

AGREEMENT

ANTRIM COUNTY ROAD COMMISSION

AND

LOCAL UNION NO. 214

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

July 1, 1986

Antrim County Road Commission

INDEX

	<u>Page No.</u>
Absence	8
Court and Funeral Leave	14
Deduction of Dues	3
Discharge or Suspension	5
Equipment, Accidents and Reports	12
Extra Contract Agreements	4
General	9
Grievance Procedure	6
Holidays	14
Insurance and Hospitalization	17
Limitation of Authority and Liability	8
Maintenance of Standards	9
Management	2
Military Service	13
Overtime and Hours of Work	20
Probation	3
Protection of Rights	9
Purpose and Intent	1
Recognition	1
Retirement	18
Seniority	4
Separability and Savings Clause	13
Sick Leave	16
Stewards	7
Subcontracting	4
Termination of Agreement	18
Vacations	15
Wages	3
Worker's Compensation	14
Schedule "A" - Overtime and Hours of Work	20
Schedule "B" - Wages	22

AGREEMENT

THIS AGREEMENT, made and entered effective as of the 1st day of July, 1986, by and between ANTRIM COUNTY ROAD COMMISSION (hereinafter referred to as the "Employer") and LOCAL UNION NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

PURPOSE AND INTENT. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

RECOGNITION - UNIT - SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "B".

Section 2. Pursuant to, and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below.

ALL PERMANENT HOURLY RATED EMPLOYEES

Excluding: Engineering Personnel, Office Clerks, Foremen and Supervisors.

Section 1. This recognition clause shall be construed to apply to employees and not to work.

Section 2. (a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs (a) and (b) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(d) If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

(e) When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

ARTICLE 2

MANAGEMENT

The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work including starting and quitting time and length of work week; to accomplish the reduction of the work force for efficiency purposes; and to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE 3

WAGES

Attached hereto and marked Schedule "B" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "B" further sets forth other details of employment. It is mutually agreed that said Schedule "B" and the contents hereof shall constitute a part of this Agreement.

ARTICLE 4

PROBATION

A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After ninety (90) days, the employee shall be placed on the regular seniority list. In case of discipline within the ninety (90) day period, the Employer shall notify the Local Union in writing.

ARTICLE 5

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 214 and pay such amount deducted to said Local 214; provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

Section 2. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the second pay period of the month and will be deducted monthly thereafter on the second pay period of the month. Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their pay checks.

Where an employee who is on check-off is not on the payroll during the week in which deduction is to be made or who has no earnings or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following month. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union in the same manner as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE 6

SUBCONTRACTING

The Employer has the right to contract and subcontract for matters relating to Road Commission operations. Provided, however, that no employee on the payroll as of July 1, 1986 will be laid off because of contracted or subcontracted work.

ARTICLE 7

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement.

ARTICLE 8

SENIORITY

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, employees must have the ability to do the available work. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

Seniority in the District shall be exercised for bids selecting vacations. In the event of a reduction of force or re-employment, seniority shall be exercised County-wide. The Chief Steward shall be the last employee laid off.

Section 2. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

Section 3. Seniority shall be broken only by discharge, voluntary quit or layoff for a period of more than two years, or if he is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer.

Section 4. In the event of a layoff, an employee so laid off shall be given notice of recall to work, mailed to his last known address by registered mail. In the event the employee fails to respond within 72 hours or fails to make himself available for work at the end of two weeks, he shall lose all seniority rights under this Agreement.

Section 5. In each district, employees in the district shall be represented by one Steward who shall be a regular employee and working in the district. During overtime periods or week-end work the Steward or Alternate Steward, as the case may be, shall be called for work after the fourth bargaining unit employee has been called in to work, provided there is work scheduled in his district that the Steward or Alternate Steward can do and provided he is experienced in the required work.

Section 6. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion, and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE 9

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Steward, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 10 hereof.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-ups of equipment, slow-downs, walkouts or any other cessation of work through the use of any method of lockout or legal proceedings.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, every effort shall be made to adjust the same in an amicable manner between the Employer and the Union promptly through the following steps:

Step 1. By conference between the aggrieved employee and his foreman. The employee may at his request have the Steward participate in the conference with the foreman. In the event the grievance is not resolved in this matter, it shall be the responsibility of the aggrieved employee to reduce the grievance to writing and submit it to the Employer on the regular grievance form provided by the local union within five (5) working days of the occurrence giving rise to the alleged grievance.

