

12-31-75

1975

A G R E E M E N T

THIS AGREEMENT made and entered into this 15th day of January 1975, by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF ALLEGAN COUNTY, ALLEGAN, MICHIGAN, hereinafter referred to as the "Board" and the ALLEGAN COUNTY ROAD COMMISSION EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association".

W I T N E S S E T H

WHEREAS, The Board has heretofore recognized the Association as the exclusive collective bargaining agent for the hourly-rated employees in the employ of said Board; and

WHEREAS, The parties desire to reduce their respective rights and responsibilities to writing, -

NOW THEREFORE, IT IS AGREED as follows:

ARTICLE 1. TERM OF AGREEMENT

This Agreement shall become effective on the 3rd day of January, 1975, and continue to be in full force and effect until December 31, 1975.

ARTICLE 2. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining agency for all hourly-rated employees designated in the job classifications shown in Schedule "A" of this Agreement in regard to wages, hours of employment and all other conditions of employment.

ARTICLE 3. MANAGEMENT

The Board shall maintain its full management functions including full and exclusive control, direction and supervision of operations and working forces. It shall have the right to change jobs, establish new jobs as required, change operating procedures, adjust work schedules, and perform all other functions necessary and incidental to the proper and efficient management of the Road Commission, subject to the terms of this agreement.

ARTICLE 4. JOB CLASSIFICATION AND RATES OF PAY

The hourly rates of pay for the various job classifications as listed in Schedule "A", which is made a part hereof, shall remain in effect during the term of this Agreement. In the event that the job classification procedures described as follows is approved, adjustments in individual hourly rates will be made as required.

Job Classification: Job Classification to be established by the following procedure:

- (a) The present Negotiating Committee is to meet with representatives of the Board to work out all of the details of Job Classification based on Schedule "E" attached. This is to include preparation of all of the Job descriptions and changes or additions to Schedule "E".
- (b) The entire proposal is to be presented to the Association Membership for a vote not later than April 1, 1975.

Allegan County Road Commissioners

- (c) If the vote on the proposal fails, the issue will be dead until January 1, 1976.
- (d) If the issue is approved, the Association will nominate its candidates for the Job Classification Committee. The Committee will begin work immediately to place all Association employees into the various Classifications.
- (e) Job Classification is to go into effect at the beginning of the first pay period after July 1, 1975.
- (f) The difference in hourly rate between Step No. 3 and Step No. 2 will be 5¢ or more and the difference in hourly rate between Step No. 2 and Step No. 1 will be 5¢ or more.

ARTICLE 5. ASSOCIATION SHOP

Section A. All hourly-rated workers presently employed by the Board shall, as a condition of continued employment, be and remain members in good standing in the Association during the period of this Agreement. All newly hired hourly-rated employees, after serving a 90 day probationary period, shall, as a condition of continued employment, become and remain members in good standing in said Association during the period of this Agreement.

Section B. The Board shall be authorized to deduct from the pay of each Association member such dues as may be directed by the Association; said dues shall be deducted once a month and delivered to the Treasurer of the Association on the last pay day of each month.

ARTICLE 6. WORK SCHEDULE, HOLIDAY PAY AND OVERTIME PAY

Section A. The daily shift period shall extend from 7:00 A.M. until 12:00 Noon and from 12:30 P.M. until 3:30 P.M. and shall continue in effect during the term of this Agreement, unless mutually changed by the parties hereto.

All employees shall be entitled to two (2) 15 minute "Coffee Breaks" during an 8-hour day. Under normal conditions these "breaks" will begin in the forenoon at 9:00 A.M. and end at 9:15 A.M., and begin in the afternoon at 2:30 P.M. and end at 2:45 P.M. However, any convenient 15 minute periods may be taken in the forenoon and in the afternoon so long as they do not cause a delay in the normal progress of the work. Employees are not authorized to leave the job-site, travel outside of the assigned working area or to stop at stores or coffee shops during these "breaks".

The above provisions pertaining to "Coffee Breaks" shall remain in effect during the term of this Agreement, unless the Job Classification procedure as described in Article 4 is approved. If Job Classification is accepted, the Afternoon Coffee Break shall be discontinued as of April 1, 1975.

Every employee must at all times be reasonably available for so long as is necessary, to perform work of an emergency nature caused by wind, water, snow, rain or other natural or man-made circumstances. Consistant unavailability or unreasonable refusal on the part of the employee to perform emergency work when requested to do so shall be considered grounds for suspension or discharge.

