

1518

8/31/86

AGREEMENT

Between

IONIA COUNTY ROAD COMMISSION

and

GENERAL TEAMSTER UNION,  
LOCAL 406

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

Effective: November 9, 1983 - August 31, 1986

*Ionia County Road Commissioner*

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## CONTRACT AGREEMENT

This agreement made and entered into this 8th day of November, 1983, by and between the Ionia County Road Commission located at Ionia, Michigan (hereinafter called the "Commission") and General Teamsters' Union, Local 406, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter called the "Union").

WHEREAS, the Commission is engaged in furnishing an essential public service vital to the health, safety, comfort and welfare of the people of Ionia County; and

WHEREAS, both the Commission and its Employees have a high degree of responsibility to the public in so serving the public without interruption of this essential service; and

WHEREAS, since both parties recognize this mutual responsibility, they have entered into this agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between the Commission and the Union, and to that end the parties hereto have reached an understanding governing the conditions of employment which shall prevail on the properties of the Commission insofar as it relates to the Employees within the bargaining unit; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Commission and the Union so that grievances and complaints shall be settled quickly and satisfactorily to both parties, so that service to the public shall not be disrupted:

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

### DEFINITIONS

Section 1.1. Absenteeism shall mean absence from the job at starting time without prior notice to and consent of the Commission.

Section 1.2. Arbitration shall mean the process by which a dispute can be settled after the application of the preceding steps in the grievance procedure have failed and involving only disputes which pertain to the application or interpretation of the contract.

Section 1.3. Day shall mean 6:00 A.M. to 6:00 A.M. for dating time cards.

Section 1.4. Days shall mean working days, unless specifically stated in this agreement.

Section 1.5. Excessive Absenteeism shall mean unexcused absenteeism two times within a period of four weeks.

Section 1.6. Hours of Work shall mean the hours an employee may ordinarily expect to work and does not imply and guarantee that the work day will not be shortened or lengthened because of lack of work or because of an emergency.

Section 1.7. Lateral Transfer shall mean assignment by the Commission to a job of equal classification.

Section 1.8. Personal Leave of Absence shall mean time off the job without pay or benefit granted by the Commission for personal reasons of the employee.

Section 1.9. Merit shall mean that an employee has an outstanding record of attendance, a good record of compliance with rules, their work is above average, they accept after hours schooling and in general show by their performance that they have the desire to become of greater value to the Commission.

Section 1.10. Misuse of Sick Leave shall mean the use of sick leave for any reason not contained in Section 11.3 of this Contract.

Section 1.11. Reporting Absence From Work shall mean all employees not expecting to report to work any day will cause their foreman to be notified prior to starting time.

Section 1.12. Agency Shop shall mean any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days of commencement of duties, shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by the members of the Union. In the event an employee shall not pay such service fees directly to the Union or authorize payment through payroll deduction, as provided in this agreement, the employer shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge.

Section 1.13. Notices, Due Notice, Notice Shall Be Given, etc. shall mean Certified Mail, Return Receipt Requested to either the Union or the Commission Manager, unless personal service is made.

Section 1.14. Overtime shall mean all time worked over eight (8) hours per day and all day Saturday, Sunday and Holidays. Mechanics and others whose regular shifts and schedules include Saturdays and/or Sunday shall receive overtime pay rates for all time worked over eight (8) hours per day and for days worked beyond their regular work schedules, and for holidays.

Section 1.15. Promotion shall mean a transfer to a higher rated job, intended to be permanent.

Section 1.16. Seniority is the length of continual uninterrupted time in the employ of the Commission from the date and hour of hire plus time spent in the Armed Forces of the Country or any other absence approved by the Commission. However, if a person is laid off, through no fault of their own, longer than the time accumulated they will no longer have seniority.

Section 1.17. Strike shall mean any work stoppage, slowdown or refusal to cross a picket line to conduct snow or ice removal operations or to alleviate an emergency situation.

Section 1.18. Reinstated Employee shall mean an employee that is on leave of absence, extended sick leave or for other legitimate reason approved by the Commission. An employee that has severed their connection with the road commission and is rehired at a later date shall be considered as a new employee in the terms of this contract.

Section 1.19. Temporary and Seasonal Employees are employees hired for a short duration for work during the summer months and shall not be construed to mean employees that are hired with intent to keep permanently employed after their trial period. EXAMPLE: employees hired from April 1st to December 1st. If a temporary or seasonal employee is rehired by the Commission before the end of the year in which his temporary or seasonal employment ended, the time actually worked in that year will count toward completion of this probationary period, and, upon successful completion of his probationary period, his seniority date will be his initial date of hire that year.

### RECOGNITION

Section 2.1. The Commission recognizes and acknowledges that the Union is the exclusive representatives in collective bargaining with the Commission of all its employees in the matter of wages, hours and working conditions, excluding office clerical employees, subcontractors, irregular part time employees, temporary and seasonal employees, engineering employees and supervisors as defined in the Act.

