



# Agreement

between

Antrim County Board of Commissioners

and

Teamsters State, County and  
Municipal Workers,  
Local 214

**Antrim County Transportation Unit**

Effective: January 1, 2020 through December 31, 2022

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## **AGREEMENT**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of January, 2020, by and between the ANTRIM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Employer" and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214, hereinafter referred to as the "Union".

### **ARTICLE I** **RECOGNITION**

#### **Section 1.1 Collective Bargaining Unit**

The Employer hereby agrees to recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time bus drivers, dispatchers, and mechanics employed by Antrim County Transportation, BUT EXCLUDING manager, assistant manager, clerical employees, and all other employees.

#### **Section 1.2 Definitions**

a. **Full-time Employee**

A full-time employee is an employee who is working the Employer's normal workweek on a regular basis.

b. **Regular Part-time Employee**

A regular part-time employee is an employee who is working at least thirty (30) hours per week on a regular schedule.

c. **Irregular Employee**

An irregular employee is an employee not included within the above definitions of full-time or regular part-time employees who is working on any other basis, including temporary, casual, or seasonal employees.

#### **Section 1.3 Employee Status**

An employee's status as a full-time, regular part-time or irregular employee shall not change until an employee has worked for a period of four (4) consecutive weeks in a different employee category as defined in Section 1.2.

#### **Section 1.4 Part-time and Irregular Employees**

The Employer reserves the right to hire and utilize regular part-time and irregular employees from time to time. Irregular employees shall be used to supplement bargaining unit employees and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of bargaining unit work by non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement. The Employer agrees that it will not use irregular employees for the sole purpose of avoiding the payment of fringe benefits.

**ARTICLE II**  
**REPRESENTATION**

Section 2.1 Collective Bargaining Committee

The Employer agrees to recognize a collective bargaining committee of the Union comprised of not more than two (2) employee representatives, the steward, and alternate steward. Members of the collective bargaining committee shall act in a representative capacity for the purpose of processing grievances for members of the collective bargaining unit as provided in the Grievance Procedure. Members of the collective bargaining committee shall also meet with the Employer for the purpose of negotiating modifications to this Agreement. The Union may also have non-employee representative present. The Union shall furnish the Employer, in writing, the names of its collective bargaining committee members and alternates before they shall be recognized. Members of the collective bargaining committee must have at least one (1) year of seniority.

Section 2.2 Reporting

When it is necessary for a collective bargaining committee member or alternate to leave his/her work to handle a grievance in accordance with the Grievance Procedure established in this Agreement, he/she shall first obtain permission from the Director or his designee. Such permission shall not be withheld unreasonably. The collective bargaining committee member or alternate shall return to his/her job as promptly as possible and, upon his/her return, shall immediately report to the Director or his designee. A collective bargaining committee member or alternate who is assigned to the road or other duties which require services outside of the Department facilities shall perform his/her function in a manner which would not require his/her return to the Department facilities for the sole purpose of performing representation functions. In cases of discipline and safety, a collective bargaining committee member shall be made available as soon as practical.

Section 2.3 Lost Time

The Employer agrees to pay members of the collective bargaining committee for time spent while acting in a representative capacity during the processing of grievances and attending meetings or negotiations with officials of the Employer, but only for the straight-time hours they would have worked on their regular work schedule. The Employer reserves the right to revoke this benefit if members of the collective bargaining committee abuse this privilege. Revocation shall not occur, however, until after the Employer has notified the Union of the abuse and after discussion between the Union and the Employer.

**ARTICLE III**  
**UNION MEMBERSHIP AND DUES CHECKOFF**

Section 3.1 Union Membership

Membership in the Union is not compulsory and all employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in this Agreement without regard to whether or not the employee is a member of the Union. Neither the Employer nor the Union shall exert any pressure upon any employee with regard to such matters.

### Section 3.2 Check-off

- a. During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues and initiation fees as applicable from the pay of each employee who voluntarily executes and files with the Employer a proper Check-off Authorization form.
- b. A properly executed copy of the written Check-off Authorization form for each employee for whom Union dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made.

Deductions shall be made thereafter only under the written Check-off Authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

- c. All authorizations filed with the Employer shall become effective the first full pay period following the filing of the authorization, provided the employee has sufficient net earnings to cover the dues or initiation fee, whichever is applicable.
- d. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employee will be made by the Union.
- e. The Union shall notify the Employer of the proper amount of Union dues and any subsequent changes in such amounts. The Employer agrees to furnish the designated financial officer of the Union a monthly record, in duplicate, of those employees for whom deductions have been made, together with the amount deducted.
- f. The Employer's sole obligation under this Section is limited to the deduction of dues and initiation fees. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial obligation whatsoever.

