

6/30/92

A G R E E M E N T

Between

CRAWFORD COUNTY ROAD COMMISSION

and

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214



Effective July 1, 1989 through June 30, 1992

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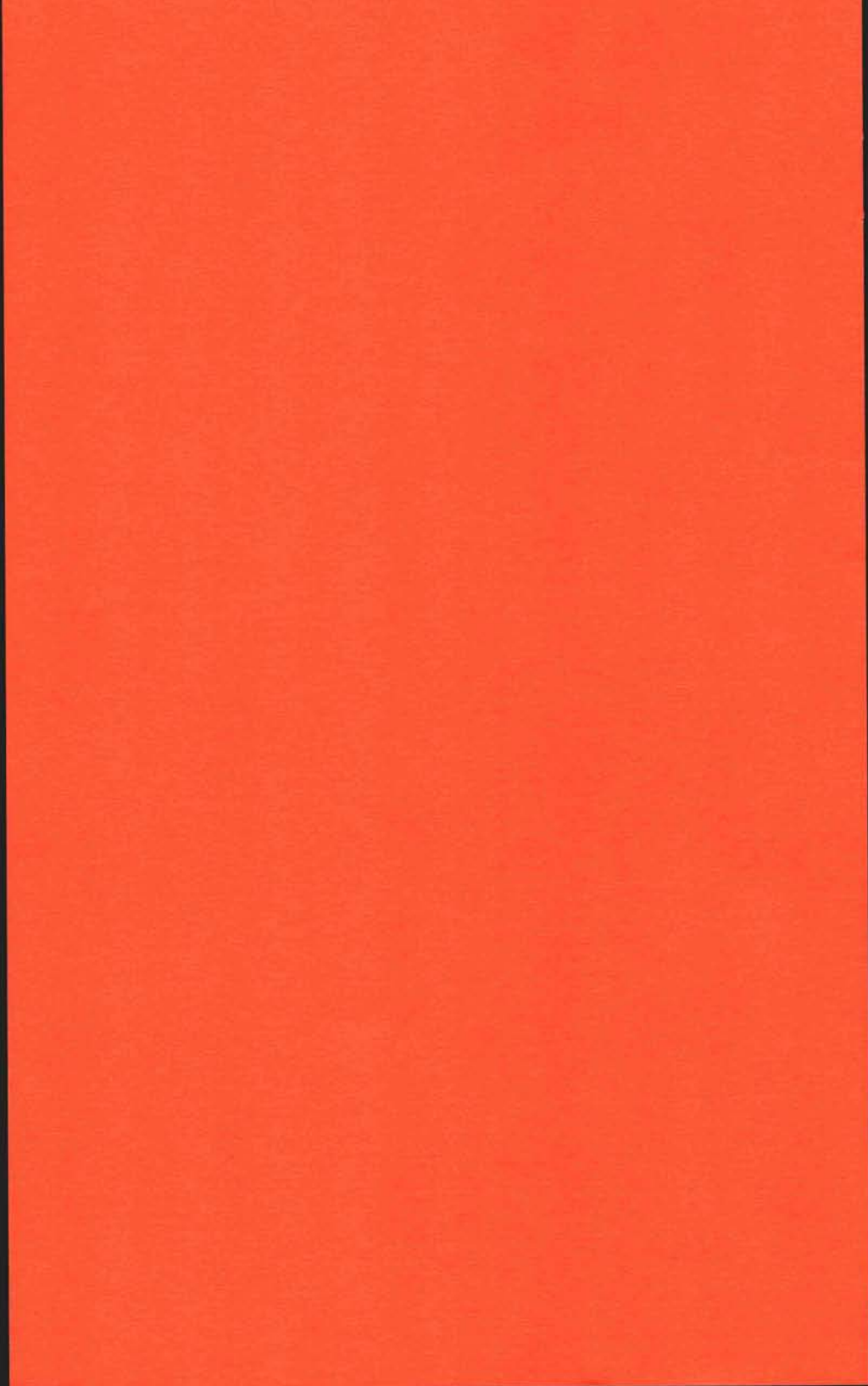


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CRAWFORD COUNTY ROAD COMMISSION

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AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1989, by and between the CRAWFORD COUNTY ROAD COMMISSION, hereinafter referred to as the "Employer" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the "Union".