Section B. Employees who report for duty and who are unable to work because of inclement weather, will be allowed two hours pay, provided they remain on the job and are subject to immediate assignment during the said two-hour period.

In the event that an employee is called for emergency work after regular working hours, he shall be paid a minimum of two hours pay as set forth in "Schedule A".

Section C. The duration of the pay period during the term of this contract shall be two weeks, said payments to be made by check to the employees at 3:30 P.M. on the Friday following the last working day of said two-week pay period.

Section D. The following holidays shall be considered Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday after Thanksgiving Day, and Christmas Day. All eligible employees, as defined below, shall receive Holiday Pay of eight (8) hours at the regular hourly rate of their job Classification as set forth in Schedule "A" for the above listed holidays. In order to receive Holiday Pay an employee must work the scheduled work day before and the scheduled work day after the Paid Holiday, the only exceptions being those employees absent on vacation leave or sickleave.

If the above listed Paid Holidays fall on a Sunday, the following Monday will be considered the Paid Holiday. If the above listed Paid Holiday falls on a Saturday the immediate preceding Friday will be considered as the Paid Holiday.

Section E. Overtime Pay, in addition to an employee's regular hourly rate as set forth in Schedule "A", shall be paid as follows:

(a) For all hours worked over 8 hours in a single work day and over 40 hours in a single work week (Monday through Saturday) the rate of pay shall be one and one-half times the employee's hourly rate in effect during that day in which such additional work was performed.

Sickleave Days and Vacation Days, when used, and Paid Holidays shall be counted as part of the 40 hours work week.

(b) For all hours worked on a Sunday the rate of pay shall be two times the regular hourly rate.

(c) For all hours worked on a Paid Holiday the rate of pay shall be one and one-half times the regular hourly rate in addition to the Holiday Pay described in Section D of this Article.

ARTICLE 7. SICKLEAVE PAY & VACATION PAY

Section A. During the term of this agreement Regular Employees shall be entitled to one day of Sickleave Pay for each month of service. Such leave may be accrued to a maximum total of sixty (60) days. Regular Employees may have three (3) days of sickleave without a physician's certificate, but such a certificate will be required in cases where the sickleave exceeds three (3) days. All sickleave payments shall be subject to review by the Board and in the event of abuses, such payments shall be denied.

Section B. One (1) day of Sickleave Pay shall be considered as eight (8) hours at the employee's regular hourly rate at the time the Sickleave is taken.

Section C. Upon his retirement from employment with the Road Commission the employee will be paid an amount equivalent to one-half of the accrued Sickleave Days credited to him at such time. This amount to be computed on the basis of eight (8) hours per day at the employee's hourly rate at retirement. In the event of the employee's death before retirement, said payment as described shall be made to his surviving spouse, or designated beneficiary.

Section D. After an employee has reached the maximum allowable accumulation of sixty (60) days of Sickleave, he shall receive one (1) day of Vacation Pay for each two (2) days of Sickleave Pay earned in excess of sixty (60) days.

Section E. In the event of the death of a spouse, child, parent, spouse's parent, brother, sister, in-laws or grandparents of a regular employee, such employee may use his accumulated sickleave not to exceed three (3) days to attend to the duties in connection with the funeral. In the event that such employee has not accumulated any sickleave, or in the event that such employee wishes to attend the funeral of an individual not above enumerated, then Vacation Leave Days or Leave Without Pay may be used to attend said funeral.

Section F. A regular employee may use one (1) day of Sickleave, if he has it available, to attend the funeral of a Road Commission employee.

Section G. During the term of this agreement Regular Employees shall be entitled to one day of Vacation Pay for each month of service. Such leave may be accrued to a maximum of 36 days.

Section H. One (1) day of Vacation Pay shall be considered as eight (8) hours at the employees regular hourly rate at the time the vacation is taken.

Section I. An employee shall begin to earn Sickleave Days and Vacation Days beginning with the first month after he becomes a Regular Employee.

Section J. Requests for Vacation Days shall be made to the employee's Foreman. A minimum of one (1) day's advance notice for each day of Vacation shall be given by the employee. This requirement may be waived by the Board in cases of emergency.