### Section 3.3 Hold Harmless

The Union agrees to indemnify and save harmless the Employer against any and all claims, including but not limited to, such items as wages, damages, awards, fines, court costs, and attorneys' fees that may arise out of or by reason of action taken by the Employer, pursuant to Section 3.2.

## **ARTICLE IV RIGHTS**

### Section 4.1 Management's Rights

It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate Antrim County Transportation in all of its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management, included only by way of illustration and not by way of limitation, are as follows: to determine all matters pertaining to management policy, the services to be furnished, and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of

facilities and departments to be operated and their locations; to eliminate, combine, or establish departments; to determine the number of personnel required and the number of hours required in each employee's work schedule; to establish and change employee work schedules; to eliminate, establish or combine classifications; to hire personnel to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different machines or equipment; to employ new or different machines or equipment; to use outside assistance or engage independent contractors, either inside or outside of the Employer's facilities; to establish job descriptions and work standards; to make judgments as to the skill and ability of employees; to determine work loads; to promote, demote, discipline, discharge, layoff or recall personnel; to establish and revise work rules and safety rules and other improper employee actions and inactions; and in all respects to carry out the ordinary and customary functions of management.

All such retained rights may be exercised by the Employer without prior bargaining or notice to the Union; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.

#### Section 4.2 Rules and Regulations

The Employer has the right to establish rules and regulations consistent with this agreement.

### **ARTICLE V GRIEVANCE PROCEDURE**

#### Section 5.1 Definition of Grievance

A grievance shall be defined as a complaint filed by an employee covered by this Agreement or by the Union concerning the application or interpretation of a specific provision or provisions of this Agreement as written.

#### Section 5.2 Grievance Procedure

It is mutually agreed that all grievances shall be handled in the following manner:

a. Step 1 – Oral Procedure

An employee with a grievance shall discuss the matter with the manager (or designated representative) within five (5) days from the time of the occurrence of the events giving rise to the grievance or within five (5) days from the time that the employee involved first knew or should have known of the facts giving rise to the grievance or within five (5) days from the time that the employee involved first knew or should have known of the facts giving rise to the complaint. Such discussion shall not occur during work hours unless otherwise approved by the Employer. If requested by the employee, the steward may be present. The manager (or designated representative), shall give the employee concerned an oral answer to the grievance within five (5) days of the discussion. Every effort shall be made to settle the grievance in this manner.

b. Step 2 – Written Procedure

If the grievance is not satisfactorily settled in the Oral Procedure, the complaint shall be reduced to a written grievance within five (5) days of the oral answer and submitted to the

manager (or designated representative). The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall set forth facts giving rise to the grievance and the relief requested. The preparation of a written grievance and discussion of such grievance shall not occur during working time unless otherwise approved by the manager. The manager (or designated representative), the employee and the steward and/or a non-employee representative of the Union, shall meet to discuss the grievance in an effort to settle same. The manager (or designated representative) shall place an answer on the written grievance within seven (7) working days following the date the grievance was submitted at this Step and return it to the employee.

c. Step 3 – Appeal

If the grievance is not satisfactorily resolved at Step 2, it may be appealed by submitting the grievance to the Administration and County Services Committee of the Employer within five (5) days following receipt of the Employer's Step 2 answer. Within ten (10) days of the appeal, a meeting shall be held between representatives of the Employer and the Union Bargaining Committee. Either party may have non-employee representatives present if desired. If the meeting cannot be scheduled within the ten (10) day period, it shall be scheduled at the mutual convenience of the parties. The Employer will answer the grievance within five (5) days after the meeting.

Section 5.3 Time Limitations

The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance to the next Step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step, but excluding arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is specified.

Section 5.4 Grievance Resolution

All grievances which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure if the grievance has economic implications, other than for wage claims pursuant to the provisions of this Agreement, must be approved, in writing, by the Board of Commissioners at its next regularly scheduled monthly meeting before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the Board of Commissioners under this Section. If the resolution of a grievance is not approved, the Union shall have fifteen (15) days following receipt by the Union of notice of the County Board of Commissioners' action to request arbitration.

Section 5.5 Time Computation

In computing days under the Grievance Procedure, Saturdays, Sundays, and holidays recognized under this Agreement shall be excluded.