PURPOSE AND INTENT

The parties have entered into this Collective Bargaining Agreement for the purpose of promoting and improving relations between and among the Employer, the Union and the employees covered hereunder; to develop harmonious relations in order to accomplish and maintain efficiency and quality of work performance, provide methods for a prompt and peaceful adjustment of grievances concerning the interpretation and application of this Agreement; to set forth the terms and conditions of employment; to strengthen good will, mutual respect and cooperation between the Employer and the Union and to set forth the basic agreement covering rates of pay, hours of work, and other conditions of employment to be observed between the parties to this Agreement.

ARTICLE 1

RECOGNITION - UNION 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 "A".

Section 1a.

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 Personnel, Foremen and Supervisors

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 as to Union dues and pay and initiation fee as a new member, or a corresponding agency fee as a new employee who elects not to be a Union member.

C) In accordance with the policy set forth under paragraph (1) and (2) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees of the bargaining unit who are members of the Union, but which shall be limited to an amount of money equal to the

Union's regular and usual dues plus initiation fees on new employees, not members, as agency fees. For present regular employees, such payments shall commence thirty-one days following the effective date of this Agreement, 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) Save Harmless: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the Employer's compliance with this Article.

## ARTICLE 2

### GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

## ARTICLE 3

### CAPTIONS

The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.



ARTICLE 4  
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 of Local 214, and pay such amount deducted to said Local 214, provided however, that the Union presents to the Employer, authorizations, signed by such employees allowing such deduction and payments to the Local Union. This may be done through the Steward of the Union.

Amount of dues and initiation fees will be certified to the Employer by the Secretary-Treasurer of the Union.

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.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

Section 1.

Except as in this Agreement otherwise specifically and expressly provided, the Employer retains sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations, to maintain order and efficiency, to continue and maintain its operations as in the past, to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary function of management, provided, however, that these rights shall not be exercised in violation of any specific provisions of the Agreement.

Section 2.

Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish skill, to

determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

Section 3.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 6

STEWARDS

The Employer recognizes the right of the Local Union to designate one job Steward and one alternate in Crawford County. Employees shall be represented by a Steward who must be a regular employee and working in Crawford County. The authority of job Steward and alternate, so designated by 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 Employer 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 Steward or alternate, during working hours without loss of time or pay, may, in accordance with 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 Steward to leave work for these purposes. The privilege of Steward leaving 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; the Steward will perform regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse will be a proper subject for an Employer grievance.

The Union and the Employer agree that both desire uninterrupted operations. Each party agrees, in consideration of the provisions of this Agreement, that the parties shall look to the grievance arbitration procedure contained in this Article as the sole and exclusive method for resolving their

contract disputes. The Union for its part agrees that it will not cause, permit, authorize, sanction, encourage or condone any strike, work stoppage, slowdown, or any other interruption of work or interference with the operations of the Employer.

In the event activity prohibited by this Article occurs during the life of this Agreement, the Union, its officers, agents, Steward, and each of them, shall have an affirmative obligation and duty, and in connection therewith, shall exercise whatever powers they possess and take whatever steps are necessary and proper to end such improper activity. The Union agrees that the Employer is entitled to expect and rely upon this Article as providing the Employer with uninterrupted operations during the life of this Agreement.

Any employee who shall participate in any strike, work stoppage, slowdown, or any other interruption of work in violation of this Article, shall subject himself to immediate disciplinary action up to and including discharge without recourse to the grievance-arbitration procedure.

The Employer for its part agrees that it will not engage in any lockout nor will the Employer provoke a strike.

#### ARTICLE 7

#### GRIEVANCE AND ARBITRATION PROCEDURE

##### Section 1. Definition of Grievance:

A grievance shall be a complaint by an employee or the

Union concerning the application and interpretation of this Agreement as written.

Section 2. Grievance Procedure:

All grievances shall be handled in the following manner:

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

b) Written Procedure:

STEP 1. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance signed by the employee within two (2) working days of the Road Commission's answer in the verbal procedure. The grievance shall be submitted to the immediate supervisor involved and the immediate supervisor and the Steward shall discuss the grievance in an effort to settle same. If the grievance is not satisfactorily resolved within three (3) working days, the immediate supervisor shall place his disposition thereon and return it to the Steward.

STEP 2: Any grievance which is not resolved in Step 1 of the written procedure may be submitted to a designated management representative within three (3) working days after

receipt of the Road Commission's written disposition in Step 1. The designated Road Commission representative and the Chief Steward shall discuss the grievance in an effort to settle same. If the grievance is not satisfactorily resolved within five (5) working days, the designated management representative shall place his disposition thereon and return it to the Chief Steward.