Step 2. Within ten (10) days after a written grievance shall be presented to the Employer, the Union Steward, the business agent and the Employer's engineer-manager shall meet and attempt to resolve the grievance. The aggrieved employee and the foreman involved may be present at the request of either party.

Step 3. If the grievance is not resolved in the Step 2 meeting, the matter shall be submitted to the Road Commission at its next regular meeting. The Commission shall provide its answer in writing to the Union within five (5) days following the meeting.

Step 4. In the event the grievance is not settled at Step 3, the Union may, by written notice to the Employer within five (5) days following the response at Step 3, request the services of the Michigan Employment Relations Commission to attempt to resolve the dispute.

Step 5. If the grievance has not been resolved, the Union may, at its election, within five (5) days following the written disposition at Step 3 or within five (5) days of any mediation meeting called pursuant to Step 4, request arbitration. The parties shall within ten (10) days following such notice attempt to agree upon a single arbitrator. In the event the parties are unable to mutually agree within the ten (10) days, the parties shall select an arbitrator through the Michigan Employment Relations Commission in accordance with its procedures.

Failure to submit to arbitration upon request made as provided in this Article shall result in forfeiture of all rights provided by this Agreement. Arbitration costs shall be shared equally by both parties. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, or to declare any provision of this Agreement illegal.

The parties may by written agreement eliminate steps or extend the time limits provided in the foregoing grievance procedure.

ARTICLE 11

STEWARDS

The Employer recognizes the right of the Local Union to designate a Job Steward and Alternate in each District. Employees in each District shall be represented by a Steward who must be a regular employee and working in the District. One Steward shall also be the Chief Steward. The authority of Job Steward and Alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:

- (a) have been reduced to writing; or,

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The Stewards, during working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having advised their foreman of same. The foreman will grant permission and provide sufficient time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse will be a proper subject for an Employer grievance.

It is further agreed that in all cases of any unauthorized strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is

specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

The authority of the Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform in this Agreement.

ARTICLE 12

ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights. Any leave of absence taken shall be deducted from the vacation credits of the employee taking such leave.

Section 2. At the discretion of the Employer, reasonable time off without discrimination or loss of seniority rights and without pay, will be granted to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 3. The employee will make suitable arrangements for continuation of health and welfare and pension payments before leave is approved.

ARTICLE 13

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever, without the expressed approval of the Executive Board of the Local Union through its

President. The Union shall not be liable for any such activities, unless expressly so authorized.

Section 2. Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article 10 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 14

PROTECTION OF RIGHTS

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's place of business, except in case of emergency.

Section 2. Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to Step 3 of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE 15

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime, differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provision for improvement is made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 16

GENERAL

Section 1. Authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer

pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. The Employer shall pay every two weeks on Friday. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4. Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

Section 5. The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union label.

Section 6. The Employer shall furnish the following equipment and clothing to employees:

(a) One pair of coveralls per year to each employee, or the equivalent allowance toward rental expense.

(b) Thirty-five dollars (\$35.00) once per season in lieu of providing shoes, and coveralls as needed, to each employee assigned to the distributor spray bar.

(c) One pair of safety glasses, with or without prescription, will be provided to each employee during the life of this contract, of a type determined by the Employer. Lens replacement will also be provided as needed and as approved by the Employer, on the employee's own time. Eye examination costs will not be paid by the Employer.

(d) Rain coats and hats, boots and safety equipment will be furnished at the discretion of the Employer.

(e) For those employees permanently in the mechanic's classification, the Employer will pay the expense of rental or cleaning of two changes of uniforms per week.

Section 7. Where new types of equipment for which rates of pay are not established by this Agreement are put into use within operations covered by this contract, rates governing such operations covered by this contract shall be subject to negotiations between the parties. If the parties cannot agree, the Employer shall establish a rate and the Union may proceed under the Grievance procedure. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 8. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official

Union notices are to be posted and must have the signatures of the Union Business Representative or the Shop Steward.

Section 9. When an employee is required by the Employer to provide his own transportation to and from a job location, he shall receive an allowance of twenty (20) cents per mile.

Section 10. Employees in the bargaining unit may be transferred into another district when in the opinion of the Employer and the Union the best interest of the employee, Employer, Union and the public will be served.

Section 11. Employees are transferable from job to job by their immediate supervisor, based on the availability of work and skills of employee.

Section 12. In the event of such transfer the employee will carry full seniority from the district transferred from to the new district transferred to.

