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LABOR AGREEMENT

JANUARY 1, 1995 - DECEMBER 31, 1997

BETWEEN

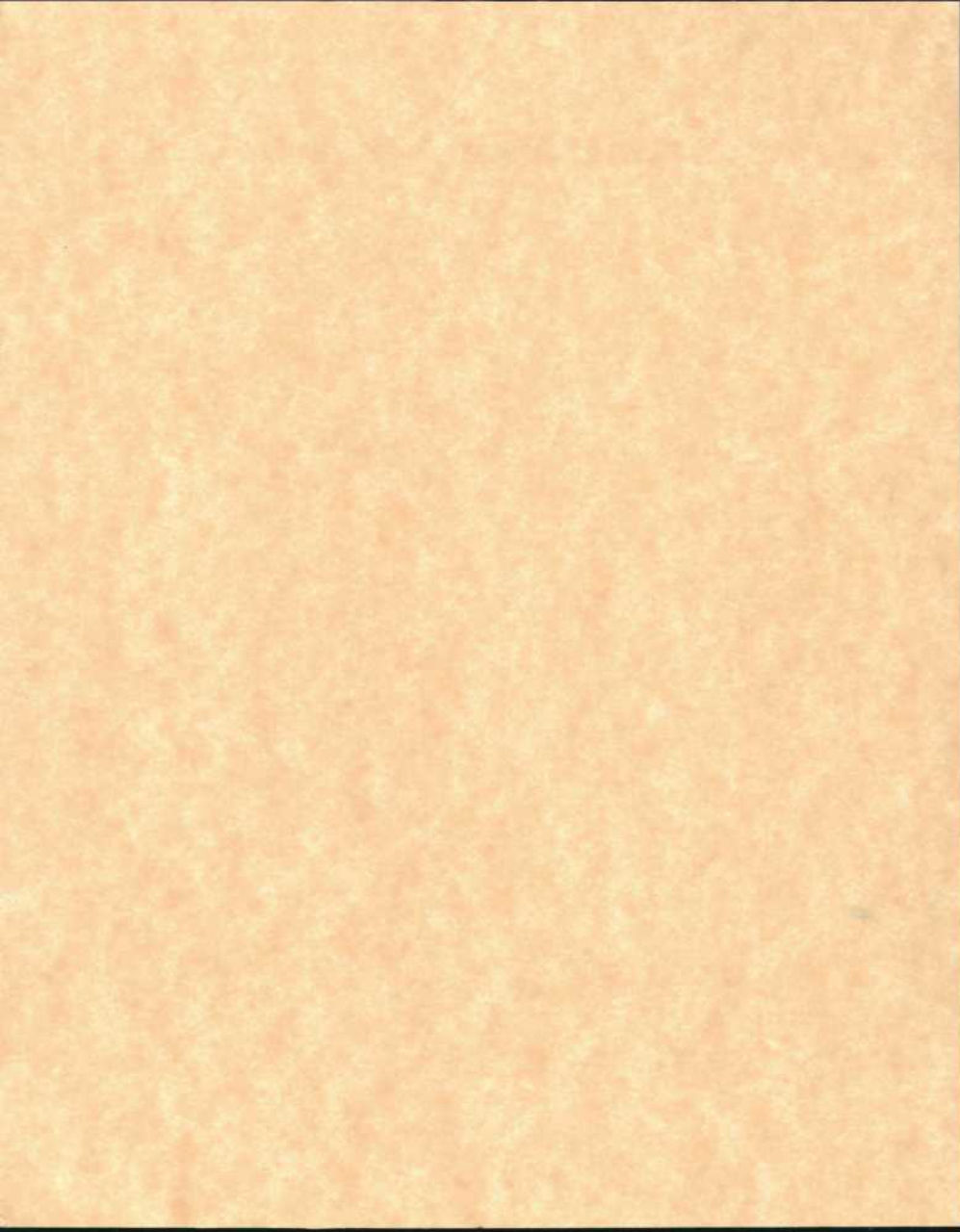
THE BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF MONTCALM

AND

THE MONTCALM COUNTY ROAD COMMISSION EMPLOYEES  
CHAPTER OF LOCAL 1071 AND MICHIGAN COUNCIL #25, AFSCME  
AFL-CIO

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*Montcalm County Road Commission*



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## A G R E E M E N T

THIS AGREEMENT entered into on this 16th day of November, 1994, between the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MONTCALM (hereinafter referred to as the Employer), and the MONTCALM COUNTY ROAD COMMISSION EMPLOYEES CHAPTER OF LOCAL 1071 and MICHIGAN COUNCIL #25, AFSCME, AFL-CIO (hereinafter referred to as the Union).

### WITNESSETH:

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

### ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the union as the sole and exclusive collective bargaining agent with regard to wages, hours, and other conditions of employment for all its regular full-time employees who occupy the classifications of laborers, truck drivers, sign crew leader, equipment operators, and mechanics, but excluding office and clerical employees, county highway engineer and engineering department employees, stock clerk, temporary and seasonal employees, employees whose wages are either totally or partially reimbursed from other sources, guards, supervisors as defined in the Act, and all other employees.

- (a) Seasonal employees shall be defined as any employee who works between May 1 and October 1 of any given year for the Employer.
- (b) A temporary employee shall be defined as any employee who is hired to perform a specific task for the Employer on an "as needed" basis, for a term not to exceed forty-five (45) days per year for each employee.

### ARTICLE II - NO DISCRIMINATION

The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, or political belief.