STEP 3: If the grievance is not settled satisfactorily in Step 2 of the written procedure, the Union may submit the grievance to a designated management representative within five (5) working days after receipt of the Road Commission's written disposition in Step 2. The management representative, the Chief Steward, the Steward of the employee involved, and the Business Agent of the Union shall meet to discuss the grievance in an effort to settle same. Either party may have additional non-employee representatives present if desired. The parties shall have ten (10) working days within which to meet to discuss the grievance. The Road Commission agrees to mail a copy of its answer in Step 3 to the Business Agent of the Union and to furnish a copy to the Chief Steward. If the grievance is not satisfactorily resolved, it may be submitted to mediation by the Union giving written notice to the Road Commission within ten (10) days following the Commission's answer in Step 3.

STEP 4: Upon receipt of written notice of intent to mediate a grievance filed with the Commission by the Union, the Union and/or Road Commission shall notify the Michigan

Employment Relations Commission that an impasse has been reached requesting the appointment of a mediator to meet with the Union and the Road Commission. The Union may have in attendance at the mediation session, its Chief Steward, Steward of the employee involved, the employee, the Business Agent, or any other non-employee representative. If the grievance is not resolved, the Union may submit the grievance to arbitration in accordance with the procedures established in this Agreement.

The Employer shall have the right to use outside counsel at anytime.

Section 3. Time Limitation: The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time limit procedure is not followed by the Road Commission, the grievance shall automatically advance to the next step, but excluding mediation and arbitration. The time limits established in the grievance procedure may be extended by mutual agreement.

Section 4. Time Computation: Saturday, Sunday and holidays shall not be counted under the time procedures established in this grievance procedure.

Section 5. Arbitration Request: The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) working days following receipt of the Road Commission's disposition in Step 4 of the grievance procedure. The President and Executive Board



of the Local Union shall decide whether or not a case shall be submitted to arbitration.

Section 6. Selection of Arbitrator: The arbitrator will be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service, by each party alternately striking a name from the panel with the remaining name serving as the arbitrator. The compensation and expenses of the arbitrator shall be shared equally by the Road Commission and the Union.

Section 7. Arbitrator's Powers: The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all the powers, duties, rights and authority expressly or impliedly imposed upon or granted to the Road Commission by law or statute are inviolate; that this Agreement shall, at all times be interpreted and construed so as to effectively protect and effectuate such powers, duties, rights and authority and the welfare, safety, and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding upon the Union, the Road Commission and the employees.

Section 8. Arbitration Hearings: An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select other employees to attend the hearing. Any employee called as a witness, whether by the Road Commission or the Union, shall be excused from the hearing after their testimony is completed.

#### ARTICLE 8

#### 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 Steward, except that no warning notice need be given to an employee before he is discharged, if the cause of such discharge is dishonesty, 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 Steward 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 is rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 7 hereof, on Grievance Procedures.

Work Rules, including disciplinary tables, are adopted, in form as set forth in Exhibit C, attached hereto and by this reference incorporated herein.

**ARTICLE 9**  
**PROBATIONARY EMPLOYEES**

A new employee shall work under the provisions of this Agreement but shall be employed on a one hundred and twenty (120) 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 one hundred and twenty (120) days, the employee shall be placed on the regular seniority list. (In case of discipline within the ninety-day period, the Employer shall notify the Local Union in writing.)

ARTICLE 10

SENIORITY

Section 1.

Strict seniority shall prevail in the layoff and recall of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee laid off shall be the first employee recalled. In the laying off and recalling of laid off personnel, the particular work performed by said employee could be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and recall of personnel.

Seniority in Crawford County shall be recognized 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 eighteen (18) months, 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 two (2) weeks notice of recall to work, mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

Section 5.

In Crawford County, employees anywhere in the County shall be represented by one (1) Steward who shall be a regular employee and working in the County. During scheduled overtime periods or scheduled week-end work, the Steward or alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in the County he can do and shall be so notified and scheduled.

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 the temporary layoffs.

#### ARTICLE 11

##### 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 provisions held invalid.

#### ARTICLE 12

##### MILITARY SERVICE

The Commission and the Union agree to abide by the terms of the Selective Service Training Act or any other similar act in time of national emergency, and also to abide by the Veterans' Act as to re-employment of former employees called to service.