Section 2.2. This recognition clause shall be construed to apply to employees and not to work. It shall not limit the Commission's right to contract out work provided sub-contracting of work does not cause a layoff of Employees under normal economic conditions.

Section 2.3. All employees are hired on a trial basis for six (6) months of continuous employment, during which period they may be discharged without further recourse, provided however that the Commission does not discharge or discipline for the purpose of evasion of any part of this Agreement.

Section 2.4. The Commission agrees not to enter into any agreement with another labor organization during the life of this Agreement.

### UNION SECURITY AND REPRESENTATION

Section 3.1. It is mutually agreed by the Commission and the Union and the Employees that the Ionia County Road Commission shall operate on the Agency Shop basis.

Section 3.2. Stewards shall not exceed one for each fifteen (15) employees or fraction thereof.

Section 3.3. The Commission will pay stewards when conferences are requested by them to settle grievances or whenever negotiations are conducted, during regular working hours. No payment shall be made for conferences outside regular working hours.

Section 3.4. Election of stewards may be held during working hours, provided that permission is granted by the Commission. The names of stewards of the Union shall be reported to the Commission in writing as soon as possible after election or appointment. Changes taking place during the year shall also be reported as they are made.

Section 3.5. The Commission shall, each pay period, deduct from the pay of each employee a pro-rata share of the Union's regular annual dues and will remit the same to the Treasurer of the Union provided the employee has given the Commission an authorization signed by him authorizing such deduction.

Section 3.6. The authorization for the deduction of dues shall be irrevocable for the duration of this contract.

Section 3.7. The Commission shall grant permission to the steward to meet with an employee that is alleged to have a grievance during regular working hours provided it does not effect the work going on.

Section 3.8. The Commission will pay the stewards up to two (2) days each occasion, administrative leave for attending seminars relating to negotiation of contracts and grievance procedures, provided prior approval has been obtained from the Commission. No more than two (2) such officers will be gone at any time.

#### MANAGEMENT RIGHTS

Section 4.1. Except to the extent expressly abridged by a specific provision of this Agreement, the Commission reserves and retains, solely and exclusively, all of its Common Law rights to manage the Commission's business, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of management which are not abridged by this Agreement, shall include but not limit its rights to determine the existence or non-existence of facts which are the basis of a management decision, to establish or continue policies, practices and procedures for the conduct of the Commission's business and, from time to time, to change or abolish such policies, practices, or procedures; the right to determine and from time to time redetermine, the number location, relocations and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations or to discontinue their performances by employees of the Commission; to determine the number of hours per day or week operations shall be carried on; to select and determine the number of employees required; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to lay off, terminate, otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts of lack of work, to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause and otherwise to take such measures as management may



determine to be necessary for the orderly, efficient and satisfactory operation of the Commission with due notice to the Union all to the best regard of its employees.

Section 4.2. The employees recognize that the Commission retains the right of management of all affairs which are prescribed by law, including the decision on the number of employees, discipline or discharge of employees for just cause, provided in the exercise of this right it will act in a just and prudent manner, and in the event an employee feels aggrieved, they shall have the right of appeal through the grievance procedure as outlined, unless this Agreement specifically states otherwise.

#### GENERAL

Section 5.1. Promotion. All job openings shall be posted on the bulletin board for six (6) working days at the garages. Interested employees should apply in writing to the Manager. Seniority, ability, work record and oral interview will be considered for promotions or job transfers. No employee who has received a promotion in the six (6) months previous to posting shall be eligible to bid. An employee may be removed from a job after thirty (30) days on the job if he is not making satisfactory progress and has been warned in writing and given an opportunity to correct his performance. The Commission will give a copy of the warning to the Union.

Section 5.2. Persons hired for permanent or transferred to mechanic shall be eligible to bid on the following job openings after a period of three (3) years: Divisions 2 and 7.

Section 5.3. If an employee is laid off, his life insurance and hospitalization insurance coverage will continue for the remainder of the month in which layoff occurs, plus one (1) additional month.

Section 5.4. Seniority shall be considered as covering all employee categories.

Section 5.5. Employees of this Commission may stop for coffee between 9:00 - 9:30 a.m., for fifteen (15) minutes, provided they do not drive out of their way to do so. All group leaders will insure that each individual working for them shall receive fifteen (15) minutes with the least disruption to the operation.

Section 5.6. Punch in time will not be earlier than fifteen (15) minutes before the days work begins, unless the card is initialed by the Foreman.

Section 5.7. Any time over eight (8) hours in one day must be approved by the Foreman. If not approved, only eight (8) hours will be allowed.

Section 5.8. Mandatory retirement will be at age seventy (70).

Section 5.9. Every employee shall notify the office of any change in address, telephone number, number of dependents, change in beneficiary on life insurance, or other important changes within five (5) working days after such changes.

Section 5.10. Any employee who is away from work, or fails to appear for work for a period of three (3) days without notifying their supervisor shall be considered as having left their position voluntarily and shall forfeit all seniority and social benefits.