Section K. In the event that an employee is off work as a result of an injury covered under Workmen's Compensation Insurance, he shall continue to earn Sickleave days and Vacation days and be paid for Paid Holidays during a period not to exceed one hundred-eighty (180) calendar days, beginning with the day of the injury. In the event that an employee is off work for any reason, other than the above stated, he shall continue to earn Sickleave days and Vacation days during a period not to exceed thirty (30) calendar days, beginning with his first day off.

Section L. Regular employees whose illness or injury is being covered by Workmen's Compensation may apply for Sickleave Pay or Vacation Pay only to the extent that the Sickleave or Vacation Pay added to the compensation benefits will provide him with his regular weekly wage. Since only full days of Sickleave Pay or Vacation Pay may be used, an amount slightly greater than the regular weekly wage may be received by such employee.

ARTICLE 8. LEAVE WITHOUT PAY, LEAVE OF ABSENCE, AND MILITARY LEAVE

Section A. Leave Without Pay. Leave Without Pay for a period of five (5) days may be granted by the Maintenance Superintendent

Section B. Leave of Absence. Upon written application to the Board setting forth the reasons for his request, an employee may be granted a Leave of Absence from his employment for a period up to sixty (60) days, such application shall be forwarded to the Board at least ten (10) days in advance of the time for the employee's departure from his job for the Board's consideration. In the event that the reasons enumerated in said application are not acceptable to the Board, such employee shall be notified in writing of the Board's decision. Assuming a position with another employer on a probationary or other basis shall not be considered a valid basis for such application.

Section C. Military Leave. Any regular employee who is required to serve in the Armed Forces of the United States will not lose his job classification as set forth in Schedule "A" as a result of his induction into the Military. It is further provided that such employee will not lose his seniority because of such service and that he will be entitled to the current hourly wage rate for his job classification upon his resumption of employment with the Board. Any Vacation Pay or Sickleave Pay accrued at the time of his induction into the Military may be used at the time he returns to employment with said Board.

ARTICLE 9. PROBATIONARY PERIOD AND SENIORITY.

Section A. Hourly-rated employees shall be designated as temporary employees, probationary employees, or regular employees. Temporary employees shall be defined as individuals employed on a seasonal basis. Probationary employees shall be defined as those individuals who are hired on a permanent basis, but who have been in the employ of the Board for a period of less than ninety (90) days. Regular employees shall be defined as individuals who are employed on a permanent basis and who have been in the employ of the Board for a period exceeding ninety (90) days.

Section B. Each new employee shall be considered a probationary employee for the first ninety (90) days after hire of his employment, and during this period will not be entitled to seniority. After satisfactory completion of the probationary period, seniority shall date from the beginning of such probationary period. During the probationary period, employees may be transferred, laid off, released or discharged in the Board's sole discretion, with or without cause and without respect to seniority. Such transfer, layoff, release or discharge shall be subject to the grievance procedure.

Section C. Any employee shall lose his seniority for the following reasons:

- (1) When an employee voluntarily terminates his employment;
- (2) When an employee is discharged for cause;
- (3) When an employee after lay-off fails to report for work within 48 hours after being notified by the Board, in writing, to report; and provided further, however; that if within said period of 48 hours he shall advise the Board that he will return within the further period of 48 hours, his job shall remain open for him to take at any time within said period of 96 hours;
- (4) When an employee fails to report cause of absence from work within five (5) working days unless such employee shows just cause for such failure for such absence;

- (5) If an employee falsifies his reasons for a leave of absence or if he engages in formal or gainful employment for another employer during his leave of absence;
- (6) If the employee falsifies his employment application;
- (7) If the employee refuses to take a physical examination at the Board's request and cost upon the completion of a medical leave of absence or upon the return to work from absence because of injury or illness.

Section D. The employer shall post a list of the employees arranged in order of their seniority and classification every six (6) months. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

ARTICLE 10. VACANCIES, PROMOTIONS AND TRANSFERS

Section A. For the purposes of this agreement a vacancy is defined as a permanent job opening which results from the creation of a new job within the classifications listed in Section B following, or the death, retirement, discharge, resignation, or permanent transfer of an employee who had been holding a job in the classifications listed in Section B following.