ARTICLE 13  
LEAVE OF ABSENCE

Section 1.

Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the 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 the 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 any 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.

**ARTICLE 14**  
**COURT AND FUNERAL LEAVE**

**Section 1.**

Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty, and who must attend court, shall suffer no loss of pay.

**Section 2.**

Employees 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.

**Section 3.**

Employees will be paid for three (3) days absence in the case of a death in 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 15**  
**HOLIDAYS**

All probationary and regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) hour day.



Section 1.

Paid holidays are designated as: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and December 24th and Good Friday.

Section 2.

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 3.

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

Section 4.

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 5.

Holidays recognized by Section 1 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 16**

**VACATIONS**

**Section 1.**

All regular full-time employees shall be entitled to vacation time with pay under the following schedule (employee gets vacation only after working one year).

**Section 2.**

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 3.**

In case of retirement, resignation, discharge or death of any employee, he or his estate will be paid for the unused vacation days which have accumulated to his credit on a pro-rate monthly basis.

**Section 4.**

The Employer shall establish the available vacation periods for each County Garage.

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1st, each employee shall indicate on a yearly calendar, his vacation request no later than January 1. Seniority shall be the main consideration in considering preference for vacation requests within the District. Senior employees who fail to submit vacation requests

before January 1, will then be allowed vacation leave only when the number of employees absent from one working group at one time will not be sufficient to injure the service rendered by the group.

Section 5.

Vacations will be taken in a period of consecutive days. 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 6.

Vacations less than one week duration may be taken, provided permission is sought and granted twenty-four (24) hours before the desired vacation.

Vacation schedule as follows:

6 days after 1 year  
10 days after 3 years  
15 days after 8 years  
20 days after 15 years  
25 days after 20 years

Employees may not have over fifteen (15) days in the bank. Employees must use them each year so not to accrue over the fifteen (15) day limit.

**ARTICLE 17**

**SICK LEAVE**

Employees shall be required to report a request for sick leave normally within one (1) hour prior to the commencement of his regular starting time.

**Section 1.**

Paid sick leave credit computed at straight time shall be granted to each permanent employee on the basis of one (1) regular work day per month. Such credits may not be used until the completion of the probationary period. Upon completion of the probationary period the employees shall be credited with sick leave back to the month of hire. There shall be no limit on accumulated sick leave days.

**Section 2.**

For employees hired the first through the 15th of the month, their sick leave base date will be the first of the month and, if hired the 16th through the last of the month, the base date will be the first of the next month.

**Section 3.**

Sick leave may not be used for vacations but 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) Medical or dental appointments. Not less than two (2) hours shall be used for these purposes.

c) When an employee is taken ill on the job.

Section 4.

Each Foreman shall be responsible for reviewing and approving the employee requests for sick leave. Employees are required to give daily notification to their Foreman of the necessity for taking sick leave. Notification must be given at least one (1) hour before the start of each work day of inability to work because of sickness. The Foreman shall refuse to allow paid sick leave where in his judgment, there is insufficient evidence to support the employee's claim or where the employee has not given timely notice, as above. A doctor's report may be requested and must be submitted by the employee if the foreman believes such leaves are being abused, otherwise no paid sick leave will be granted.

Section 5.

Employees may be required by the Employer to produce medical verification of an illness after the third day of sick leave. This section shall not preclude the Employer to require verification of an illness if the employee has established a pattern which would indicate mis-use of sick leave.

Section 6.

Quarter day sick leave balances will be permitted but no other fractional amount.

Section 7.

In the event an employee is receiving payments under the Worker's Compensation Act, such employee may use any paid sick leave which has accumulated to this credit to augment his Worker's Compensation payments. For each day absence due to such injury, the employee will be entitled to use and be paid for one-third (1/3) day of such accumulated sick leave. Provided, that such use of paid sick leave days will be permitted only on a full day basis so as not to result in other than full day balances.

Section 8.

An employee, if requested, will be required to submit a report from a doctor following an illness or injury indicating that he is physically able to do work available to him before his return to active work, to be paid for by the Employer.

Section 9.

An employee using paid sick leave during a period that includes a scheduled holiday will be paid for such holiday. He will be paid for the holiday as such and it will not be charged as a sick leave day.

Section 10.

An employee who is absent for more than one (1) month, due to compensable injury or illness, will be credited with sick leave for the first month only.

Section 11.