### ARTICLE III - UNION SECURITY

Section 1: Employees who, except for those covered by (a) below, as of the date of execution of this agreement, have completed their probationary period shall, as of the thirty-first (31st) day from the date of execution of this Agreement, as a condition of continued employment, either become members of the Union or cause to be paid to the union a representation fee equal to the monthly Union dues uniformly required of all Union members. Employees hired into the bargaining unit after the effective date of the Agreement shall, upon completion of their probationary period, become members of the Union or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members.

- (a) Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment except, that such employee shall be required, in lieu of paying the monthly Union dues uniformly required of Union members, to pay sums equal to such dues uniformly required of Union members to the American Cancer Society. However, the burden of proof of such tenets rests solely on the employee.

Section 2: During the term of this agreement, for those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer by the first day of the month, the monthly union dues and/or initiation fee or representation fee as designated by the Finance Officer of the Employer shall promptly remit said deduction to the Secretary-Treasurer of Michigan Council #25, AFSCME, along with a list of names of employees from whom dues have been deducted. The Secretary-Treasurer shall also receive a list of names and addresses of those who were added or dropped from the previous month's report. The union agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization form or by reason of the Employer's compliance with the provisions of this Article.

### ARTICLE IV - MANAGEMENT RIGHTS

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of the Agreement, all rights to manage, direct, and supervise the operations of the Employer and employees are vested solely and exclusively in the Employer. The employees recognize that the Commission retains the right to manage, however, in the event an employee feels he/she has a grievance, as defined in Section 1 of the grievance procedure, he/she shall have the right to process said grievance in accordance with the grievance procedure as outlined.

## ARTICLE V - SUBCONTRACTING

The Employer shall have the right to use outside contractors for the work which, in its judgement, it does not have the manpower, proper equipment, capacity or ability to perform or cannot perform on an economical basis. If the Employer exercises its right to subcontract out bargaining unit work in those classifications known as construction classifications and their subcontracting results in layoff of the bargaining unit employees, then said layoff employees shall retain recall rights for two (2) years after said layoff instead of the one (1) year specified in subsection (e) of Section, Article XIII. If the Employer exercises its right to subcontract out work in any of the maintenance classifications, it shall not directly result in the layoff of bargaining unit employees; however, it is understood and agreed that the present State Maintenance work is given to the Employer by the State and can be taken back by the State or given back to the State and this shall not be called subcontracting.

## ARTICLE VI - UNION ACTIVITIES

The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activities during working hours.

## ARTICLE VII - JOB BIDDING

Section 1: When the Employer determines that it is necessary to fill a new permanent job classification and/or township and that a permanent vacancy exists in an existing job classification and/or township, such vacancy shall be posted county-wide for a period of forty (40) regularly scheduled working hours, and during said period employees may bid on the vacancy by signing said posting. When a job is posted, management will notify absent employees so they will have an opportunity to sign said posting. When management is aware that a job will be opening and intends to fill that position, it will make every effort to post the job prior to the opening. However, when management is unable to post a position prior to the opening, it will post it within fifteen (15) calendar days of said opening. The job shall be awarded to the senior employee so bidding who, in management's judgment, has the basic job qualifications and appears to have the ability to readily learn to perform all aspects of the job. In the event there are no bidders for such vacancy; or if among those bidding therefore there are none who have the above-referred to qualifications, then the Employer shall be free to hire new employees to fill such jobs. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto as soon as is practical after the award is made. Employees awarded the job of equipment operator or mechanic shall be on a job trial period not to exceed one (1) calendar year commencing with their first actual day on the job. Employees awarded the job of truck driver shall be on a job

trial period not to exceed six (6) months commencing with their first actual day on the job. The purpose of the job trial period is to give the employee an opportunity to demonstrate that he/she has the ability, skills, and other attributes to satisfactorily perform all aspects of the job during the four (4) seasons of the year. In the event the employee is removed from the job during this job trial period he/she shall return to the job from which he/she bid; and if the job has been filled, the employee who filled that job shall be returned to the job from which he/she bid and so on until each employee who bid as a result of a given vacancy is returned to the job from which they bid.

- (a) Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less than his/her present job, under the bidding procedure during the next succeeding twelve (12) months.
- (b) Any employee who is removed from a job classification for which he/she had bid because of his/her inability to perform the requirements thereof, as above provided, shall be returned to the classification and garage from which he/she bid and shall be ineligible to bid for another job in the same job classification or a higher job classification during the twelve (12) month period following the date of the setback.
- (c) The job classification of sign crew leader shall be subject to the job bidding procedure above. However, it is understood and agreed that the Employer shall have the exclusive right to make the final selection as to which bidding employee, if any, shall be awarded the job.

#### ARTICLE VIII - TEMPORARY TRANSFERS

Section 1: The Employer shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another within a given garage to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absence and to cover for seasonally operated equipment or to make use of employees available time during seasons when their specific job or crew is not working. The Employer shall also have the right to temporarily transfer employees irrespective of their seniority status, except as stated below, to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed three (3) months, which period may be extended by mutual agreement between the Employer and the Union. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he/she is temporarily transferred and shall retain his/her seniority as defined by this agreement. If it is necessary to temporarily transfer employees from one garage to another for the reasons specified in this Section,



then the Employer will transfer the lowest seniority employee who has the ability and qualifications to perform the job to which he/she is to be transferred unless the Employer obtains a higher seniority volunteer.

- (a) If an employee is temporarily transferred for the Employer's convenience as provided in this section to a job classification for which the rate range is lower than the rate range for his/her regular job classification, his/her hourly rate of pay shall not be reduced.