Section B. (a) The Board agrees to post a notice of any vacancy occurring in the job classification of district foreman, tree crew foreman, bridge crew foreman, equipment operator, underbody scraper truck operator, tank truck operator, tandem truck operator, mechanic, and special, seasonal or substitute equipment operators. Notices shall be posted in each one of the branch garages for a period of ten (10) working days. Any employee desiring to bid for the posted job shall make application in accordance with the terms of the notice and shall sign and submit his application within the time period stated.

(b) Employees who are absent during the posting period and who do not submit an application, shall have no claim for consideration for the job.

(c) In the event that no applications are received, or that none of the applicants is qualified for the job, the Board may hire a new employee for the job.

(d) Employees classified as "Engineering Technicians" may not apply for vacant positions in any other job classification without prior approval of the Board.

Section C. The following factors shall be considered in the selection of employees for filling vacancies described in Section B above - (1) Seniority. (2) Ability to do the work. (3) Performance and conduct in previous jobs, and (4) General condition of health and physical fitness. (Each of the factors to receive equal weight). (5) a minimum of two (2) working years remaining before probable retirement.

Section D. (a) The successful applicant for filling a vacancy listed in Section B above will be required to undergo a trial period of ten (10) working days in the case of Equipment Operator and thirty (30) days in the case of Foreman. At the end of the trial period the applicant will be reclassified in the new job classification, or rejected for the job, with the reasons for his rejection given in writing.

(b) In the event that the first selected applicant does not qualify for the job opening, any additional applicants for the job may be selected for a trial period under the conditions of Section C above.

(c) The Board may waive the requirement for a trial period, if the applicant is considered to have had sufficient prior experience.

(d) The beginning hourly rate in the new job classification and the length of time between additional hourly rate increases shall be stated in the Notice of Vacancy.

Section E. (a) An employee who has been awarded a new permanent job classification under the terms of Sections A through D above shall not be eligible to obtain any other promotion for a period of two (2) years beginning with the date of his permanent reclassification notice.

(b) The two (2) year time limitation shall not apply in the case of an employee transferring for reasons of health.

SECTION F. Any employee may, at any time, make a written application for the following job classification: Laborer. Such application shall be made on forms available at the office in Allegan. Applications shall be placed on file, and any job vacancies in the classification listed in this section shall be filled according to the seniority of the applicant. In transferring to the classification listed in this section an employee agrees to (1) work at the maximum hourly rate of the classification he transfers into; (2) report for work at the garage at which the vacancy occurs.

ARTICLE 11. RETIREMENT

Section A. Regular employees shall be entitled to retire with benefits as provided under the Michigan Municipal Employees Retirement System under Benefit Plan "C", a copy of said plan being attached hereto, designated Schedule "B", and made a part hereof.

ARTICLE 12. HOSPITALIZATION AND LIFE INSURANCE

Section A. The Board shall pay the entire premium for hospitalization and medical insurance coverage for all regular employees, their spouses, and their dependent children through 19 years of age.

Section B. The Board shall pay the entire premium for Life Insurance and Accidental Death and Dismemberment Insurance coverage for all regular employees.

Section C. The Insurance carriers for the coverage above described are the Michigan Hospital Service, Michigan Medical Service and the Phoenix Mutual Life Insurance Company. A list of the benefits available to regular employees and dependents being enumerated in Schedule "C" which is attached hereto and made a part hereof.

ARTICLE 13. LONGEVITY PAY

Section A. Regular employees with seven (7) or more years of service shall be entitled to receive each year a lump sum payment in an amount to be determined by the procedures and requirements set forth below:

Section B. The maximum amount that an eligible employee may receive shall be either 1%, 2%, 3% or 4% of the product of his regular hourly rate on September 1st of each year multiplied by 2,080 hours. The percentage to be used is based on length of service and is listed as follows:

After September 1st of each year, employees with more than 7 but less than 14 years of service--1%; employees with more than 14 but less than 21 years of service--2%; employees with more than 21 but less than 28 years of service--3%; employees with 28 years of service or more--4%.

Section C. In order to qualify for the maximum amount of the longevity pay he may be eligible for, an employee must have at least 1,775 hours of actual time on the job for the year ending September 1st.

Section D. In the event that an employee, who is eligible for longevity pay retires, is laid off, takes an extended leave of absence, is on military leave, or has an extended period of sickleave, his amount of longevity pay will be pro-rated on the basis of the number of on-the-job hours divided by 1,775 multiplied by the maximum amount he is eligible for.

Section E. Longevity payments will be made as a lump sum on or about December 15th of each year.