Section 5.11. The Commission will erect bulletin boards in all garages at appropriate places which may be used by the Union for posting notices approved by the Commission and restricted to:

- (a) Notices of Union Recreation and Social Affairs
- (b) Notices of Union elections
- (c) Notices of Union appointments and results of Union elections
- (d) Notices of Union meetings
- (e) Other notices of bona fide Union activity such as Credit Unions, etc.

There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon Commission property other than as herein provided.

Section 5.12. The Commission reserves the right to fix rates for new jobs and job classifications.

Section 5.13. Personal leave of absence to be limited to thirty (30) days unless by written agreement the Commission waives the time limit. Gainful employment during the leave shall be considered the same as a voluntary quit, unless authorized by the Commission. Personal leave shall be granted only when it would not seriously interfere with Commission operations.

Section 5.14. Medical Leave of Absence. Sick leave will be granted upon proper application subject to the Commission's right to require acceptable medical proof. An employee may be on medical leave of absence for a period of not more than two (2) years, and seniority and employment shall not continue beyond that time, except this period may be extended for one (1) additional year if the employee so requests in writing and provides a doctor's opinion that he may be able to return to work in that year. The Commission may request at any time as a condition of continuance of any medical leave of absence proof of continuing disability. Any employee returning to work from a medical leave of absence may be required to present a doctor's certificate that the employee is physically able to perform the required job. In situations where the employee's physical or mental condition raises a question as to the employee's capability to perform his job, the Commission may require a medical examination and, if appropriate, require the employee to take a sick leave of absence.

Section 5.15. The stewards shall have no authority to take strike action or any other action interrupting the Commission business.

Section 5.16. Second jobs (moonlighting) shall be permitted so long as the second job does not interfere with overtime or the employee doing his job efficiently. All employees with second jobs must notify their foreman so he can find them in cases of emergency.

Section 5.17. Procedure to be followed in case of hours reduction. The Union recognizes that in unusual situations it may be necessary to reduce hours

in the work day or work week. The Commission recognizes the employee concerns when this becomes necessary. Before the Commission reduces hours, it will give the Union advance notice and will meet with the Union at least two (2) weeks before the effective date of the change to explain the reasons and discuss the matter. The Commission will discuss any cost savings suggestions and/or alternatives before implementing the change.

This procedure will not apply in cases where it is necessary to send employees home for a limited duration due to weather, acts of God, or other situations beyond the Employer's control.

#### PAY PERIOD

Section 6.1. The payroll period will be on a bi-weekly basis and the day of pay will be the first Friday after the end of a pay period. However, should a payday fall on a holiday, or any day designated as a holiday, the day of pay will be on the day previous to the holiday.

Section 6.2. A regular work week shall be considered five (5) days (Monday through Friday), with the exception of night mechanics.

#### WAGES AND WORKING CONDITIONS

The following Schedule "A" shows the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

#### SCHEDULE "A"

Section 7.1. A work day will be considered eight (8) hours per day (starting time shall be 7:00 a.m. EST) and will be paid for at the regular rates of pay established for each class of employment.

Section 7.2. Overtime will be paid for at the rate of one and one-half (1-1/2) times the regular rates for hours worked over eight (8) hours per day. Also for time worked on Saturdays, Sundays and Holidays. All persons on night duty that are scheduled to work on a Holiday shall be paid at the overtime rate in addition to receiving the scheduled holiday pay for their rate. Mechanics on regularly scheduled night duty shall receive an additional night premium of ten (10¢) cents per hour. Overtime will be divided as evenly as practical, distribution shall not be subject of a grievance.

Section 7.3. Cost of Living Allowance. The Cost-of-Living Allowance will be frozen for the term of this Agreement. The current COLA is included in the wage rates in Schedule "A." Nothing in this provision will prevent the Union from making additional cost-of-living proposals in negotiations for future contracts.

Section 7.4. The unusual nature of the operation of the Commission dictates that ALL EMPLOYEES, other than those on authorized leave, will be

expected to work during the winter months or during emergencies when called. If an employee knows that he/she is not going to be available for overtime or emergency work, they shall notify the Superintendent in writing to that effect in advance. Any employee, who without just cause shall refuse to report for emergency duty, shall be subject to such disciplinary action as the Commission may direct.

Section 7.5. Persons reporting for work at starting time who are prevented from commencing work due to weather, emergencies or other unforeseen conditions will be paid until sent home and if sent home before two (2) hours have elapsed they shall receive two (2) hours pay for reporting provided that they stay at the garage and are available for work.

Section 7.6. Temporary transfers of employees not to exceed thirty (30) days to a higher or lower rated job due to lack of manpower on the job to which transferred may be made without change of rates, on permanent transfers the employees shall be paid the "A" rate immediately.

Section 7.7. In the event of layoff, the least senior employee shall be laid off first, and further layoffs shall be in inverse order of seniority, provided, that the employees retained have the skill and ability to do the required work. When a recall is made, recall shall be in order of seniority, provided, that employees recalled have the skill and ability to do the required work. No employee shall be placed in the mechanics classification as a result of layoff unless he can supply the tools necessary to perform the duties of the classification and has demonstrated ability as a mechanic.