No employee may draw more than ten (10) days of paid sick leave during a two (2) week pay period.

Section 12.

An employee who separates from the Employer for retirement purposes, in accordance with the provisions of the retirement act, shall be paid one-half (1/2) of their accumulated sick leave on retirement. An employee who resigns or is discharged after five (5) years of service will be paid one-half (1/2) of his unused sick leave.

Section 13.

In case of death, retirement or quit, payment of one-half (1/2) of the employee's unused sick leave shall be paid. Such payment will be made at the employee's last rate of pay. In the event of death, such payment shall be made to the beneficiary

Section 14.

Employees who suffer a job related injury shall only continue to accumulate vacation and sick leave credits for the duration of said injury.

**ARTICLE 18**

**HOSPITALIZATION, LIFE AND DISABILITY INSURANCES**

Section 1. Life Insurance

The Employer agrees to pay the full premium for a Ten Thousand (\$10,000.00) Dollar life insurance policy after

ninety (90) days of employment for regular full-time employees, and will pay full premium for a Two Thousand (\$2,000.00) dollar life insurance policy after retirement.

Section 2. Health Insurance:

The Employer shall, at its expense, make available a semi-private Blue Cross/Blue Shield insurance plan including Master Medical coverage (80/20 copay and 100/200 deductible), three dollar (\$3.00) copay prescription drug rider and predetermination. Such health insurance plan shall be available to all employees, excluding temporary and seasonal employees, inclusive of coverage for the employee's spouse and dependents.

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 agrees to pay the full cost of Blue Cross-Blue Shield, excluding Master Medical, for employees only who retire from the Crawford County Road Commission. Such coverage and premium shall be paid from age 62 through age 65.

The Employer shall have the right to select the insurance carrier or to be self-insured for Health and Life coverage in this Article provided the Employer gives the Union thirty (30) days notice in advance of its intent and, further, that the benefits are equivalent to those made available to employees



at the end of the prior labor agreement.

Section 3. Sickness and Accident Disability Insurance:

Effective July 1, 1990, the Employer shall provide, at its expense, sickness and accident disability insurance coverage for all employees covered by the terms of this agreement. Such coverage shall pay one hundred and fifty dollars (\$150.00) per week to any employee unable to work due to a non-work related illness or injury effective thirty (30) days following the beginning of the illness or injury up to a maximum of twenty-six (26) weeks in any one year.

ARTICLE 19

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 7 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

**ARTICLE 20**  
**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 Union's 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 21**  
**SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, (if this subcontracting takes work normally performed by employees away from present employees), so long as

any employee in the bargaining unit is on layoff due to lack of work, or if put on layoff for lack of work because of such subcontracting. (It is understood and agreed that making gravel and new construction are considered as not being work normally performed by bargaining unit.)

#### ARTICLE 22

##### EXTRA CONTRACT AGREEMENTS

###### Section 1.

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 employee, either 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 23

##### WORKERS' 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 Workers' Compensation protection for all employees even though not required by law.

**ARTICLE 24**  
**SAFETY COMMITTEE**

**Section 1.**

A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety Rules.

**Section 2.**

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.

**Section 3.**

The Employer shall consider the personal safety of the employees in established operational procedure.

**ARTICLE 25**  
**MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in the Crawford County Road Commission operation relating to wages, hours of work, overtime, differentials and general

working conditions uniformly provided to members of the bargaining unit at the time of signing of this Agreement shall be maintained at not less than the highest minimum standards in effect in Crawford County at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide 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 26

#### 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 other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the employer of a vehicle being in unsafe working condition, and receives no consideration from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer.

ARTICLE 27

GENERAL

Section 1.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the 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 Commission pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3.

The Employer will continue to use bi-weekly pay periods. 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 employment, such uniform shall be furnished and maintained by the Employer, at its expense, and at a standard required by the Employer.

In November of each year, the Employer shall provide, at its expense, one pair of coveralls for each truck driver and heavy equipment operator. Employees receiving such coveralls shall be responsible for laundry and maintenance of the coveralls.

Section 5a.

Suitable rain coats and hats, boots and safety equipment will be furnished by the Employer at the discretion of the Employer.

The Employer will furnish washrooms, provision for changing and storing clothing issued by the Employer.

Section 6.

When new types of equipment for which rates of pay are not established by this Agreement are put into use, within operations covered by this Agreement, rates governing such operations shall be subject to negotiation between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 7.