Section 13. Vacancies occurring in any position in the bargaining unit in any district shall be posted on the bulletin board of each district for not less than three (3) days. The successful bidder will be notified, and the notice will be posted within seven (7) days. Positions of welders or mechanics are not open for bidding, but will be filled at the discretion of the Employer.

Section 14. Vacancies will be filled according to seniority, if all other matters, such as ability and physical qualifications, are equal in the opinion of the Employer and the Union. Bids within the particular district involved will be given preference.

Section 15. The successful bidder shall be given a probationary period of not to exceed sixty (60) days to qualify on the job. The employee will receive the top rate of the classification. In the event the employee cannot qualify, he shall be returned to his former position and his former rate of pay.

Section 16. When employees are temporarily required to work in a classification other than their own, they shall be paid for such work as follows:

- (a) Employees temporarily assigned to work in a lower classification will be paid at their own classification rate;
- (b) Employees temporarily assigned to work in the Truck Operator classification will be paid at their own classification rate or the Truck Operator rate, whichever is higher;
- (c) Employees temporarily assigned to work in the Heavy Equipment Operator classification will be paid the Heavy Equipment Operator rate.

Employees working in a classification for which they would qualify for a higher rate must work in that classification for at least four (4) hours to be eligible for the higher rate, which higher rate shall be paid for the total number of hours worked that day.

Section 17. The Employer will reserve the right to hire from outside, if, in the opinion of the Employer, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

Section 18. The Employer reserves the right to fill temporary or seasonal assignments without following the bidding procedure for a period of three (3) months.

Section 19. The Employer agrees that it will not replace regular employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in cases of emergencies.

In case of emergency, a supervisor working outside the bargaining unit may not work more than thirty (30) minutes at unit work.

Section 20. New employees hired on a permanent hourly basis as laborers will become eligible for reclassification to truck drivers after one (1) year of employment with the Road Commission.

Section 21. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or bring any other legal or administrative action against the other, until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made, and the said party, after actual notice of same, shall, within a reasonable time, not to exceed two weeks, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 22. Matters not specifically covered by this contract shall be negotiated and made a supplement by mutual agreement.

Section 23. The Employer will recognize one (1) credit union to be used by employees for payroll savings deductions, after appropriate authorization for such deduction has been furnished by the employee.

ARTICLE 17

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of

work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up under the Grievance procedure.

ARTICLE 18

MILITARY SERVICE

With respect to rights of former employees returning from military service, the Company and the Union agree to abide by the terms of the Selective Service Training Act or any other similar act in effect.

ARTICLE 19

SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 20

COURT AND FUNERAL LEAVE

Section 1. Any employee involved in an accident while on duty who is subpoenaed or who is required by the Employer to attend court shall suffer no loss in pay.

Section 2. Any employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay. In order to qualify for such pay, the employee shall produce his receipt from the Court for such jury pay and shall promptly report for work when he is not actually serving on jury duty.

Section 3. Any employee will be paid for three (3) days' absence in the case of a death of his immediate family. Immediate family means father, mother, sister, brother, child, wife or husband, mother-in-law and father-in-law. This is in addition to vacation and sick leave time.

ARTICLE 21

WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

ARTICLE 22

HOLIDAYS

All regular, non-probationary employees will be eligible to receive holiday pay under the following regulations:

Section 1. Employees will be paid their current rate based on the hours scheduled in the normal work day at the time of the holiday at straight time rates.

Section 2. Paid holidays are designated as:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veteran's Day (as observed by the State of Michigan)
Thanksgiving Day
December 24
Christmas Day

Section 3. The employee must work the preceding work day before a holiday and the succeeding work day after a holiday or be on approved leave. Otherwise, no holiday pay will be granted.

Section 4. Employees working on an approved holiday will be paid for hours worked at the rate of one and one-half (1-1/2) times his regular rate, in addition to holiday pay.

Section 5. Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday, and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 6. No Union employee shall be required to work on Labor Day, except in case of emergency.

Section 7. Holidays recognized by Section 2 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

ARTICLE 23

VACATIONS

Section 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

(a) Employees qualifying for vacation on July 1 shall receive one (1) week vacation for one (1) year's service, two (2) weeks vacation for three (3) year's service, three (3) weeks vacation for ten (10) year's service, and four (4) weeks vacation for fifteen (15) year's service.

(b) Employees who have not completed one year and employees qualifying for increased vacation credits in the year preceding each July 1 shall be granted a portion of a week vacation, or a portion of an additional week vacation, prorated to the nearest whole day, based on that portion of a whole year worked as of July 1.