Section 7.8. Notwithstanding any provisions of this Agreement, it is recognized that the Employer may hire a part-time parts chaser at a rate to be determined by the Employer, if it determines at any time to utilize such a position. Such employee shall not be subject to the terms of this Agreement.

Section 7.9. Where there is a variation in rates paid for the same job classifications, all work being equal, the top rate shall be paid in any one classification, after notice by the employee, as follows:

Division 1, 2 & 3	1 year
Division 6 & 7	2 years
Division 4 & 5	3 years

Section 7.10. CLASSIFICATION OF EMPLOYEES RATES

Effective September 1, 1983:

<u>Division</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
#1 <u>Yearly Routed Scraper Drivers</u>	\$9.47	\$9.52	---	---
#2 <u>Truck Drivers Assigned to Group Leaders, Tandems &amp; Semis, Light Equipment Operators</u>	9.42	9.47	---	---

<u>Division</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
#3 <u>Heavy Equipment</u> Graders, Loaders, Dozers Cranes, etc.	9.52	9.57	---	---
#4 <u>Mechanic-Welder</u> <u>(Bodyman)</u> Depending on Skills	9.42	9.47	9.52	9.57
#5 <u>Group Leaders</u> Depending on Skills	9.52	9.57	9.67	9.77
#6 <u>Utility</u>	9.37	9.42	9.47	---
#7 <u>Laborers</u>	9.22	9.27	9.32	---

NOTE: ANY HOURLY RATE CHANGE WILL BE EFFECTIVE ON THE BEGINNING OF THE PAY PERIOD NEAREST THE EFFECTIVE DATE.

Effective September 1, 1984:

<u>Division</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
#1 <u>Yearly Routed</u> <u>Scraper Drivers</u>	\$9.67	\$9.72	---	---
#2 <u>Truck Drivers</u> Assigned to Group Leaders, Tandems & Semis, Light <u>Equipment Operators</u>	9.62	9.67	---	---
#3 <u>Heavy Equipment</u> Graders, Loaders, Dozers Cranes, etc.	9.72	9.77	---	---
#4 <u>Mechanic-Welder</u> <u>(Bodyman)</u> Depending on Skills	9.62	9.67	9.72	9.77
#5 <u>Group Leaders</u> Depending on Skills	9.72	9.77	9.87	9.97
#6 <u>Utility</u>	9.57	9.62	9.67	---
#7 <u>Laborers</u>	9.42	9.47	9.52	---

NOTE: ANY HOURLY RATE CHANGE WILL BE EFFECTIVE ON THE BEGINNING OF THE PAY PERIOD NEAREST THE EFFECTIVE DATE.

Effective September 1, 1985:

<u>Division</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
#1 <u>Yearly Routed Scraper Drivers</u>	\$9.97	\$10.02	---	---
#2 <u>Truck Drivers Assigned to Group Leaders, Tandems &amp; Semis, Light Equipment Operators</u>	9.92	9.97	---	---
#3 <u>Heavy Equipment Graders, Loaders, Dozers Cranes, etc.</u>	10.02	10.07	---	---
#4 <u>Mechanic-Welder (Bodyman) Depending on Skills</u>	9.92	9.97	10.02	10.07
#5 <u>Group Leaders Depending on Skills</u>	10.02	10.07	10.17	10.27
#6 <u>Utility</u>	9.87	9.92	9.97	---
#7 <u>Laborers</u>	9.72	9.77	9.82	---

NOTE: ANY HOURLY RATE CHANGE WILL BE EFFECTIVE ON THE BEGINNING OF THE PAY PERIOD NEAREST THE EFFECTIVE DATE.

FOR TERMINOLOGY OF THIS CONTRACT THE WELDER IN THE WELDING SHOP AND THE BODYMAN IN THE BODY SHOP SHALL BE BID JOBS WHEN VACATED.

Section 7.11. New Hires. New hires will start at \$7.50 per hour and will be paid such rate until completion of their probationary period. Upon completion of their probationary period, employees will receive the "A" rate in the classification in which they are then working.

#### SOCIAL BENEFITS

The current social benefits are:

Section 8.1. Hospitalization Insurance (Blue Cross-Blue Shield). After retirement, at age sixty-two or later, an employee of this Commission, having 20 years of continuous employment, or twenty-five (25) years of intermittent accumulated employment, the Commission will pay the premium for their personal Hospitalization Insurance and spouse and will guarantee payment to the Michigan Hospital Service of the total additional hospital or surgical premium, whether for

the benefit of the retiree and/or his dependents. Any Commissioner eligible shall receive the same.

Also, any employee who has thirty (30) years of continuous or thirty-five (35) years of intermittent accumulated employment shall be entitled to the same benefits as retirement at age 70, as stated above, provided that satisfactory evidence is presented that they can no longer be gainfully employed due to disablement, however, in the event of recovery the employee will be expected to return to work until retirement age 70.

The Commission reserves the right to select or change insurance carrier and/or funding, provided that the level of benefits remains substantially equivalent. The Commission will give the Union notice of any such change and meet with the Union to explain any new program fully before implementing any change.