#### ARTICLE IX - SCHEDULED WORK DAY AND WEEK

Section 1: The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive; however, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

- (a) The normal day shift shall commence at 7:00 a.m. and end at 3:30 p.m. unless employees are working the ten (10) hour per day schedule as outlined in Section 2 below. It is understood that for night patrol purposes there may be twenty-four (24) hour per day coverage.
- (b) The Commission may establish a second shift which normal work time shall be from 3:00 p.m. to 11:30 p.m. and/or a third shift which normal work time shall be from 10:30 p.m. to 7:00 a.m. If under normal circumstances the Commission decides to establish one or both of these shifts, it will give five (5) working days notice of the establishment of the shift(s) and request volunteers to man said shifts; however, if during emergency situations it becomes necessary to use a second and/or third shift, the Commission shall not be required to give the five-day notice and may establish shifts immediately. If it does not obtain the desired number of employees from the classifications needed, it shall assign the lowest seniority employees in the classifications needed to said shifts. Employees who are regularly scheduled to work the second or third shift shall receive a \$.15 per hour shift premium. This premium shall not apply to employees who are called into work on the second or third shift.

Section 2: It is understood and agreed that the Commission may, between May 1 and September 15 of any given year, establish a ten (10) hour per day and forty (40) hour per week work schedule. If the Commission elects to establish said four (4) ten (10) hour day plan, the following shall prevail:

- (a) The normal shift shall commence at 6:30 a.m. and end at 4:30 p.m. The normal work week shall be Monday through Thursday.

- (b) Time and one-half (1-1/2) an employee's regular straight time hourly rate of pay shall be paid for all authorized work performed in excess of ten (10) hours per day or forty (40) hours per week.
- (c) If an employee takes a sick leave or vacation day while working the ten (10) hour shift, he/she shall have ten (10) hours deducted from his/her sick leave or vacation bank.

Section 3: During the eight-hour work day period, employees shall be entitled to a thirty (30) minute unpaid lunch period at or near the midpoint of their shift. Employees working eight (8) hour shifts shall be entitled to a rest or break period of not to exceed ten (10) minutes duration from 9:00 a.m. to 9:10 a.m. During the 10-hour work day period, employees shall be entitled to a 15-minute paid lunch period at or near the midpoint of their shift. Employees working the summer ten (10) hour shift shall be entitled to an additional ten (10) minute rest or break period from 3:00 p.m. to 3:10 p.m. each day. It is understood and agreed that the timing of the break and/or lunch period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break or lunch period until the urgent or critical aspect of the job then being performed has been completed.

- (a) Employees shall be required to be a ready to start work at the start of their shift and shall be required to remain at work until the end of their shift or if working outside the garage they shall work until such time as they can reach the garage by quitting time.
- (b) Employees shall be required to take their breaks on the job site. Employees shall not use Commission equipment to journey to eating establishments at lunch.
- (c) Employees shall be allowed a five (5) minute wash-up period at the conclusion of their work day and prior to their lunch period.

Section 4: When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. If the Employer notifies an employee at or before the end of his regular shift on the preceding regularly scheduled working day before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime, unless the employee presents an excuse acceptable to management. Such overtime shall be worked by the operator of the specific equipment needed. If said operator is unavailable, then the senior employee in the classification capable of performing the work shall be used.

Section 5: Time and one-half (1-1/2) an employee's regular straight time hourly rate of pay shall be paid for all authorized work performed in excess of eight (8) hours per day or forty (40) hours per week. Paid holidays and paid vacation shall count as hours worked for the purposes of overtime.

Section 6: It is understood and agreed that the nature of the job duties and the responsibility to the citizens of the county require that all employees must be reasonably available to accept emergency calls to duty. If an employee is consistently unavailable to accept said emergency calls or refuses to respond to said calls, he/she shall be subject to discipline up to and including discharge.

Section 7: If an employee is reporting for overtime work, before or after regular hours and non-continuous with his/her regularly scheduled hours, he/she shall be guaranteed two (2) hours pay at the rate of time and one-half (1-1/2).

Section 8: UNSCHEDULED AND/OR CALL-IN OVERTIME - If the Employer determines that unscheduled overtime is required and if said unscheduled overtime can be performed by employees already working, who occupy the classification of the work to be performed, Irregardless of the garage from which said employees are working, the Employer may assign said overtime work to these working employees. However, if the Employer determines it is necessary to call in employees to perform the necessary overtime work, then the operator of the equipment needed shall be called first. If he/she is not available, the senior employee in the same job classifications, who has the ability to perform the work and who normally works out of the garage where the equipment needed is located, shall be called next. When an employee is called in to perform work at a time other than for which he had previously been scheduled, he/she shall receive pay at one and one-half (1-1/2) times his regular straight time hourly rate for all hours actually worked. This provision shall not apply to employees who are called prior to their normal starting time and fail to work all their regularly scheduled shift following said call-in. However, if an employee is called in prior to his/her normal starting time and continues to work his/her regular shift thereafter and the Employer terminates his/her regular shift prior to his/her normal quitting time, the employee shall receive time and one-half (1-1/2) his/her regular straight time hourly rate for all hours worked prior to his/her normal starting time.

Section 9: REPORTING PAY - An employee who reports for work at the start of his/her own regularly scheduled shift and is sent home because there is no work available for him/her, shall receive four (4) hours of pay for so reporting at the rate he/she would have received on his/her own job. If such employee is put to work, he/she shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not be applied when the failure to have work available for such reporting employee is due to causes beyond the control of the Employer, or due to the employee having

been bumped by a senior employee, nor shall it apply if the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four (4) hour period refuses to perform the same.

#### ARTICLE X - GRIEVANCES AND APPEAL PROCEDURE

Section 1: DEFINITION - A grievance shall be defined as any dispute, controversy, or difference between management and an employee or employees regarding the meaning, interpretation, or application of the express terms or provisions of this Agreement.