Section 2. Employees who lost time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

Section 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 4. In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for the unused vacation days which have accumulated to his credit, provided that in the case of resignation, the employee shall be paid only for unused vacation days accrued as of the last July 1. In the case of retirement, death or entering military service, the employee shall be paid in addition on a pro rata monthly basis based on work since the last July 1.

Section 5. The Employer shall establish the available vacation periods for each District. Vacation schedules will be worked out as far in advance as possible. Seniority shall be the main consideration in considering preference for vacation requests within the District, provided that the Employer reserves the right to limit the number of employees on vacation at any given time.

Section 6. Vacations may be taken one or more days at a time, provided that at least two (2) working days notice is given to the Employer, and provided further that this arrangement shall be on a one (1) year trial basis, which may be extended by mutual agreement of the parties. Vacations may be split into one or more weeks, but only with one preference, provided such scheduling does not drastically interfere with the operation.

Section 7. Employees absent for more than one (1) month for other than on-the-job disability will earn a vacation day for the first month only, and his vacation then will be figured on a pro rata monthly basis upon his return to work.

ARTICLE 24

SICK LEAVE

Section 1. Employees shall be eligible to receive sick leave at the rate of one (1) day for each full month of employment, in accordance with past practice. New employees are first eligible for sick leave at the end of one (1) year from date of hire, are then credited with twelve (12) days and accumulate at the rate of one (1) day per month thereafter. Sick leave as accumulated will be carried over and continued under this Agreement.

Section 2. Sick leave may be accumulated to forty-eight (48) days only.

Section 3. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

(a) Acute personal illness or incapacity over which the employee has no reasonable control.

(b) Absence from work because of exposure to contagious disease, which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

(c) Sick leave for medical or dental extractions for which treatment shall be taken in not less than one day.

Section 4. Sick leave will be authorized when an employee is taken ill on the job.

Section 5. Sick leave pay shall be reduced by the amount of insurance or worker's compensation benefits payable at the Employer's

expense, such that an employee will receive a sum equal to, but not exceeding straight time regular pay.

Section 6. An employee, using sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

Section 7. An employee, absent for more than one (1) month, due to injury or illness, will earn a sick leave day for the first month only.

Section 8. Each foreman shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give prompt and daily notification to his foreman of the necessity for taking sick leave. Notification must be given before the beginning of the regular shift of the employee requesting sick leave. He shall refuse to allow sick leave where, in his judgment, there is insufficient evidence to support the employee's claim, or where he believes the employee has not exercised reasonable effort to promptly notify him of his absence. A doctor's report may be requested and must be submitted by the employee if such leave time is abused. Otherwise, no sick leave will be granted.

Section 9. A record will be maintained of sick leave days accumulating in excess of forty-eight (48) days. On July 1 of each year, employees shall have the option of one of the following:

(a) An employee may receive cash payment for one-half of the sick leave days accumulated in excess of forty-eight (48). Such payment shall be based upon the employee's rate and regular work in the last full week prior to July 1. If the employee has regular work days of varying hours within the work week at the time of payment, payment shall be based upon the average hours in the work day within the week.

(b) In lieu of such cash payment, an employee may accumulate a second sick leave bank for those days accumulated in excess of forty-eight (48) days, such second sick leave bank not to exceed twelve (12) days. However, sick days shall be used from the original bank of forty-eight (48) days before the second bank is used.

Section 10. In the case of retirement, death or entering military service before July 1, an employee shall be paid one-half (1/2) of accumulated sick leave in excess of forty-eight (48) days.

ARTICLE 25

INSURANCE AND HOSPITALIZATION

The Employer agrees to pay the full premium for regular, full-time employees after six (6) months for insurance as follows:

Life	\$5,000.00
Sickness and Accident up to twenty-six (26) weeks	\$60.00 weekly

The Employer makes available a Blue Cross-Blue Shield MVF Plan, Ward C, Group Hospital and Medical Coverage to all employees other than temporary or seasonal employees. The Employer will pay the full premium for the employee, his wife and dependent children up to the age of nineteen (19). Participation in this plan requires properly signed authorization forms for each employee. Effective date of coverage for new employees will be in accord with Blue Cross-Blue Shield provisions.

The Employer will also provide a Prescription Drug Plan (\$2.00 deductible) through Blue Cross-Blue Shield.