Section 8.2. Delta Dental (basic plan upgrade) Class I & II benefits with the addition of Class III Orthodontic benefits.

Section 8.3. Accident and Sickness Insurance. The Commission will provide accident and sickness insurance for non-work related accident or sickness. This insurance will provide one hundred fifty dollars (\$150) per week benefit for a maximum of fifty-two (52) weeks, after a waiting period of sixty (60) days for both accident or sickness.

Section 8.4. Social Security.

Section 8.5. Life Insurance \$5,000 for active employees which will reduce to \$2,000 upon retirement. No payout for disability.

Section 8.6. Pension Trust - After three (3) years accumulated time, an employee will become eligible for the pension and other insurance in connection therewith and must apply for same without further notice from the Commission. The Anniversary date of the Pension Plan is September 1st of each year.

Section 8.7. Longevity Compensation Plan.

Eligibility - The completion of six (6) years of continuous service beginning after September 1st following date of employment, and continuing in subsequent years of service, will entitle each employee to receive annual longevity payment as provided in the schedule. To be eligible for longevity payments subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required for original eligibility plus a minimum of one additional year of service for each payment. An employee rendering seasonal, intermittent or other part time service shall be entitled to payment on the same basis as full time employees when their service is equal to the continuous full time service required to qualify for the respective longevity payments, and shall receive payment in proportion to the time worked in that respective longevity year. No employee shall receive longevity payments who has reached retirement age.

Limitation - No employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period. An Employee on a duty incurred compensable injury, or illness-leave of absence shall receive

full annual longevity payments so long as the employee receives at least two-thirds (2/3) of their normal pay, not including sick leave or workmen's compensation and shall only receive a pro-rata amount for the period of time actually worked. At such time as the individual's pay is reduced to Workmen's Compensation or insurance benefits only, they will cease to receive any longevity pay. They will, however, receive credit for the period of leave of absence without pay in calculating their total years of creditable service. Computation of longevity pay shall be based on the amount earned in the period September 1st, through August 31st, excluding all overtime. (2080 hours times hourly rate of September 1st.) No longevity payment will be made to anyone who has left the employment of this Commission prior to December 1st of the year in which payment is made, unless leaving is due to retirement.

Time of Payment - Payments to employees who become eligible on September 1st of any year shall not be made before December 1st of that year. The Commission shall at their discretion pay the full amount due in any year or in the event of revenue or other unforeseen loss can pay any percentage of the amount earned which they deem advisable. This longevity plan schedule can be changed, altered, or modified by the Ionia County Road Commission as often as it is deemed necessary or expedient, and in the case of modification, notice shall be given all employees on or before the first Thursday in June following the last payment.

Section 8.8. Workmen's Compensation and Unemployment Insurance.

HOLIDAYS

Section 9.1. After six (6) months continuous service, employees who are not scheduled to work on any one of the following holidays, shall be paid eight (8) hours at straight time as holiday pay, when the holiday is on a regular working day and providing the employee has worked the day before and the day following the holiday. Days considered holidays for the purpose hereof are as follows:

- |                   |                                  |
|-------------------|----------------------------------|
| 1. New Years Day  | 6. Thanksgiving Day              |
| 2. Good Friday    | 7. Friday after Thanksgiving Day |
| 3. Memorial Day   | 8. Christmas Day                 |
| 4. Fourth of July | 9. Veterans Day                  |
| 5. Labor Day      |                                  |

Section 9.2. Whenever one of the designated holidays falls on Saturday, the Commission shall declare the preceding Friday as the official holiday for the purpose of these rules. If the holiday falls on Sunday, the Commission shall declare the following Monday as the official holiday for the purpose of these rules. If Christmas or New Years falls on a Tuesday, the preceding Monday will be declared a non-working day and if Christmas or New Years falls on a Thursday, the Friday following will be declared a non-working day except for emergencies.

Section 9.3. In the event a day following or preceding a holiday, is to be declared a non-working day, a notice shall be posted on the bulletin board forty-eight (48) hours in advance.



Section 9.4. Holidays falling within the period of annual vacation shall extend the vacation by one day.

Section 9.5. Work on the above holidays or any day designated as such shall be compensated for at the regular rate and time and one-half (1-1/2).

### VACATIONS

Section 10.1. A regular employee, one who has six (6) months continual employment shall be allowed one (1) day (8 hours) vacation leave for each month worked, after completing his six (6) month qualifying period, up to 2 years continuous employment. After two (2) years continuous employment, 9.50 hours per month will be allowed; after five (5) years continuous employment, 11.33 hours per month will be allowed; after ten (10) years of continuous employment, 13.33 hours per month will be allowed; and after fifteen (15) years of continuous employment, 15.33 hours per month will be allowed.