Section 2: An employee who believes he/she has a grievance must submit his/her complaint orally to his/her non-unit supervisor within five (5) regularly scheduled working days after the occurrence of the event upon which his/her complaint is based, or within five (5) regularly scheduled working days after the circumstances were such that the employee reasonably should have had knowledge of the occurrence of the event upon which the complaint is based. The supervisor shall give the employee a verbal answer within five (5) regularly scheduled working days after the complaint has been submitted to him/her. If the employee desires to have union representation present during the oral presentation of his/her grievance, he/she shall make arrangements to meet with his/her supervisor and steward during nonworking hours. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedures shall apply:

First Step: To be processed under this grievance procedure, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance, and must be presented to the Superintendent within five (5) regularly scheduled working days after the supervisor gives the employee his verbal answer. The Superintendent shall give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it, with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the Superintendent.

Second Step: If the grievance has not been settled in the first step, and if it is to be appealed to the second step, the grievant and his Union representative shall notify the Superintendent in writing within five (5) regularly scheduled working days after receipt of the Superintendent's first step answer of the desire to appeal to arbitration. If such written request is made, the party requesting arbitration shall secure a list of seven (7) arbitrators from the Michigan Employment Relations Commission. Once the list is secured, the parties shall meet and each party shall strike a name from the list alternately until there is only one (1) name

left and said person shall serve as arbitrator of the grievance. The arbitrator shall have no authority to add to, subtract from, or modify any of the provisions of this agreement or to rule on pension or insurance grievances. The decision of the arbitrator shall be final and binding on the parties. The expenses and fees of the arbitrator shall be borne by the party who loses the grievance. Failure to request arbitration within the five (5) day period shall be deemed to be a withdrawal of the grievance; and it will be considered as being settled on the basis of the Employer's last answer.

Section 3: Time limits at any step of the grievance procedure may be extended only by mutual written agreement. In the event the Employer fails or neglects to reply to a grievance at any step of the procedure within the specified time limit, the Union may process the grievance to the next step. In the event the Union or employee does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

Section 4: Whenever the words "working days" are used in this Article, it shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

#### ARTICLE XI - SUSPENSION AND DISCHARGE

Section 1: When the Employer determines it necessary to discharge or suspend an employee, it shall allow said employee to be represented by his steward at the time of suspension or discharge if the employee so requests. In addition, the Employer shall notify the employee of the reasons for suspension or discharge and shall confirm these reasons in writing as soon as practical.

Section 2: If the employee believes he/she has been unjustly discharged, he/she may protest his/her discharge by grieving said discharge provided he/she submits a written grievance within two (2) working days after said discharge. Grievances protesting suspensions or discharges shall be submitted at the first step of the grievance procedure.

#### ARTICLE XII - STRIKES AND LOCKOUTS

Section 1: The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2: Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the operations of the Employer may, at the discretion of the Employer, be subject to discharge.

#### ARTICLE XIII - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer, since which he/she has not quit, retired, or been discharged for the cause. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or from layoffs for lack of work except as hereinafter provided in Section 3 of this Article.

Section 2: All new employees shall be probationary employees until they have actually worked eight (8) months, from the first date of employment, for the Employer. However, health, dental, life, and disability insurances will become effective thirty (30) calendar days from the first date of employment. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated at the sole discretion of the Employer without regard to his/her relative length of service and without recourse to the grievance procedure. Upon the successful completion of his/her probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section 3: An employee's seniority and employment shall terminate:

- (a) If he/she quits, retires, or is discharged and said discharge is not reversed in the grievance procedure.
- (b) If following a layoff, he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) working days after a written notice sent by certified mail, return receipt requested, of such recall is sent to his/her last address on record with the Employer, or having notified the Employer of his/her intention to return, fails to do so within ten (10) working days after he/she notified the Employer of his/her intention to return.
- (c) If he/she is absent for three (3) consecutive working days without notifying his/her supervisor or the manager prior to or within such three (3) day period of a justifiable reason for such absence. It is understood that employees are expected to notify the Employer of their intended absence as

soon as possible, but not later than within the hour after the start of the shift from which they will be absent.

- (d) If he/she accepts new employment elsewhere while on a personal leave of absence or while drawing sick leave from the Commission or does not return to work immediately following the expiration of a leave of absence.
- (e) When he/she has been laid off for a continuous period of time in excess of one (1) year.

Section 4: Upon execution of this agreement, the Commission shall prepare an up-to-date seniority list containing the names, addresses, and job classifications of bargaining unit employees and provide the Chapter Chairman and Council #25 with a copy of said list. In addition, the Commission shall revise said list from time to time as new employees are hired or current employees terminate.

#### ARTICLE XIV - LAYOFF

Section 1: When the Commission determines it necessary to reduce the size of the work force or to eliminate a job classification, part-time, temporary, seasonal and probationary employees shall be laid off first. Thereafter, if it is further necessary to reduce the work force, the Commission shall select the classifications to be reduced and the employee or employees with the greatest amount of seniority in the classification or classifications to be reduced shall be offered the opportunity to take a layoff from employment, provided there are less senior employees in the classification who have the then present ability, skills, and other necessary attributes to satisfactorily perform the required work in such classification. If there are no senior employees who desire to be laid off from work within the classification, the employee or employees with the least amount of seniority shall be the ones removed therefrom provided the remaining employees have the present ability, skills, and other necessary attributes to satisfactorily perform the required work in such classification. The employee(s) removed from the job classification who has not been voluntarily removed therefrom, shall bump an employee with less seniority in another classification whose job he has the then present ability, skills, and other necessary attributes to satisfactorily perform. In bumping, under the provisions of this Section, the bumping employee shall be required to bump an employee with less seniority in the job classification into which he bumps.