The Employer will pay the premiums for said Blue Cross-Blue Shield and Life Insurance coverage, to the end of the month in which an employee is laid off. Thereafter, during such lay-off, the individual may continue to participate in such insurance at his own expense to the extent allowed by the insurance carriers.

ARTICLE 26

RETIREMENT

The Employer is a member of the Michigan Municipal Employees Retirement System (MMERS), and all full-time employees will become members of this retirement plan. Employee payments are made by payroll deduction.

Benefit Program B-1 of MMERS shall be effective under this contract effective July 1, 1986.

Commencing July 1, 1986 the employee shall contribute to the plan three percent (3%) of his wages. Commencing July 1, 1987 the employee shall contribute to the plan two percent (2%) of his wages. Commencing July 1, 1988 all contributions to said plan shall be paid by the Employer.

Any retiree, to the extent the carrier allows, may pay the group rate for such Blue Cross-Blue Shield benefits as he selects, provided he pays the applicable premiums in advance.

ARTICLE 27

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 1986 to and including July 1, 1989, and shall continue in full force and effect from year to year thereafter unless written notice of

desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to July 1, 1989, or any such period of any subsequent Contract year, advising that the party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

BOARD OF COUNTY ROAD
COMMISSIONERS OF ANTRIM
COUNTY, MICHIGAN

LOCAL UNION NO. 214 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

By Arthur Bechl 10-21-86

Harold Nyland 10-21-86

By Gene Grey 10/6/86

Victor Schuba 10-21-86

Edward A. Long 10-9-86

Ralph Jones 10/9/86

SCHEDULE "A"

OVERTIME AND HOURS OF WORK

Section 1. The regular work week shall be eight (8) hours a day, Monday through Friday. The work day shall commence at 7:00 A.M. and end at 3:30 P.M., with a one-half (1/2) hour lunch period. The Employer reserves the right to change starting and quitting times of the regular work day if such change does not exceed one (1) hour from the regular work day scheduled above, and will notify all employees and the Union one (1) week in advance of any change.

Section 2. Those employees regularly employed on the night shift will have a work day schedule assigned in a manner such that each employee will be paid for regularly scheduled hours in an amount at least equal to his pay for forty (40) hours straight time and four (4) hours overtime.

Section 3. Overtime pay will be one and one-half (1-1/2) times the rate for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, whichever is the greater.

Section 4. Time and one-half (1-1/2) will be paid for all hours worked on Saturday, Sunday and Holidays.

Section 5. An employee reporting for emergency duty shall be guaranteed four (4) hours work or pay at the rate called for in this Agreement.

Section 6. Seniority in a district shall prevail in the distribution of emergency duty overtime work on a rotating basis among all classifications, provided that such employees have the ability to operate equipment and to do the work necessary for the job.

The senior employee in the district shall be offered the overtime first, and thereafter the next senior person until the crew is assembled. Employees offered overtime and refusing such overtime shall be charged with the number of hours worked only for the purposes of equalization of overtime work.

In the event a crew cannot be assembled after the last senior employee is called, then employees will be called in inverse order of seniority, and employees must report for duty until a crew is assembled.

This section shall exclude the classifications of custodians and mechanics. Overtime work for mechanics shall be rotated among those employees in the mechanical division of each district.

Employees who regularly operate motor graders and rotary snow plows will normally be assigned overtime work on such equipment. However, their overtime hours will be recorded, and they will not be

assigned overtime work on other equipment if their overtime hours exceed that of other employees who can operate such other equipment.

Section 7. Overtime work will be permitted only when authorized by a foreman.

SCHEDULE "B"

WAGES

<u>Classification</u>	<u>Rate Effective</u>		
	<u>7/1/86</u>	<u>7/1/87</u>	<u>7/1/88</u>
Head Mechanic	\$ 9.36	\$ 9.66	\$ 9.96
Mechanic	8.86	9.16	9.46
Ass't Mechanic - days	8.60	8.90	9.20
Ass't Mechanic - nights	8.50	8.80	9.10
Heavy Equipment Operator	8.68	8.98	9.28
Truck Operator	8.50	8.80	9.10
Laborer	8.30	8.60	8.90
Janitor	8.30	8.60	8.90
Seasonal	7.60	7.90	8.20

An Assistant Mechanic having four (4) years experience with the Employer, or comparable mechanic's experience, will become eligible for reclassification as a Mechanic, at the Employer's discretion.

Heavy equipment includes motor grader, hydraulic excavator, front-end loader operator, crawlers and earth movers.

Mowing machine operator shall receive Truck Operator rate.