The above vacation translated to the following per year:

0 - 2 years	96 hours (12 days)
2 - 5 years	112 hours (14 days)
5 - 10 years	136 hours (17 days)
10 - 15 years	160 hours (20 days)
over 15 years	184 hours (23 days)

The earned vacation may be accrued monthly up to a maximum of thirty (30) days (240 hours). A reinstated employee shall, providing they have to their credit six (6) months continuous employment, start to accumulate vacation pay at the rate of one (1) day per month worked, beginning with the first day of reinstatement.

Section 10.2. Any employee entitled to vacation pay shall make application for time off, on forms provided by the Commission, at least thirty (30) days prior to taking leave. In case of conflict of dates seniority shall govern. Consideration for date changes will be given for cause. The request for vacation time must be approved by the department head.

Section 10.3. No applications shall be considered for less than three (3) full days vacation, unless approval is given by the Superintendent for unusual circumstances.

Section 10.4. Vacation credits will be made monthly. Credit will be only given for the time on payroll.

Section 10.5. Earned and unused vacation pay will be paid in full to employees who have terminated their employment due to retirement, quit, layoff or discharge.

Section 11.1. Every full time employee, after six (6) months continuous employment, shall be entitled to sick leave with full pay of one (1) regular day (8 hours) for each completed month of service.

Section 11.2. Unused sick leave may be accumulated for an amount of one hundred and thirty (130) days (1,040) hours at the rate of one (1) day (8 hours) for each completed month of service.

Section 11.3. An employee may utilize their sick leave allowance for absence as follows:

- (1) Necessitated by exposure to contagious diseases in which the health of others may be endangered by his presence on duty.
- (2) Due to personal injuries or illness caused by factors over which the employee has no reasonable immediate control.
- (3) To report to the Veteran's Administration for medical examination or other purposes relating to eligibility for veterans disability or medical treatment.
- (4) Illness, death or injury of an employee's spouse, child, brother, sister, parent or parent of spouse (limited to three [3] days).
- (5) Pallbearer at the funeral of a fellow employee, (limit 1/2 day) will be granted without loss of sick leave.
- (6) Sick leave may be utilized by an employee for an appointment with a doctor or dentist to the extent of time required to complete such appointment, however, only those hours combined between work and sick leave shall equal a days' pay.
- (7) At the time an employee severs their connection with the Commission (quit or is fired), fifty percent (50%) of unused sick leave will be paid. Such payments will be made at the current rate of pay for such employee, in eighty (80) hour increments. Such payments to be made on regular paydays, and continue until all sick leave due is consumed. In the event of an employee's death and/or retirement (after age 62), an employee is entitled to one hundred percent (100%) of the unused sick leave and all amounts due for sick leave will be paid at once.
- (8) It shall be the employee's sole duty to report any sickness or accident when sick leave is requested.

Section 11.4. No sick leave shall be paid in advance of being earned. If any employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance, or in anticipation of future sick leave credits. In such cases, payroll deductions for the time lost shall be made for the pay period in which the absence occurred.

Section 11.5. An employee requesting sick leave shall be required to produce suitable evidence in the form of a medical certificate or other proof of a

just claim satisfactory to the Commission, however, one day of sick leave per month will be allowed without a doctor's certificate, up to three (3) consecutive months. The final test of whether a claim is legitimate shall be based on an employee being unable to perform their regular duties due to sickness or injury.

Section 11.6. All accumulated and unused sick leave earned and which has not been paid for under Section 11.3, paragraph 7, will be credited to an employee recalled to duty from a layoff or transferred to another department without a break in service. An employee who has been discharged or who quits the employ of the Commission, shall forfeit all rights to the balance in their sick leave account after he has been paid the fifty percent (50%) of the unused balance under Section 11.3, paragraph 7. A reinstated employee shall, providing they have to their credit, six (6) months continuous time, start to accumulate sick leave at the regular rate of one day for each month of service, beginning with the first day of their re-employment.

Section 11.7. An employee on duty, injured in an accident arising out of, and in the course of their employment with the Commission shall be continued as an employee, accumulating seniority for a 12 month period. Thereafter, no seniority shall accrue and the employee shall be considered as on leave.

Section 11.8. An employee receiving sick leave pay and who is also entitled to benefits from Worker's Compensation or Sick and Accident Insurance provided by the Commission shall only receive an amount in total as they would be paid for a normal working day (provided they have complied with Sections 11.1-11.14 of this Agreement).

AS AN EXAMPLE: The amount to be paid to an employee in a two week period shall be computed as follows: 10 days times rate per hour times 8 hours, then ten full days shall be deducted from their sick leave bank (accumulated sick leave days) and the sick leave bank shall be credited by the following formula: dollars paid by insurance company or worker's compensation divided by rate per hour divided by 8 hours equals days to be added to sick leave bank (using nearest full day). If an employee has no accrued sick leave, they shall receive all sick and accident insurance of worker's compensation.

Section 11.9. Sick leave shall not accrue during leave of absence without pay.

Section 11.10. Sick leave shall not accrue until after the completion of six (6) months service.

Section 11.11. Any claim for sick leave must be made within three (3) days from beginning of absence from duty.

Section 11.12. Sick leave shall not be accumulated after normal retirement (age 70).