Section 2: When recalling employees to work following a layoff, the senior employee on layoff status who can satisfactorily perform the available work with a minimum of trial or training will be the first recalled to work. If an employee has ever held a particular classification in the five (5) years immediately preceding the recall and was not removed it shall be presumed, for the purposes of this provision, that he/she can satisfactorily perform the available work

with a minimum of trial or training unless he/she has acquired a physical defect which prohibits performance. If under this section there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

Section 3: When circumstances are such that the Employer knows seven days in advance that a layoff will be necessary, it shall give affected employees at least seven calendar days notice.

#### ARTICLE XV - WORK PERFORMED BY SUPERVISORS

Section 1: It is understood and agreed that supervisory employees may perform bargaining unit work when and to the extent deemed necessary by the Employer if no employees are on layoff status. If employees are on layoff status and it becomes necessary to perform incidental maintenance work not to exceed eight (8) hours, the supervisor in the garage where the work occurs shall attempt to contact laid-off employees from that garage to perform said work. If the supervisor cannot contact said employees or if said employees cannot respond to the call to duty the supervisor shall have the right to get the necessary work performed in any manner management deems appropriate including subcontracting or supervisory employees performing the work. If the employees are on layoff status and it becomes necessary to perform maintenance work in excess of eight (8) hours, the Employer shall recall the necessary employees from layoff in accordance with the recall provision of the contract. However, if the Employer cannot get enough employees to respond to its immediate needs, the Employer may use supervisors or subcontractors to perform the work until enough employees report to work from layoff. It is further understood and agreed that the Employer may get emergency maintenance work performed in any manner it deems appropriate.

#### ARTICLE XVI - HOLIDAYS

Section 1: The Following days shall be recognized as holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the employee's birthday.

- (a) In addition to the specified holidays, each bargaining unit employee shall receive twenty (20) personal leave hours. The personal leave hours shall not be cumulative from year to year; and in order to receive said hours, the employee must request said hours at least forty-eight (48) hours in advance and must receive approval from his supervisor. Approval by the supervisor shall be contingent upon the operational needs of the Commission.
- (b) When a holiday occurs on a Saturday, the preceding Friday shall be celebrated as the holiday. When a holiday occurs on a Sunday, the following Monday shall be celebrated as the



holiday. If the birthday holiday occurs on one of the designated holidays, the day following the holiday shall be celebrated as the holiday.

Section 2: Qualified employees shall receive eight (8) or ten (10) hours of pay, depending on the work schedule at the time of the holiday, at their regular straight time hourly rate for each holiday or day celebrated as such.

Section 3: To qualify for holiday pay under this Article, an employee must be a full-time employee who has actually worked at least seven hundred twenty (720) hours for the Employer as of the time the holiday occurs and must have worked all of the scheduled hours the last work day before the holiday and the next day following such holiday except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during their regularly scheduled vacation or unless the employee presents an excuse which Management, in its sole discretion, accepts. When an eligible employee is required to work on any day celebrated as one of the above holidays, he/she shall be paid time and one-half (1-1/2) his/her straight time hourly rate for the hours so worked and shall receive the aforementioned applicable holiday pay in addition thereto.

#### ARTICLE XVII - SICK LEAVE

Section 1: The Employer shall provide short-term sickness and accident insurance on each employee which shall provide, after the first day of injury or the third day of illness, a weekly benefit based on sixty-six and two-thirds (66-2/3) percent of an employee's basic weekly earnings, adjusted to the nearest dollar, and not to exceed a maximum benefit of \$500 per week and payable for a maximum of fifty-two (52) weeks. Furthermore, the Employer shall provide long-term insurance on each employee which shall commence after the conclusion of the short-term sickness and accident insurance and which shall provide a weekly benefit based on sixty (60) percent of an employee's basic weekly earnings, adjusted to the nearest dollar, and not to exceed a maximum benefit of \$500 per week and payable for a maximum of one hundred four (104) weeks. Basic weekly earnings do not include bonuses, overtime pay, or commissions. This insurance coverage shall be available when an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his/her employment or work in the service of another employer or while acting in the capacity of a private contractor.

Section 2: Employees who, as of November 28, 1988, have accumulated unused sick leave days earned pursuant to the Employer's sick leave plan which existed prior to November 28, 1988, shall have said sick leave days placed in a frozen sick leave bank.

Section 3: Employees may use sick leave days from their frozen sick leave bank for the following purposes:

- (a) During the deductible period for any illness or injury covered by the Employer's sickness or accident insurance policy.
- (b) When an employee's absence from work is due to an on-the-job injury and said employee has exhausted his/her worker's compensation benefits or is not eligible for same.

Section 4: In order to qualify for sick leave payments from the employee's frozen sick leave bank, the employee must report to his/her supervisor not later than one-half (1/2) hour after his normal starting time on the first day of absence unless, in the judgment of the Employer, such reporting was impossible. Employees upon return to work must complete an application for sick leave form and said form must be signed by the employee's supervisor.

- (a) In order to qualify for sick leave payments from their frozen bank in excess of one (1) work day, employees shall furnish a doctor's certificate upon return to duty, if requested to do so by the Employer.
- (b) An employee who makes a false claim for paid sick leave or sickness and accident benefits shall be subject to discharge.

Section 5: If an employee retires pursuant to the Employer's retirement program or dies, the employee, or his/her estate, shall be entitled to payment of fifty (50) percent of his/her accumulated unused frozen sick leave hours not to exceed thirty (30) days payment, i.e., two hundred forty (240) hours.