Section F. In the event that an eligible employee dies during the course of the year his spouse or designated beneficiary will receive any amount of longevity pay due him at the time of his death.

Section G. Eligible employees who are dismissed or resign before December 15th shall not receive longevity pay.

ARTICLE 14. DISCIPLINARY ACTION AND PENALTIES

Section A. No employee shall report for work in an intoxicated condition, use intoxicating beverages or narcotics during the work day. Any employee guilty of a first offense under this Section shall be suspended without pay, or vacation pay, for a period of five (5) working days. Any employee guilty of a second offense under this Section shall be discharged. In the event that the use of intoxicants or narcotics of any kind contributes to an accident involving personal injury or property damage, additional disciplinary measures may be taken by the Board.

Section B. In the event that an employee is absent from duty without leave and without notice to his Foreman, Superintendent, or to the County Engineer before 7:00 o'clock A.M. on the date of his absence, such employees may be suspended upon return to duty without pay, or vacation leave, for the same number of days as he was absent from his employment. Continued absence for a period of five (5) days or more, without proper notice, will be considered a proper basis for a discharge from employment with the Board.

Section C. Employees shall not engage in any form of horseplay during working hours. Horseplay shall be defined as prodding, wrestling, the throwing of tools, sticks and stones, or other activities similar in nature to those enumerated above. Any employee guilty of violation of this section may be suspended without pay for a period of one (1) to five (5) days.

Section D. Damage to or destruction of Road Commission property, or to property belonging to third parties, as a result of employee's negligence during the course of his work shall be considered grounds for disciplinary action. The penalty for this offense may be suspension without pay for from one (1) to fifteen (15) days, or dismissal in the case of willful or gross negligence.

Section E. All employees are expected to notify their immediate supervisor or the office in Allegan if they are required to leave their assigned job for any reason and check out before 3:30 P.M. or any other time set for quitting. An employee who fails to give proper notice of leaving the job early may be suspended for one (1) day without pay.

Section F. The Board shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of same to the Association, except that no warning notice need be given to any employee or the Association before he is discharged if the cause of such discharge is proven recklessness resulting in a major accident while on duty, conviction of a felony, dishonesty, drunkenness, drinking on the job, bringing intoxicating beverages on the premises, the carrying of unauthorized passengers while on the job. The warning notice as herein provided, shall not remain in effect for more than a period of one (1) year from the date of said warning notice. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done, an employee shall be reinstated, with back pay, up to 20 working days. A request by an employee for an investigation as to his discharge or suspension must be made by written request to the Board within five (5) working days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within fifteen (15) days and decision reached with twenty (20) days from the date of discharge or suspension.

ARTICLE 15. GRIEVANCE PROCEDURE

Section A. Should differences arise between the Board and the Association as to the meaning and application of the provisions of this Agreement, or should an employee believe that he has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, it shall be termed a grievance and attempts to settle such grievance shall be made in the following manner:

Section B. Grievances shall be presented on behalf of the employee by a steward duly appointed by the Association and recognized by the Board.

Section C. Such grievances shall be presented for settlement first to the Maintenance Superintendent to whom such employee is regularly assigned.

Section D. If the grievance is still not adjusted to the satisfaction of the employee, it shall be presented to the Engineer-Manager.

Section E. If the grievance is still not adjusted to the satisfaction of the employee, such employee shall make written application to the Board, including in such application the request for hearing; such application shall also include the names of any and all employees involved in said grievance, together with a complete description of the grievance or subject to be discussed with the Board.

Section F. Employees appearing before the Board at their own request shall do so on their own time.

Section G. Employees appearing on order of the Board shall be compensated at their regular hourly rate.

ARTICLE 16. LAY-OFFS

In the event it becomes necessary for the Board to lay off a number of employees, the individuals having the least amount of seniority shall be the first laid off. At such time as it is feasible to recall employees laid off pursuant to this section, those individuals with greatest amount of seniority shall be the first to be so recalled by the Board.

ARTICLE 17. AWARDS DINNER

In the afternoon of the last regular working day before Christmas the Board shall provide for an Awards Dinner for all employees. The purpose of this dinner meeting is to recognize meritorious achievement for on-the-job safety, safe driving and to honor retiring employees. At the conclusion of the meeting, and if weather conditions permit, all employees shall be excused from further work for that day and shall be authorized to receive a full eight (8) hours pay. If weather conditions require a return to work after the meeting, said work shall be compensated for at the employee's regular hourly rate.