There shall be one (1) fifteen (15) minute morning coffee break from 9:00 a.m. to 9:15 a.m., and one (1) fifteen (15)



minute wash-up period at the end of the shift.

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-two cents (\$.22) per mile.

Section 10.

Employees in the bargaining unit may be transferred from one section of the County to another when, in the opinion of the Employer, the best interest of the Employer 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 work or area transferred from, to the new work or area transferred to.

Section 13.

Vacancies that are going to be filled, occurring in any position in the bargaining unit shall be posted on the bulletin board for not less than three (3) days. The successful bidder will be notified and the notice of employment will be posted within seven (7) days.

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.

Section 15.

The successful bidder shall be given a probationary period of 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.

Any employee temporarily transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification if one-half (1/2) day is worked on such higher classification.

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.

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 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 (2) weeks, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 20.

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

Section 21.

The Employer agrees to pay up to a maximum of Fifty Dollars (\$50.00) for shoes to those employees who are assigned hauling salt brine.

Section 22.

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.

Section 23.

The Employer will pay an annual tool allowance of \$300.00 to each full time mechanic. Any mechanic who retires, transfers, resigns or is suspended will receive a pro-rated amount to the nearest week based on the time working as a mechanic. Payment will be made the first payroll following January 1st of each year. The tool allowance shall be full compensation for hand tools that are broken or lost.

Section 24.

The Employer shall pay all related costs beyond the cost of the basic commercial license for any employee who is required to maintain a commercial driver's license as a condition of employment with the Road Commission.

Should any employee be unable to obtain or maintain a commercial driver's license, when such employee is required to have this license for the purpose of operating any or all of the Employer's vehicles or equipment, the Employer shall:

Temporarily place the employee in a classification where such license is not required until such time as the employee obtains the required license, provided an opening exists and the employee is qualified to perform the work in the temporary assignment. This temporary reassignment shall not

exceed ninety (90) days and the employee shall not suffer a loss of pay or benefits during this temporary change in classification; or

The employee shall be granted a leave of absence up to a period of ninety (90) days for the purpose of obtaining such license. During this leave of absence, the employee will not lose benefits or seniority and may use earned and available vacation time for this leave, or may accept the leave without pay.

ARTICLE 28

RETIREMENT

The Employer shall provide a retirement system with the Kemper Investors Life Insurance Company for all full-time employees of the Crawford County Road Commission. New hires shall be eligible for the pension after completing one (1) year of continuous service. The Employer shall contribute five percent (5%) of each eligible employee's base earnings to such plan. Effective July 1, 1991, the Employer shall increase its contributions to the pension plan to six percent (6%) of each eligible employee's base earnings.

ARTICLE 29

PERSONAL LEAVE DAYS

Employees shall be provided with three (3) personal leave days which can be taken from their sick leave.

ARTICLE 30  
TERMINATION OF AGREEMENT

Section 1.

This Agreement shall be in full force and effect to June 30, 1992 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 of this Agreement, either party may serve upon the other, a notice at least sixty (60) days prior to June 30, 1992, or sixty (60) days prior to the end of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

Section 3.

It is understood and agreed between the parties that the contract may be reopened for negotiations on wages between the parties provided that the party desiring to reopen serves notice in writing upon the other party at least sixty (60) days prior to June 30, 1992.

Section 4.

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 CRAWFORD COUNTY, MICHIGAN:

TEAMSTERS STATE, COUNTY AND  
MUNICIPAL WORKERS LOCAL 214

By: \_\_\_\_\_

By: Don R. Baker

By: Thomas Keane

By: William A. Brooks

By: Clyde Anthony

By: Don J. Higgins

DATE: 10/27/89

DATE: 11/31/89

SCHEDULE "A"

<u>Classification</u>	<u>9/24/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Mechanics	\$10.08	10.38	10.68
Night Shift Mechanic's Helper	9.97	10.27	10.57
Heavy Equipment Operator Motor Grader, Gravel Plant, Crane Power Shovel, Crawler, Earth Mover, Front End Loader, Tar Distributor, Pulvimixer, Stockroom Clerk	9.97	10.27	10.57
Heavy Truck Operator Exceeding 30,000 G.V.W.	9.83	10.13	10.43
Light Truck with Underbody Scrapers	9.83	10.13	10.43
Light Truck Operator - Trucks Under 30,000 G.V.W. (includes roadside mowers and fuel truck)	9.70	10.00	10.30
Laborers	9.64	9.94	10.24
Shop Foreman (Garage)	10.58	10.88	11.18
Assistant Foreman (Field)	10.58	10.88	11.18

All new employees shall start at a wage rate equal to fifty cents (\$.50) less than the wage rate of the applicable classification in effect and shall progress in two (2) equal intervals, every six (6) months, to the wage rate of the applicable classification then in effect.