Section 6: If an employee is discharged or quits, he/she shall not be entitled to payment of any portion of his accumulated sick leave hours from his/her frozen sick leave bank.

#### ARTICLE XVIII - FUNERAL LEAVE

Section 1: Regular employees who at the time have completed their probationary period, shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during their normal work week (Monday through Friday) not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee, for any other reason, would have been absent from work. Immediate family shall be defined as an employee's current spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, or any member of the employee's family who has resided in his/her household in excess of twelve (12) months. The three (3) days above referred to shall end not later than the day of the funeral, and to be eligible for such pay the

employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral, and if requested by the Employer, must present proof of death.

- (a) Subject to the terms and conditions specified above, employees will be allowed one (1) day with pay to attend the funeral of an employee's grandparent, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandparents-in-law.
- (b) If the funeral is held at a location in excess of one hundred (100) miles from Stanton, Michigan, an additional one (1) day of funeral leave shall be granted for travel.

#### ARTICLE XIX - LEAVES OF ABSENCE

Section 1: An employee who has completed his probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period not to exceed thirty (30) regularly scheduled working days in any calendar year, provided he/she obtains advance written permission from the Employer or its designated representative and can be spared from work for that purpose. Applications for such leave must be in writing on a form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer or to seek employment elsewhere and any employee who obtains a leave of absence by misrepresenting the purpose thereof shall be subject to disciplinary action.

Section 2: An employee who because of illness, accident, or pregnancy which is noncompensable under the Worker's Compensation Law is physically unable to report to work shall be given a leave of absence without pay and without loss of seniority for a period of not to exceed one (1) year, provided he/she promptly notifies the Employer of the necessity thereof, and provided further that he/she supplies the Employer with a certificate from a medical doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. The Employer may extend the leave for an additional year if the employee provides proof from a medical doctor of the necessity thereof.

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

Section 4: Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field training obligations and/or when called out due to temporary civil disorders or

emergencies provided such employees make written requests for such leaves of absence immediately upon receiving, or as soon thereafter as circumstances allow, their orders to report for such duty.

Section 5: Members of the Union selected to attend a labor convention or function of the Union will be given time off from work without pay under the following conditions:

- (1) Employee gives the Employer at least 30 days written notice.
- (2) The period requested does not exceed ten (10) working days per year.
- (3) No more than two (2) employees may go at any one time.

#### ARTICLE XX - JURY DUTY

Section 1: An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from his/her employment at the Commission on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay. The Employer's obligation to pay an employee for jury duty as provided herein is limited to a maximum of forty-five (45) days in any calendar year. In order to receive the payment above referred to, an employee must give his/her immediate supervisor prior notice that he/she has been summoned for such jury duty and the day for which he/she claims such payment. The provisions of this section are not applicable to an employee who, when excused from jury duty, does not report back to work if there are more than two (2) hours left in the employee's regular work day.

#### ARTICLE XXI - HOSPITALIZATION COVERAGE

Section 1: The Employer agrees to pay the full premium for Hospitalization Medical Coverage for the employee and his dependents as follows: Semi-private hospitalization and physical benefits provided by Blue Cross-Blue Shield Hospitalization Plan currently in effect, the Blue Cross "ML" Rider, five (\$5) dollar co-pay for prescriptions, and Vision A-80 Rider.

The Blue Cross-Blue Shield Hospitalization Plan shall be provided by the Commission at its expense for its retirees from the age of 60 to 65.

- (a) The Commission shall have the right to obtain the above-specified insurance from another insurance carrier or through self-insurance provided there is no reduction in overall benefit level.

Section 2: In the event a full-time employee becomes disabled or otherwise unavailable for work, either from job-related causes or other causes, Employer-provided insurance coverage shall be kept in full force and effect for the following time periods:

- (a) Life insurance premium to be paid by the Commission for a period of one (1) year after the injury or sickness first occurred.
- (b) Hospitalization insurance premium to be paid by the Commission for a period of not to exceed six (6) months after the injury or sickness first occurred.

Section 3: Effective January 1, 1995, or as soon thereafter as the Commission can reasonably acquire same, the Commission will increase the life insurance coverage to twenty thousand dollars (\$20,000).

Section 4: The Employer shall reimburse employees for proven dental expenses, not to exceed four hundred (\$400) dollars in any given contract year for the employee, employee's spouse, or dependent children under age 18. In order to be eligible for said dental reimbursement, the employee must fill out a dental reimbursement form which shall contain the employee's name, the date dental services were performed, the date payment was made to the dentist, the amount of said payment and must provide the original receipt of payment to the Employer. In addition, the form must be signed by the employee and the form shall require the employee to certify and attest that neither the employee or any member of his/her family, nor their treating dentist, is eligible to receive payment of any nature from any source for the amount requested and have not and will not receive payment from any other source for the requested amount. It is further understood that if any employee or member of the family, or any treating dentist receives payment from any source other than the Employer for any portion of the claimed expense, the employee will be subject to discipline up to and including discharge.

#### ARTICLE XXI - SAFETY

In order to more efficiently serve the citizens of Montcalm County, the Commission and the Union agree that the following safety measures should become operative in order to promote safety and efficiency among the employees.

- (a) Employees should report to their foreman any unsafe practice or dangerous condition when it becomes obvious to them that such a condition exists.
- (b) Fire extinguishers and first aid kits shall be provided for all motorized equipment. It is the duty of the operators of such equipment to inform the management that such extinguishers or first aid kits are not present or usable.