Section 11.13. Sick leave credits will only be given for time actually worked (actually worked defined under Vacation, Section 10.4).

Section 11.14. The Commission shall not be obligated to pay sick leave to an employee injured on a second job (moonlighting).

## SENIORITY

Section 12.1. All employees, when hired, shall receive an employment number. This number will be changed on January 1 of each year at the discretion of the Commission in order of seniority.

Section 12.2. The Commission shall post a list of the employees, in order of their seniority, on February 1 and August 1 of each year. This list shall be posted in a conspicuous position at the place of employment.

Section 12.3. Upon transfer to another department, job classification, garage, etc., an employee shall carry their seniority with them, however, if a person is laid off through no fault of their own, longer than the time accumulated they will no longer have seniority.

Section 12.4. Seniority shall be broken by discharge, voluntary quit, retirement [at age seventy (70) or earlier], but not by leave of absence, except as otherwise provided in this Agreement.

Section 12.5. Employees who are presently in supervisory positions or who hereafter are promoted to positions outside the bargaining unit shall be credited with the length of service to this date or to the time of promotion and shall thereafter accumulate seniority while working in a supervisory position. If a supervisor is hereafter demoted, they shall commence work in a job generally similar to the one they held at the time of promotion in accordance with their accumulated seniority.

## MILITARY SERVICE

Section 13.1. An employee who enlists or is drafted into the U. S. Army, Navy, Marine Corps, Coast Guard, Merchant Marine, Air Force, Wacs, Waves, Spars, Women Marine Corps, or Nurse Corps, shall accumulate seniority while in such service. Any employee that is a member of the National Guard shall be allowed 15 days military leave annually. Upon honorable discharge from such service, they shall be restored to their regular or equivalent job at its then current status and at the top rate of the job prevailing at the time of their return, providing they apply for their job within ninety (90) days after discharge or in the case of the Merchant Marine, after forty (40) days from the date of discharge.

Section 13.2. In the event an employee becomes disabled while in the U.S. Government service mentioned in Section 13.1 above, and they are physically unfit to perform the work connected with their regular job, the Commission will endeavor to place them in a job they are capable of doing satisfactorily.

Section 13.3. Accumulation of seniority is not to be construed to mean the continuation of any/or all fringe benefits during the leave of absence for military service.

## DISCHARGE OR SUSPENSION

Section 14.1. An employee may request an investigation as to their discharge or suspension by filing a written grievance within five (5) working days

thereafter, with the Maintenance Foreman. Such matters shall be handled promptly and if the discharge is found to be wrong, the employee shall be reinstated and compensated for the period they were out of work in such amount as the parties agree or as ordered by the arbitrator. Nothing in this paragraph will preclude reinstatement without back pay.

Section 14.2. Consuming alcoholic beverages during working hours, misuse of equipment of the Commission, flagrant violation of motor vehicle laws, jail sentence, unsafe operation of equipment, leaving equipment while refueling, failure to charge out materials, removal of Yield or Stop signs without replacing, excessive absenteeism, are just causes for dismissal.

Section 14.3. The foregoing enumeration of causes for discharge is by way of illustration and shall not be deemed to exclude management's right to discharge or suspend employees for any other just cause.

Section 14.4. The nature of the offense, or repetition of an offense shall determine the penalty to be imposed, no warnings given during the probationary period will be charged against an employee, and as a general rule, two (2) rule infractions in any calendar year shall be just cause for dismissal. All penalties imposed shall be fair and just, taking into consideration the facts surrounding the infraction and the general attitude of the employee, the decision as to penalties imposed shall be that of the Commission. Whenever a written reprimand is to be given to an employee, a steward shall be present.

#### GRIEVANCE PROCEDURE

Section 15.1. It is mutually agreed that the Public Employment Relations Act prohibits strikes of public employees and that grievances, arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts or any other cessation of or interference with work.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Commission and the Union.

Section 15.2. A grievance shall be defined as a complaint by an employee or the Union concerning the application and/or interpretation of the Agreement as written. Grievances shall be resolved in the following manner:

Step 1. An employee who has a grievance shall submit it, in writing, to the foreman by the steward and/or the aggrieved employee, within five (5) working days after the alleged injustice occurred. A written decision by the foreman must be given within five (5) working days.

Step 2. If no satisfactory settlement is obtained in Step 1, the steward, and/or the aggrieved employee shall next take up the grievance with the manager within seven (7) days after receiving the decision in Step 1. In this Step, the grievance will be presented in writing and a written decision shall be given to the steward

and/or the aggrieved employee within seven (7) working days and a copy thereof shall be filed with the Clerk of the Commission, unless either party has requested an extension of time.

Step 3. If no satisfactory settlement is obtained in Step 2, the steward, business agent and/or the aggrieved employee shall next take up the grievance with the manager and/or his representatives within seven (7) days after receiving the decision in Step 2. In this step, the grievance shall be presented in writing and a written decision shall be given to the steward and/or the aggrieved employee within seven (7) working days unless either party has requested an extension of time.