Section 5.6 Multiple Grievances

Multiple grievances may be presented at an arbitration hearing by mutual agreement of the parties.

### Section 5.7 Grievance Settlements

With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement by and between the Employer and the Union of any grievance or other matter shall constitute a full and complete settlement thereof, and shall be binding upon the Union and its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be reduced to writing and shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent for any future grievance.

### Section 5.8 Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the UNION and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## **ARTICLE VI ARBITRATION**

### Section 6.1 Arbitration Request

If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Director, in writing, of its intent to arbitrate within forty-five (45) days after receipt of the Employer's answer in Step 3. If the Union does not notify the Employer of its intent to arbitrate in the manner provided, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

### Section 6.2 Selection of Arbitrator

If a timely request for arbitration is filed by the Union, the parties to this Agreement shall promptly select, by mutual agreement, one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. Either party to this Agreement may reject the first list submitted by the Federal Mediation and Conciliation Service, provided the party which does so must immediately request a new list. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

### Section 6.3 Arbitrator's Powers

The arbitrator's powers shall be limited to the application and interpretation of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, to change or set a wage rate, or to pass upon the propriety of verbal warnings administered to

employees covered by this Agreement. If the issue of arbitrability is raised, the arbitrator shall decide only the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer, and employees in the bargaining unit.

### Section 6.4 Arbitration Decisions

- a. Claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any unemployment or other compensation that he/she may have accrued from any source during the period of back pay.
- b. No decisions in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

## **ARTICLE VII DISCIPLINARY PROCEDURE**

### Section 7.1 Just Cause

The Employer shall not discharge or discipline a non-probationary employee, except for just cause. The Employer agrees to use progressive and corrective discipline, where appropriate. The Union acknowledges, however, that progressive discipline need not be utilized for major infractions.

### Section 7.2 Counseling Memoranda

The Union acknowledges that counseling memoranda may be utilized by the Employer. Counseling memoranda shall not be construed as disciplinary action.

### Section 7.3 Notice of Disciplinary Action

Within five (5) days following the disciplinary suspension or discharge of a non-probationary employee, the Employer will notify a collective bargaining committee member, in writing, of the reasons therefor and will, within the same period of time, cause a copy to be issued to the employee involved.

### Section 7.4 Leaving Premises

Whenever possible, the discharged or suspended employee will be allowed to discuss his/her discharge or suspension with a collective bargaining committee member before an employee is required to leave the property of the Employer, and the Employer will make available an area where this may be done in private.

Section 7.5 Expedited Grievance

Should an employee who has been discharged or suspended consider such discipline to be improper, any grievance must be processed initially at Step 3 of the Grievance Procedure within five (5) days of receipt of written notice of discipline by a collective bargaining committee member. The Union may file the grievance on behalf of the employee so disciplined.

**ARTICLE VIII**  
**SPECIAL MEETINGS**

Section 8.1 Special Meetings

The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement, except by mutual agreement of the parties. Special meetings shall be held within fourteen (14) days of receipt of the written request at a time and place which is mutually agreeable to both parties.

**ARTICLE IX**  
**WORK STOPPAGE AND ILLEGAL ACTIVITY**

Section 9.1 No Strike Pledge

The Union agrees that during the term of this Agreement neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly, call, sanction, counsel, encourage, or engage in any strike, walkout, slow-down, sit-in, or stay-in nor shall there be any concerted failure by them to report for duty. The Union shall not cause, authorize, sanction, or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices, or premises, or in any picketing whatsoever to publicize a dispute with the Employer while this Agreement remains in full force and effect, including any extensions.

Section 9.2 Penalty

Any employee who violates the provisions of Section 9.1 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the Grievance and Arbitration Procedures regarding discipline imposed for a violation of the Disciplinary Procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by Section 9.1.

Section 9.3 No Lockout

During the life of this Agreement, the Employer, in consideration for the promise on behalf of the Union and the employees it represents to refrain from the conduct prohibited by Section 9.1, agrees not to lock out any employees covered by this Agreement.

## **ARTICLE X** **SENIORITY**

### Section 10.1 Definition of Seniority

Seniority shall be defined as the length of an employee's continuous service with the Transportation Department as a full-time or regular part-time employee since his/her last date of hire. Any and all time worked as an irregular employee shall not be counted towards length of continuous service in determining an employee's seniority.