ARTICLE 18. SPECIAL CLOTHING

(a) As part of their job requirements, mechanics and mechanic's helpers will be required to wear work uniforms while on duty.

(b) The Board will provide the uniforms and pay for the cost of their cleaning by contract through a commercial uniform service.

(c) Three sets of clean uniforms will be provided each week.

ARTICLE 19. REVIEW AND APPROVAL BY THIRD PARTIES

In the event that any part of this Agreement shall be declared null and void by a duly authorized state or federal agency, only that part so declared shall be changed, and the remainder of the contract shall remain in full force and effect.

ARTICLE 20 TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect until December 31, 1975, and thereafter shall continue to be in force from year to year unless either party hereto shall notify the other party, in writing, at least sixty (60) days prior to the end of the current term, or as the case may be, sixty (60) days prior to the end of any additional contract year of its intention to make changes in or terminate this agreement; such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered or certified mail to the other party.

This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF ALLEGAN COUNTY

By Paul Bayless
Chairman

By Willie Gibson
Vice-Chairman

By Francis Brown
Commissioner

Fredy Feik
Witness

Del Janke
Witness

ALLEGAN COUNTY ROAD COMMISSION
EMPLOYEE'S ASSOCIATION

By Alfred K. Kame
President

By Donald Berne
Vice-President

By Mary Jones
Treasurer

By Oale Truffelmire
Secretary

Fredy Feik
Witness

Del Janke
Witness

SCHEDULE "A"

JOB CLASSIFICATIONS AND HOURLY RATES OF PAY

Section A - Job Classification Maximum Rates of Pay Per
Hour beginning January 1, 1975

(1) Labor (including light equipment & all trucks up to and including 5 yards)	\$4.60
(2) Underbody Scraper Truck, Dustlayer Tank Truck and Tandem Axle Truck Operators	4.71
(3) Equipment Operator - Motor Grader, Tractor-Loader 2½ cu. yds., Bulldozer, Gradall, Self-loading Scraper, Brush Cutter, High-Ranger	4.87
(4) Garage Mechanic	4.87
(5) Welder	4.87
(6) Mechanic's Helper	4.71
(7) Stockroom Clerk	4.87
(8) Tree Crew Foreman, Bridge Crew Foreman and Sign Shop Foreman	4.92
(9) District Foreman	4.97
(10) Chief Mechanic	5.13
(11) Engineering Technician	4.75

Section B - Special and Seasonal Work Rates

(a) All hours worked in the Seasonal categories listed in items (1) thru (4) below will be paid at the rates listed as follows:

(1) Self-propelled Aggregate Spreader	\$4.87
(2) Pneumatic Tired Roller (Self-propelled)	4.87
(3) Steel Wheeled Roller	4.87
(4) Tailgate Paver	4.87

(b) All hours worked in the Special categories listed in items (5) thru (10) below will be paid at the additional rates listed as follows:

(5) Pressure Bituminous Distributor - 800 gallon capacity or more at 125° F or higher - Operator25
Driver15
(6) Tree Climbing20
(7) Jack Hammer operator20
(8) Acting District Foreman or Temporary Fore.10
(9) Gasoline & Diesel Fuel Delivery Truck20
(10) Substitute operators . . \$0.05 to \$0.27 (See Schedule "D")	

SCHEDULE "A" - Cont'd

(c) A minimum of four (4) hours of work must be performed under the Special and Seasonal categories listed in items (1) thru (10) above before such Special or Seasonal rates shall apply to the entire days work, except in the case of rain-out when the four hour minimum does not apply.

(d) The truck driver and the operator of the Bituminous Pressure Distributor in item (5) above will be allowed an additional \$0.25 per hour as a special clothing allowance.

Section C - Night Shift Work - Rates

(a) An additional five (5) cents per hour shall be paid to all employees whose regular, assigned work shift extends past 11:00 o'clock midnight. All other employees who are required to work after 11:00 o'clock midnight, because of an emergency situation, shall be paid at their regular hourly rate plus overtime, if applicable.

Section D - Rates of Pay - General

(a) Any employee may be required to perform hand labor or other work as assigned; however, if such work is assigned to him, he shall receive his regular hourly pay according to his job classification.

