after June 1, 1997:

Classification	Effective June 1, 1997	
	Start	After 2 Yr.
Administrative Spec. I	12.76	13.07
Administrative Spec. II	14.11	14.81
Administrative Spec. III	15.41	15.73
Administrative Spec. IV	15.07	15.83
Administrative Spec. V	15.53	16.30

Classification	Effective June 1, 1998	
	Start	After 2 Yr.
Administrative Spec. I	13.14	13.46
Administrative Spec. II	14.53	15.25
Administrative Spec. III	15.87	16.20
Administrative Spec. IV	15.52	16.30
Administrative Spec. V	16.00	16.79

Classification	Effective June 1, 1999	
	Start	After 2 Yr.
Administrative Spec. I	13.54	13.87
Administrative Spec. II	14.97	15.71
Administrative Spec. III	16.35	16.69
Administrative Spec. IV	15.99	16.79
Administrative Spec. V	16.48	17.29