For purposes of benefits predicated on length of service, all seniority with Antrim County as defined above shall be counted. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

### Section 10.2 Probationary Period

All new full-time and regular part-time employees shall be considered to be on probation and shall have no seniority for the first six (6) calendar months of employment following their first day of work for Antrim County Transportation. Until an employee has completed the probationary period, he/she may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure set forth in this Agreement. Provided, however, once an employee has served such probationary status as a new regular part-time or regular full-time employee, he/she shall not be subject to serve such probationary period again unless said employee's seniority is terminated pursuant to Section 10.4 below.

The time an employee spends on disability leave or worker's compensation leave within the probationary period shall not count toward the six (6) month probationary period.

### Section 10.3 Seniority List

The Employer shall maintain and post a roster of employees, arranged according to seniority, showing name, classification, date of hire, and bargaining unit seniority. An up-to-date copy of the seniority list shall be furnished to the Union steward in January of each year and at any time changes are made to the current seniority list. The Local Union shall receive a copy in January.

### Section 10.4 Loss of Seniority

An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- a. If the employee quits or retires.
- b. If the employee is discharged and not reinstated by the Grievance Procedure.
- c. If the employee is absent from work for three (3) consecutive working days without notifying the Employer. In proper cases exceptions shall be made upon the employee producing convincing proof of his/her inability to give such notice.
- d. If the employee fails to report for work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the

employee provides convincing proof of his/her inability to report to work on the required date.

- e. If the employee fails to return to work on the scheduled dates or return from a leave of absence, disciplinary suspension, or vacation, unless the employee provides convincing proof of his/her inability to return on the scheduled dates.
- f. If the employee is on layoff status consecutively for a period of eighteen (18) months or the length of his/her seniority, whichever is less.
- g. If the employee is on a disability leave, including a worker's compensation leave for a period of eighteen (18) months or the length of his/her seniority, whichever is less.

#### Section 10.5 Job Vacancies

When a new position is created or a vacancy occurs within the department, it will be offered to employees within the department, as well as other qualified applicants. Any vacated position the employer intends to fill shall be posted within five (5) working days of a vacancy existence for a minimum of five days. In the posting of the notice of the opening, the Employer will set forth the requirements and necessary qualifications for the job. If two or more individuals are similarly qualified for the job, the employee with the most seniority shall be given preference for the job vacancy. The Employer will fill vacancies as soon as possible, when need for such action is necessary, as determined and/or established by the Employer.

#### Section 10.6 Assignment to a Non-Bargaining Unit Position

A full-time or regular part-time employee covered by this Agreement who is transferred or assigned to a position or employee category not covered by this Agreement shall continue to be afforded the rights and privileges provided in this Agreement pertaining to discipline and safety for bargaining unit employees for a period of six (6) months following the date of such assignment or transfer. If during such six (6) month period the employee has not returned to the bargaining unit, he/she shall no longer be covered by the terms and conditions of this Agreement and shall be considered a non-bargaining unit employee.

An employee who is assigned or transferred to a non-bargaining unit position shall retain whatever seniority he/she may have prior to the assignment or transfer. However, no additional seniority will be accumulated beyond the four (4) consecutive weeks specified in Section 1.3.

#### Section 10.7 Seniority and Benefit Accumulation

Seniority shall continue on all approved leaves of absence, unless otherwise specifically provided for in one of the Leave of Absence sections of this Agreement. Benefits such as insurance, vacation, and personal leave shall not accrue, continue, or be paid during any leave of absence, unless otherwise specifically provided in one of the Leave of Absence sections of this Agreement. There shall be no duplication or pyramiding of leave benefits or types of leaves of absence.

#### Section 10.8 Interruption of Seniority

In the event an employee is on an unpaid leave of absence, the employee will stop accruing seniority. An employee's seniority accrual will resume when the employee is back on the job and on the County payroll.

**ARTICLE XI**  
**LAYOFF AND RECALL**

Section 11.1 Layoff

All reductions in the work force shall be accomplished in the following manner:

- a. No full-time, regular part-time, or probationary employee shall be laid off from his/her position in the Department while any temporary or irregular employees are serving in any position in the Department. The Employer shall attempt to provide employees with at least seven (7) calendar days' notice prior to the layoff of such employees.
- b. The first employees to be laid off shall be probationary employees in the classification affected. Thereafter, further layoffs from the affected classification shall be accomplished by laying off regular part-time employees by the inverse order of their seniority; provided, however, the remaining senior employees have the necessary training, ability, and experience to perform the required work and work the required hours. In the event further reductions in the work force are necessary, full-time employees in the classification affected shall be laid off in the inverse order of seniority.
- c. An employee laid off from his/her position shall have the right to bump a less senior employee in an equal or lower classification, provided, he/she has the necessary training, experience, and ability to perform the required work. Full-time employees who are laid off may, according to their seniority, be reduced to part-time status. Any request to be reduced in classification or hours must be made within three (3) days of the date the notice of layoff is issued. For purposes of this section only, Dispatchers and Drivers shall be considered equal classifications.
- d. Employees who are reduced in classification in lieu of layoff shall initially be paid the same salary step in the lower classification to which he/she has been reduced.
- e. The Steward shall have "super-seniority" for purposes of layoff and recall only.