(b) Employees shall receive periodic hourly rate increases until they are at the prevailing rate for laborers within one year after commencing employment.

(c) All employees who are required to help repair their own equipment or in some cases other equipment, in the shop in Allegan shall be paid at the regular hourly rate of their classification while so engaged.

(d) All cold patching operations with cold mixes or emulsions will be compensated at regular hourly rates.

SCHEDULE "B"

RETIREMENT PROGRAM

Michigan Municipal Employee's Retirement System - Plan "C"

(Copies of this plan are on file in the office and are available
to each employee)

SCHEDULE "C"

HOSPITALIZATION AND LIFE INSURANCE PROGRAM

Michigan Hospital Service (Blue Cross) and Michigan Medical Service (Blue Shield)

Plan - MVF - 1

(Copies of this plan are on file in the office and are available
to each employee)

Phoenix Mutual Life Insurance Company

Employees

Life Insurance (24 hour coverage). \$2,500.00)
Accidental Death and Dismemberment (off the job only) \$2,500.00)

(Copies of this plan are on file in the office and are available
to each employee)

SCHEDULE "D"

WORK RULES

Section A - Acting Foreman

- (a) This assignment shall be considered a temporary assignment.
- (b) Any regular, hourly-rated employee, except a Foreman, may be appointed as Acting Foreman by the Maintenance Superintendent under whom he works.
- (c) The Maintenance Superintendent will notify the employee when his assignment as Acting Foreman begins and ends.
- (d) Acting Foreman shall receive 10¢ per hour over and above their basic hourly rate while in the position of Acting Foreman.
- (e) An employee may be appointed as an Acting Foreman for the following purposes:
 - (1) To act as District Foreman while the regular District Foreman is on vacation, sickleave, or his position is vacant.
 - (2) To act as Foreman on a Grade project.
 - (3) To act as Foreman on the sign, bridge, tree, blacktopping or any other special crew.
 - (4) In an emergency when no regular Foreman is available.

1. Acting District Foreman

- (a) The Acting District Foreman will be designated by the Maintenance Superintendent.
- (b) The Acting District Foreman will be required to perform all of the duties of the regular foreman, including the use of his radio equipped truck.

2. Acting Foreman on Grade Projects

- (a) Motor grader operators, in their own district, shall have first chance to be assigned to this job; however, if an operator lacks experience he should still be given first chance to learn grade work in his own district and other districts.
- (b) When an employee is appointed as Acting Foreman on a Grade Project, the following requirements and conditions shall apply:

- (1) He shall be in charge of the earth moving, grading and graveling operations.
- (2) He shall give instructions to all operators of hired equipment.
- (3) He shall keep track by daily totals of all of the amounts of materials, hauled or placed.
- (4) He shall sign all time tickets for hired equipment.
- (5) The project may be a construction or maintenance project but there must be at least two (2) other pieces of heavy earth moving equipment working on the project besides his own, either county or hired, or a combination.
- (6) He shall report to and take his orders from the Maintenance Superintendent, County Engineer, or Assistant Engineer.
- (7) If at all possible, there shall be two motor graders on a job, when there are two or more pieces of earth moving equipment (scrapers) in use.

3. Acting Foreman on a Special Crew

- (a) An employee may be called upon to be the Acting Foreman of one of the Tree Crews, The Sign Crew, the Bridge Crew, the Blacktopping Crew or any other special or emergency crew that might be established.
- (b) The Acting Foreman of any of the aforementioned crews would be required to perform all of the duties of the regular foreman of that crew or any other duties as may be assigned by the Superintendents.

SECTION B - Substitute Equipment Operators

- (a) It shall be the policy of the Board to provide for substitutes or "Back-up" operators for items of heavy equipment.
- (b) Substitute operators shall be selected in accordance with Article 10 of this Agreement.
- (c) The rate of pay for substitute operators shall be from 5¢ per hour to 27¢ per hour greater than their regular hourly rate depending on their proficiency.
- (d) Proficiency shall be determined by the Superintendent and the Engineer-Manager.
- (e) In no case shall the substitute operators hourly rate be greater than the regular rate for that piece of equipment.

SECTION C - DISTRICT FOREMAN OF BRANCH GARAGES

- (a) Unless otherwise notified, District Foreman at Branch Garages are required to be at the garage and available for telephone calls at 6:30 A.M.
- (b) The Foreman will be paid for this additional half hour of work, but they must be at the garage and available to receive instructions by telephone from their Superintendents.