SCHEDULE "B"  
OVERTIME AND HOURS OF WORK

Section 1.

The regular work week is established as eight (8) hours a day Monday through Friday.

The regular work day shall commence at 7:00 a.m. and end at 3:30 p.m. daily, with a lunch period from 11:30 until 12:00 noon.

The Employer reserves the right to change starting and quitting time of the regular work day and will notify the employees and the Union one week in advance of any change.

Section 2.

The Night Patrolman shall be paid at the same rate as the Heavy Equipment Operator while on night patrol during the winter.

Section 3.

Overtime pay will be at time and one-half (1 1/2) for all hours worked in excess of eight (8) hours in any one day, Monday through Friday or over forty (40) hours in any one week.

Section 4.

Time and one-half (1 1/2) shall be paid for all hours worked on Saturdays and Sundays, except regularly scheduled watchmen, janitors and custodians.

Section 5.

An employee called and reporting for emergency duty shall be guaranteed four (4) hours pay at the rate of time and one-half (1 1/2) at his hourly rate. Employees shall keep themselves reasonably available for snow and ice removal and other emergency work.

Section 6.

Individual employees shall be assigned to operate specific pieces of equipment. Only the employee assigned to the equipment shall operate it. However, if an employee does not sign the emergency overtime list, or is not available, or refuses overtime when called, the Employer may reassign that employee's equipment as required during the time the equipment is needed for overtime. The Employer reserves the right to temporarily change equipment assignments where it is necessary to avoid the inefficient use of equipment.

The Employer shall post an emergency overtime call list July 1st of each year. Employees who wish to be called for emergency overtime shall sign this list. All bargaining unit employees are eligible to any work emergency overtime that they are qualified to perform. Emergency overtime opportunities will be offered first to employees who sign the Emergency Overtime Posting.

The Employer shall post, each pay period, the amount of emergency overtime worked by each employee on a year to date basis. Emergency overtime opportunities shall be equalized as

near as practical among all employees who sign the emergency overtime list on a monthly basis. All hours of overtime that an employee refuses, or when the employee is unavailable for the overtime assignment when called, will be counted as overtime worked for purposes of equalizing overtime opportunities.

July 1 of each year the Employer shall post the rest area and night patrol shift assignments. All bargaining unit employees are eligible to bid on these assignments. These shift assignments shall be filled by seniority.

The Employer shall post a separate overtime call list for employees who wish to work overtime in the rest area in the event that the employee regularly assigned to this duty is unavailable or refuses overtime. All bargaining unit employees are eligible to sign this list.

Provided, however, probationary employees shall not be called to work overtime unless all non-probationary employees who sign the list are working or are not available to work the overtime.

Overtime and fill-in assignments for the rest area shall be rotated among all employees who sign this list. If the employee regularly assigned to the rest area duty is absent, the employee assigned to fill in during the normal work week shall be entitled to work the overtime during the weekend immediately following the normal work week.

Section 7.

Overtime work will be permitted only when authorized by a Foreman.

Section 8.

An employee required to work more than two (2) hours overtime shall be granted a ten (10) minute coffee break. In the event that such overtime is extended over a period of four (4) hours, the employee will be granted a paid meal period of thirty (30) minutes at the end of the fourth (4th) overtime hour. The time of the coffee break and meal period will be determined by the Employer.

SCHEDULE "C"

WORK RULES

CRAWFORD COUNTY ROAD COMMISSION RULES AND REGULATIONS

The following working rules are adopted so that all employees will know what is expected of them. Serious offenses call for more severe penalties than minor infractions, so the rules set up different penalties.

These rules do not supersede any provisions of the Union contract and any employee who believes that a penalty has been improperly or unfairly imposed may file a grievance under the grievance procedure in this contract. However, the Union believes that these are reasonable rules.

The Road Commission, upon notice to the Union, may revise these rules and regulations at any time.