Section 11.2 Recall

In the event the work force is increased, recall to work shall be in the reverse order of layoff from the positions affected, provided the employees have not lost seniority.

Section 11.3 Notification of Recall

Notification of recall from layoff shall be sent by certified mail, return receipt requested, to the employee's last known address. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from the seniority and preferred eligibility lists.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

Section 12.1 Procedure for Requesting Unpaid Personal Leaves

Requests for an unpaid personal leave of absence must be submitted, in writing, by the employee to the Director at least thirty (30) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee, in writing, by the Employer. Any request for an extension of a leave of absence must be submitted, in writing, to the Employer at least ten (10) days in advance of the expiration date of the original leave, if possible, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished, in writing, to the employee by the Employer. Authorization of leave of absence under this Section shall not be withheld unreasonably.

Any employee on unpaid leave of absence (when the employee is not being paid through payroll) will not accrue benefits (pension, vacation days, etc.). This will take affect after the employee is off for five (5) working days on an unpaid leave of absence.

Section 12.2 Purpose of Leave

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of benefits or types of absence. Employees shall not accept employment while on leaves of absence, unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in discipline, up to and including discharge. All leaves of absence shall be without pay, unless specifically provided to the contrary by the provisions of the Leave section involved.

Section 12.3 Active Military Leave

Any full-time and non-probationary employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes, and shall be entitled to any other benefits set forth in this Agreement.

Application for military leave of absence shall be made to the Employer, in writing, as soon as the employee is notified of acceptance or induction into military service, and, in any event, not less than two (2) weeks prior to the employee's separation of employment with the Employer, provided he has received notice from the government.

All benefits such as insurance or vacation shall cease immediately upon the employee's separation from employment.

Section 12.4 Extended Unpaid Leave Due to Illness or Injury

Extended unpaid leave due to illness or injury for a period of time not to exceed sixty (60) days shall be granted automatically upon application from non-probationary employees for illness or

injury, subject to the Employer's right to require proof of disability or injury. Extensions of unpaid leave due to an illness or injury may be granted by the Employer; provided, however, the obligation is on the employee to report any change of conditions or request a continuation of unpaid leave due to an illness or injury.

#### Section 12.5 Maternity Leave

Maternity leave shall be treated the same as a leave due to illness or injury.

#### Section 12.6 Medical Certificates and Examinations

Employees requesting a leave for sickness or injury for an extended period of time or a continuation of personal leave may be required to present a certificate of a physician showing the nature of such sickness or injury and the anticipated time off the job. Should the Employer require documentation in addition to the employee's physician's statement, the Employer shall pay the cost of such documentation.

#### Section 12.7 Jury Duty

Any full-time employee shall be granted a leave of absence with pay when he/she is required to report for jury duty. The employee shall give the Employer prior notification of his/her jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for all time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled payday for such time after endorsing the jury duty check for each day to the Employer, with the exception of those funds allocated for mileage. However, employees who complete such jury duty prior to the end of the workday shall return to their regular workstation for the remainder of the workday, provided they have spent less than six (6) hours in jury duty.

If the Employer is unable to reschedule a regular part-time employee who has notified the Employer of his/her obligation to perform jury duty, the regular part-time employee shall be granted a leave of absence with pay when he/she is required to report for jury duty with the following conditions:

- a. The employee notifies the Employer of the scheduled jury duty immediately upon receipt of jury duty notification.
- b. The Employer has an opportunity to re-schedule the employee's workday.
- c. The regular part-time employee was scheduled to work on the day he/she is scheduled and expected to show up for jury duty.
- d. All applicable guidelines from the first paragraph of this Section shall apply.

Additionally, a regular part-time employee serving on jury duty shall not experience a loss in the number of regularly scheduled work hours, unless the circumstances are beyond the Employer's control.

If jury duty is cancelled, the affected employee will notify the Employer of such before 6:00 p.m. on the date prior to the scheduled duty day.