- (c) It shall be the policy of the Employer that no employee shall be required to drive a snow plowing machine for more than twelve (12) continuous hours without having the driver of such machine having relief.
- (d) No mechanic shall be assigned the task of working on any equipment when the same might be hazardous to the mechanic and when the mechanic is on duty in the garage alone.
- (e) It is recommended that during working hours all employees covered by this labor agreement should wear safety-type footwear.

#### ARTICLE XXIII - PENSION PLAN

Section 1: For the duration of this Agreement, the Employer agrees to continue the present retirement program in accordance with the terms and provisions prevailing immediately prior to the execution of this Agreement.

Section 2: Effective January 1, 1995, employees will contribute three percent (3.0%) of their annual total salary to the retirement plan.

#### ARTICLE XXIV - VACATIONS

Section 1: All regular full-time employees shall accumulate vacation in accordance with the following schedule:

- (a) Employees who, as of their anniversary date of employment, have completed one (1) but less than two (2) years of continuous service with the employer shall be entitled to five (5) days of vacation with pay.
- (b) Employees who, as of their anniversary date of employment, have completed two (2) years but less than ten (10) years of continuous service shall be entitled to ten (10) days of vacation with pay.
- (c) Employees who, as of the anniversary date of their employment, have completed ten (10) years but less than fifteen (15) years of continuous service shall be entitled to fifteen (15) days of vacation with pay.
- (d) Employees who, as of the anniversary date of their employment, have completed fifteen (15) years but less than twenty (20) years of continuous service shall be entitled to twenty (20) days of vacation with pay.
- (e) Employees who, as of the anniversary date of their employment, have completed twenty (20) years of continuous service shall be entitled to twenty-one (21) days of vacation with pay.

- (f) Employees who, as of the anniversary date of their employment, have completed twenty-one (21) years of continuous service shall be entitled to twenty-two (22) days of vacation with pay.
- (g) Employees who, as of the anniversary date of their employment, have completed twenty-two (22) years of continuous service shall be entitled to twenty-three (23) days of vacation with pay.
- (h) Employees who, as of the anniversary date of their employment, have completed twenty-three (23) years of continuous service shall be entitled to twenty-four (24) days of vacation with pay.
- (i) Employees who, as of the anniversary date of their employment, have completed twenty-four (24) or more years of continuous service shall be entitled to twenty-five (25) days of vacation with pay.

Section 2: A day of vacation pay as provided for in Section 1 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his vacation. To be eligible for any vacation or vacation pay, an employee must actually work one thousand seven hundred (1,700) hours for the Employer during the year. Vacation and holidays shall count as hours worked for purposes of this section. In the event an employee is unable to work due to a workers compensation disability, the hours spent on workers compensation, which shall be equal to forty (40) hours per week, shall count as hours worked for the purposes of this section.

Section 3: The Employer shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with the manpower and workload requirements as determined by the Employer. Vacation leave shall be granted in each garage giving preference to seniority employees. In the event two (2) or more employees desire the same vacation date, and it is determined by the Employer that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his/her vacation.

- (a) In the event an employee does not select a vacation period prior to April 1, he/she shall be permitted to select a vacation period from the remaining available dates. If two or more employees have failed to make selection by April 1, their selection shall be made on the basis of first come, first served.

Section 4: If an employee, who is otherwise eligible for vacation with pay quits or is discharged on or after the anniversary date upon which

he/she qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation pay for which he/she qualified as of such anniversary date. If an employee quits prior to the anniversary date upon which he/she would have qualified for a vacation with pay, he/she will receive a pro rata share of the vacation which he/she is eligible for. If an employee is discharged, he/she will not be entitled to any portion of the vacation pay for which he/she would have been qualified for on such anniversary date.

If an employee retires or terminates because he/she is medically unable to perform his/her job, said employee shall receive a pro rata share of the vacation to which he/she would have been entitled to as of his/her next anniversary date of hire.

Section 5: An employee may accumulate up to and carry over from year to year five (5) days of paid vacation. Employees shall not be allowed to take vacation time off a day at a time unless approved by their supervisor at least three (3) days in advance. The supervisor may waive the three (3) day requirement.

Section 6: Under no circumstances may an employee take "no time" (time off without pay) if he/she has accumulated vacation time in his/her vacation bank.

#### ARTICLE XXV - CLASSIFICATIONS AND HOURLY RATES

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

Section 2: If, during the life of this Agreement, a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within fifteen (15) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said fifteen (15) calendar day period, the rate range so assigned shall become permanent for the duration of this Agreement.

Section 3: It is understood and agreed that in return for the wages, fringe benefits, and working conditions specified in this Agreement, employees shall be required, as a condition of employment, to render a fair day's work for the Employer.



ARTICLE XXVI - GENERAL

Section 1: Appended hereto as Appendix B are the provisions with respect to causes for disciplinary action and/or discharge.

- (a) The Employer shall have the right to make such additional reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations, and after advance notice to the Union and the employees, to require compliance therewith. Any complaint relative to the reasonableness of any rule established after the date hereof may be considered as a grievance and subject to the grievance procedure in this contract.

Section 2: The Employer will provide a bulletin board in each garage upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 3: The Employer reserves the right to suspend or discharge employees who are not physically fit to perform their duties in a satisfactory manner. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical unfitness. If the employee disagrees with such doctor's findings, then the employee, at the Employer's expense, not to exceed the expense charged by the Commission's doctor, may obtain a physical examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor, mutually satisfactory to the Employer and the Union, shall give the employee a physical examination. The fee charged by the third doctor shall be paid by the Employer, and his findings shall be binding on the employee, Employer, and the Union.

- (a) If an employee is displaced pursuant to this Section, he/she shall have the right to exercise his/her seniority to replace the employee with the least seniority in any classification which work the medically displaced employee has the physical ability, qualifications, and attributes to perform in a satisfactory manner.