The following are considered as Major Offenses, the offense listed first with penalty following:

1. Major chargeable accident after full investigation.  
Discharge
2. Theft or dishonesty of any kind.  
Discharge
3. Unauthorized carrying of passengers.  
Discharge

4. Falsification of Personnel Records.

Discharge

5. Immoral conduct or indecency.

Discharge

6. Drinking intoxicating beverages or under the influence of alcohol or possessing intoxicants while on duty or on Commission property.

Discharge

7. Absent three (3) consecutive days without notifying the Commission of the reason.

Voluntary Quit

8. Possession of weapons without permission on Commission time or its premises at any time. Provided, that this rule will not be considered violated if any gun in the vehicle of an employee is either broken or in its case.

Discharge

9. Flagrant disobeying of orders or failure or refusal to do work assigned.

First Offense - Written Reprimand  
Second Offense - Discharge

10. Fighting during working hours.

Discharge

11. Taking vacation time off after having the time refused by a foreman.

First Offense - Written Reprimand  
Second Offense - Discharge

The following are considered as Minor Offenses, except where they are repeated, the offense list first with penalty following.

A. ACCIDENTS:

1. Minor chargeable accidents:

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Written Reprimand and 1 week off without pay.
- Fourth Offense - Subject to discharge.

2. Failure to report all accidents promptly and personal injury or major accidents immediately.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

B. EQUIPMENT:

1. Careless or reckless operation of Employer's Equipment.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

2. Failure to report mechanically defective condition of equipment:

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

3. Unauthorized use of motor vehicles.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

4. Failure to report breakdowns promptly.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge

C. CONDUCT

1. Sleeping on duty, loitering or wasting time by any method during working hours.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge

2. Gambling on Employer's time or premises.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge

3. Failure to wear safety equipment where recognized hazards exist.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

4. Willful, deliberate or continued violation of or disregard of common safety practices.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

5. Horseplay, scuffling where there is an injury or property damage.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.



6. Drinking prior to reporting for duty where employee's condition is such that it may affect the proper performance of his duties.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

7. Discourtesy to the public.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

8. Conviction for reckless driving.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

9. Failure to follow designated routes as instructed.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

10. Taking lunch period at time other than specified in Union Agreement without permission.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

11. Solicitation or acceptance of a fee, gift or other thing of value from any person in connection with his work.

- First Offense - Written Reprimand
- Second Offense - Written Reprimand and 3 days off without pay.
- Third Offense - Subject to discharge.

D. ATTENDANCE:

1. Reporting late for work.

First Offense - Written Reprimand  
Second Offense - Written Reprimand  
Third Offense - Loss of a day  
Fourth Offense - Loss of 3 days  
Fifth Offense - Subject to discharge

2. Failure to notify foreman at least one hour prior to start of shift when unable to report for work. These penalties will not apply where satisfactory proof is given that notification by the employee was not possible.

First Offense - Written Reprimand  
Second Offense - Written Reprimand  
Third Offense - Loss of a day  
Fourth Offense - Loss of 3 days  
Fifth Offense - Subject to discharge

3. Absence of one or two successive working days without authorization. penalty will not apply where satisfactory proof is given that notification by the employee was not possible.

First Offense - Written Reprimand  
Second Offense - Written Reprimand and 1 day off without pay.  
Third Offense - Subject to discharge.

E. REPORTS:

1. Failure to make out necessary reports.

First Offense - Written Reprimand  
Second Offense - Written Reprimand and 1 day off without pay.  
Third Offense - Subject to discharge.

2. Doing any kind of work while on a sick leave.

First Offense - Written Reprimand  
Second Offense - Written Reprimand and 1 day off  
without pay.  
Third Offense - Subject to discharge

F. GENERAL:

1. Distributing or circulating literature, petitions or any written or printed matter of any description on the Employer's time and without permission from the Employer.

First Offense - Written Reprimand  
Second Offense - Written Reprimand and 1 day off  
without pay.  
Third Offense - Subject to discharge.

2. Posting or removal of notices, signs or written or printed matter of any type on the bulletin boards on the Employer's property without permission from the Employer, except as provided by the Agreement.

First Offense - Written Reprimand  
Second Offense - Written Reprimand and 1 day off  
without pay.  
Third Offense - Subject to discharge.

3. Three reprimands in a sixty (60) pay period.

4. Three disciplinary layoffs.

Discharge

A warning notice in writing, with a copy to the Steward and the Local Union must be given for infractions of any rules or regulations.

Reprimands will not be used for disciplinary reasons after one (1) year from the date of the reprimand.