Step 4. If the grievance is not satisfactorily settled at Step 3, it may be referred to arbitration by written notice from the Local Union given within ten (10) days after receipt of answer from the Manager (Step 3). The parties shall meet promptly thereafter to select an arbitrator. If they cannot agree on a certain arbitrator, the arbitrator shall be selected from a panel of five (5) names submitted by the Federal Mediation and Conciliation Service.

Section 15.3. The arbitrator's decision shall be final and binding on the Commission, Union and any employee or employees involved, provided that the power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement as written, and they shall not add to nor subtract from any such express terms. The fees and expenses of the arbitrator shall be divided equally by the Commission and the Union. Matters not initiated or appealed within the times provided herein shall not be considered.

Section 15.4. The time limits in this procedure will be followed by the parties. If the time limits are not followed by the Union, the grievance shall be considered settled on the basis of the Commission's last answer. If the time limits are not followed by the Commission, the grievance will automatically advance to the next step, but excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

Section 15.5. If the Union has a group grievance (meaning a grievance which effects the entire organization), Step 1 will be eliminated and the grievance will be presented in writing directly to the Manager, within five (5) working days after the date of the event giving rise to the grievances. A written decision shall be given to the steward within ten (10) days. If the grievance is not satisfactorily settled at Step 3, it may be referred to arbitration as stated in Step 4 above.

Section 15.6. Employees, or their chosen representatives, in following the foregoing Grievance Procedure, shall be permitted to participate in conferences with the foreman or Manager during regular working hours without the time involved being deducted from their regular hourly wage; provided, however, there is no serious interference with the necessary business of the Commission and, provided also, that the excessive use of the privilege by the employees shall be avoided. Whenever employees are required to make use of this privilege the matter of absence from duty shall be arranged for by the employee with their foreman. When a dispute goes to arbitration, the grievants will not be paid for the time spent at arbitration hearing.

Section 15.7. The Union may refuse to process, may abandon or may settle grievances, irrespective of the grievant's attitude. They may also exclude the grievant from being present at any or all steps in the grievance procedure.

Section 15.8. The arbitrator shall presume that the Commission has all rights it had in common law, except those clearly restricted in the contract. The arbitrator shall reduce his award to writing stating reasons and to restricting himself to hearing facts and deciding the issue on its merits.

Section 15.9. Any employee that alleges to have a grievance that the Union agrees that the grievance should not be allowed can pursue the grievance to Step 2 on their own.

### SAFETY

Section 16.1. It shall be the duty of all equipment operators, whenever involved in an accident, to report the accident to the Administration Office in the main garage in the Clerk's office at once and to their immediate superior.

Section 16.2. Every employee injured, in any way, while on duty must report the accident to the Administration office in the main garage in the Clerk's office as soon as possible.

Section 16.3. It shall be the duty of all truck drivers, when it is necessary or required to have a person in the truck body for purposes of sanding or claying to provide corner boards for the safety of the persons in the body of the truck.

Section 16.4. No persons shall be required to ride on the rear of a truck body when sanding or claying unless the truck is equipped with corner boards.

Section 16.5. No employee shall stand up in the box or bed of a truck when the truck is in motion.

Section 16.6. An employee who neglects their own safety or that of other employees in any operation being performed will not be tolerated and shall be just cause for dismissal.

Section 16.7. All employees should be watching for any unsafe practices or dangerous conditions, and they should be reported immediately to the Manager, foreman or any member of the Safety Committee.

Section 16.8. The Union shall designate three employees to act on a Safety Committee with the Maintenance Supervisor and their Assistant, the Shop foreman and the Manager or his representative. The Safety Committee may discuss safety problems and make recommendations to the Committee.

Section 16.9. Fire extinguishers will be provided for all motorized equipment along with first aid kits. It shall be the duty of all equipment operators to see that the extinguishers and first aid kits are in place and in usable condition.

Section 16.10. All employees shall wear all safety equipment provided by the Commission at all times.

WAIVER

Section 17.1. 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 all proper subjects of collective bargaining, that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after free exercise of such rights and opportunities. Therefor, the 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 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 they negotiated or signed this Agreement.

DURATION OF AGREEMENT

Section 18.1. This Agreement shall become effective on November 9, 1983, and shall remain in full force and effect without change, addition or amendment until August 31, 1986, at 11:59 p.m., and shall automatically renew itself from year to year thereafter, provided, however, that either party hereto may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to August 31, 1986, which is the expiration date of this Agreement.

It is further provided that if either party should challenge this Agreement and the court findings determine a part of this Agreement to be invalid, this finding shall not affect the remainder of this contract.

IN WITNESS WHEREOF, the Union and the Commission have caused this Agreement to be executed in their names by their duly authorized representatives at Ionia, Michigan, this 16<sup>th</sup> day of February, 1984.

IONIA COUNTY ROAD COMMISSION

By: Lewis Harper

By: Eugene Cook

By: Ronald Thompson

By: B. Schul

GENERAL TEAMSTERS UNION, LOCAL 406  
affiliated with THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA

By: Duward Yarbey