Section 4: The Employer recognizes the Union's right to appoint or elect one (1) steward from each garage and a Unit Chairman whose duties shall be to represent the employees within their jurisdiction in the grievance procedures as hereinafter provided. The Union shall inform the Employer of the names of the steward and the Unit Chairman, in writing, as soon as reasonably possible after their election or appointment.

Section 5: If an employee has his/her drivers license suspended or taken away, the Employer shall assign him/her work in a classification

where a drivers license is not required for up to one (1) year and the employee shall assume the rate of pay of the classification to which he/she is assigned.

Section 6: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any portion should be restrained by such tribunal pending of a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating only a mutually satisfactory replacement for such provision.

Section 7: No agreement or understanding contrary to this collective bargaining agreement nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only, and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, past practices, and arrangement heretofore existing.

Section 8: After the effective date of this agreement, should an hourly employee transfer to a salaried position, said employee shall have the right to transfer back into the bargaining unit with call-in overtime, job bidding, lay-off and recall seniority frozen at the time he/she left the bargaining unit; all other bargaining unit rights shall remain.

#### ARTICLE XXVII - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective January 1, 1995, and shall remain in full force and effective until 12:00 midnight on the 31st day of December 1997, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

The authorized representatives of the parties hereto have executed this Agreement in Stanton, Michigan, this 16th day of November 1994.

MICHIGAN COUNCIL #25, AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO

BOARD OF COUNTY ROAD  
COMMISSIONERS FOR THE  
COUNTY OF MONTCALM

Yave L. Parker  
Yave Parker, President

Dale Linton  
Dale Linton, Chairman

Carl Smith  
Carl Smith, Vice-President

Donald W. McCracken  
Donald McCracken-Vice Chair

Thane Erskin  
Thane Erskin, Secretary

Robert Brundage  
Robert Brundage, Member

APPENDIX A

**JOB CLASSIFICATIONS AND RATE RANGES**  
(For All Employees Hired Prior to January 1, 1988)

<u>Classification</u>	<u>Effective</u> <u>01/01/95</u>	<u>Effective</u> <u>01/01/96</u>	<u>Effective</u> <u>01/01/97</u>
Mechanic	\$12.67	\$13.04	\$13.41
Equipment Operator	12.42	12.79	13.16
Sign Crew Leader	12.37	12.74	13.11
Truck Driver	12.17	12.54	12.91
Laborer	9.97	10.34	10.71

New Employees' Rate: Any employee hired on or after January 1, 1988, shall receive an hourly rate of pay equal to seventy (70) percent of the regular rate for the job that he/she is regularly assigned to perform during that period of time consisting of his/her first twelve (12) months of active employment.

During that period of time consisting of such employee's second twelve (12) months of active employment, he/she shall receive an hourly rate of pay equal to eighty (80) percent of the regular rate for the job that he/she is regularly assigned to perform.

During that period of time consisting of such employee's third twelve (12) months of active employment, he/she shall receive an hourly rate of pay equal to ninety (90) percent of the regular rate for the job that he/she is regularly assigned to perform.

Beginning with the thirty-seventh (37th) month of active employment, such employee shall receive one hundred (100) percent of the regular rate for the job he/she is regularly assigned to perform.

APPENDIX B

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

- (a) Gross neglect of duty or refusal to comply with a supervisor's instructions unless such instructions are injurious to employee's safety or health.
- (b) Insubordination.
- (c) Immoral or indecent conduct.
- (d) Intentional falsification of Employer's records.
- (e) Knowingly marking the timecard of another, having one's timecard marked by another, or unauthorized altering of a timecard.
- (f) Theft or intentional destruction of Employer's or another employee's property or removal of county property from Employer's premises without authorization of the Employer.
- (g) Sleeping on the job.
- (h) Drinking or possessing any alcoholic beverage or controlled substance on Employer's time, premises, or equipment, or reporting for work while under the influence of alcoholic beverages or controlled substances.
- (i) Conviction of a felony while an employee of the Employer.
- (j) Deliberate or careless conduct endangering the safety of himself/herself or others.
- (k) Unreasonable number of wage assignments and/or garnishments. "Unreasonable" shall be deemed to mean two (2) within a twelve (12) month period.
- (l) Abusive, threatening, or coercive treatment of members of the public or a supervisor.
- (m) conviction of any moving traffic violation for which an employee receives six (6) or more points during a twelve (12) month period while driving the Employer's vehicles.
- (n) Absence from work for two (2) consecutive regularly scheduled working days without an excuse acceptable to the Employer.
- (o) Sabotage.

- (p) Permitting any person who is not an employee to enter or ride in a county vehicle without authorization of the Employer.
- (q) Failure to be available for emergency call to duty or failure to respond to said call.
- (r) Serious violation of a safety rule or safety practice.
- (s) Carelessness which necessitates the scrapping or repairing of Employer's equipment or property.
- (t) Any offense of equal magnitude to the above.

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

- (a) Late to work without an excuse acceptable to his/her supervisor.
- (b) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of supervision.
- (c) Smoking in unauthorized areas.
- (d) Abusive, threatening, or coercive treatment of another employee.
- (e) Minor violation of a safety rule or safety practice.
- (f) Failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
- (g) Creating or contributing to poor housekeeping in the buildings or equipment.
- (h) Vending, soliciting, or collecting contributions on the Employer's time or premises without written authorization from the Employer.
- (i) Posting, removing, or defacing any matter on the Employer's bulletin boards or property without authorization from the Employer.
- (j) Failure to attend meetings called during working hours by the Employer without an excuse acceptable to the Employer.