SCHEDULE "E"

JOB CLASSIFICATION

(To become part of this Agreement only if approved by the Association not later than April 1, 1975)

SECTION A - JOB CLASSIFICATION RULES

(a) Procedure for Determining An Employee's Classification

The Job Classification Committee shall have the responsibility of establishing, reviewing and changing, if it so decides, the Job Classification of each individual employee. It shall use the following procedure in carrying out its assignment.

- (1) Consider an employee's written statement giving his reasons as to why he should be placed in a certain classification.
- (2) If an employee requests it, schedule time for an interview so that the employee may give his reasons in person for wanting to be placed in a certain classification.
- (3) Require the employee to take any written or on-the-job tests that it deems necessary to have him prove his proficiency.
- (4) Determine to what extent the employee meets the stated requirements of the job that he is requesting classification for.
- (5) By majority vote either reject or approve an employee's request for classification.
- (6) Notify the Employee, the Engineer-Manager, and the Allegan County Road Commission Employee's Association in writing of the approval or rejection of the classification he is requesting, and if rejected, give the reason or reasons for same.

(b) Requests for Classification in Review Other than by Employee.

- (1) The Engineer-Manager, acting for the Board, may request a review of any regular employee's job classification. Such request should be in writing and state a reason or reasons for the review. The Committee at its next regular meeting shall conduct the review and follow the same procedure as in the case of an Employee's request for a change of his classification.
- (2) The Committee, by motion of any of its members may review the classification of any regular employee. The reason for the review must be noted in the minutes of the Committee meeting. If the motion is supported, the Committee shall conduct the review and follow the same procedure as in the case of an Employee's request for a change of his classification.
- (3) The Allegan County Road Commission Employee's Association may not request the review of any individual employee's classification.

SCHEDULE "E" Cont'd

(c) Establishment of New or Additional Job Classification

- (1) New Job Classifications or the addition of new categories in existing Job Classifications shall be made only by approval of the Board and of the Association, and shall be made a part of the Agreement.
- (2) These changes may be made and placed in effect during the term of the agreement.
- (3) If either party does not agree to a proposed change, it may be considered as a bargaining issue at the next contract negotiating period.

JOB CLASSIFICATION COMMITTEE

SECTION B

(a) Members - Seven Member Committee

- (1) Management to be represented by:
 - (1) Maintenance Superintendent - West Side.
 - (2) Maintenance Superintendent - East Side.
 - (3) Equipment Superintendent.
(Alternate) The Engineer-Manager.
- (2) Employees:
 - (1) One Heavy Equipment Operator.
 - (2) One Mechanic.
 - (3) One Blade Truck Operator.
 - (4) One Foreman.
(Alternates) One employee from each of the above groups.

(b) Method of Selection

- (1) The Management Members will be on the Committee automatically because of the positions they hold.
- (2) The Employee Members will be determined as follows:
 - (1) The Association will provide the Board with a list of candidates with three names for each of the four positions.
 - (2) An employee must be in the same classification as the position he was nominated for.
 - (3) The Board will select one man for each of the four positions as the Regular Member, and one man as the Alternate Member.
 - (4) The Employee Members will hold their positions on a continuous basis, unless they are removed and replaced by a majority vote of the Association at its annual elections.

(c) Meetings - The Committee shall meet at least 4 times each year to review all requests for changes in employee classification.

SECTION C (CLASSES OF JOBS)

- (a) Heavy Equipment Operator - Level I
Heavy Equipment Operator - Level II
Heavy Equipment Operator - Level III
- (b) Mechanic - Level I
Mechanic - Level II
Mechanic - Level III
- (c) Foreman - Level I
Foreman - Level II
Foreman - Level III
- (d) Heavy Truck Operator - Level I)
Heavy Truck Operator - Level II) Semi-Tractor & Tandem Trucks
Heavy Truck Operator - Level III)
- (e) Underbody Scraper Truck Operator - Level I
Underbody Scraper Truck Operator - Level II
Underbody Scraper Truck Operator - Level III
- (f) Laborer - Including Light Truck and Light Equipment - Level I
Laborer - Including Light Truck and Light Equipment - Level II
Laborer - Including Light Truck and Light Equipment - Level III

SECTION D - JOB DESCRIPTIONS

To be determined no later than April 1, 1975.