## Section 12.8 Paid Personal Time

- a. All full-time employees covered by this Agreement who have completed six (6) months of service with the Employer shall be credited with ten (10) paid personal time days on January 1 of each year.
- b. New employees shall not be eligible for paid personal time benefits until they have completed six (6) months of service. Upon completion of six (6) months of service, an employee will be credited with a pro-rata amount of personal time days equal to his/her months of employment prior to January 1, divided by two (2). However, employees whose first six (6) months of service overlap January 1 will be credited with six (6) personal time days upon completion of six (6) months of service. The provisions of subsection (f) shall not apply to an employee who has not completed six (6) months of service by January 1.
- c. Paid personal time shall be granted for personal reasons or when the employee is unable to perform his/her duties because of injury or illness. However, if such time is to be used for other than illness or injury, the employee must request such time at least seventy-two (72) hours in advance of the date requested. If a request for paid personal time is submitted by two (2) or more employees for the same time off, but would interfere with the efficient operation of the department, preference will be given to the employee who submitted their request first. If requests for the same time off are received by two employees on the same day, preference will be given to the most senior employee. All requests for leave must be made to the Director or his designee.
- d. When personal time is used for sickness, the Employer may require, as a condition of personal time, a medical statement setting forth reasons for the leave when there is reason to believe that an employee is abusing his/her personal time benefits.
- e. Personal time shall be charged against the employee's personal time account in the amount taken. Personal time may be taken in a minimum of one (1) hour increments.
- f. At the end of each year, an employee shall be reimbursed for any unused personal time at his/her rate of pay as of December 31, not to exceed six (6) days. Payment shall be made in the first full pay period in January. An employee must be actively employed by the Employer on December 31 to be eligible for a cash-out of unused personal time. The provisions of this subsection shall not apply to an employee who has been on any type of leave for the entire previous year.
- g. Personal leave (unpaid) shall not be granted until all paid time banked has been used.
- h. All regular part-time employees covered by this agreement who have completed six (6) months of service with the Employer shall be credited with nine (9) hours of paid personal time on January 1 of each year. Unused paid personal time for part-time employees shall not be carried over from year to year, nor shall unused paid personal time be paid out.

Section 12.9 Funeral Leave

Funeral leave will be granted for full-time employees to attend the funeral when a death occurs in the employee's immediate family. All full-time employees will, upon request, be granted funeral leave for all scheduled work days in a three (3) day block as long as the funeral is one of the days. For a funeral greater than a distance of four hundred (400) miles or the death of a child or a spouse, all full-time employees will, upon request, be granted funeral leave for all scheduled work days in a five (5) day block as long as the funeral is one of the days.

An employee excused from work under this section shall, after making written application, receive the amount of wages, exclusive of shift or other premiums, that he or she would have earned by working during straight time hours on such scheduled days of work for which he or she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

Immediate family means:

- |                           |                                     |
|---------------------------|-------------------------------------|
| Spouse                    | Stepparent                          |
| Parents                   | Stepchild                           |
| Parents of current spouse | Grandparents                        |
| Spouse's Grandparents     | Child                               |
| Grandchildren             | Brother                             |
| Sister                    | Members of the employee's household |
| Brother-in-law            | Sister-in-law                       |
| Son-in-law                | Daughter-in-law                     |

Additional time, not to exceed a total of seven (7) consecutive days, will be granted through personal, vacation or non-paid days.

Section 12.10 Family Medical Leave

The Employer agrees to comply with the Family Medical Leave of Act of 1993 (FMLA). The Employer shall require the employee to use all accrued paid leave, provided the leave is not covered under the short-term disability policy. However, the employee may elect to save up to ten (10) vacation days.

**ARTICLE XIII**  
**HOLIDAYS**

Section 13.1 Recognized Holidays

The following days shall be observed as holidays for full-time employees covered by this Agreement:

- |                       |                        |
|-----------------------|------------------------|
| New Year's Day        | Day after Thanksgiving |
| Memorial Day          | Christmas Eve Day      |
| Independence Day      | Christmas Day          |
| Labor Day             | New Year's Eve Day     |
| Thanksgiving Day      | Employee's Birthday*   |
| 2 Floating Holidays** |                        |

- \* May be used on a Monday or Friday within the payroll period of occurrence, subject to notifying the Employer of same a minimum of two (2) weeks in advance and approved by the Director to ensure efficient operation of the department affected.
- \*\* May be used subject to notifying the Employer a minimum of two (2) weeks in advance and approved by the Director to ensure efficient operation of the department affected.

### Section 13.2 Holiday Celebration

If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday.

In the event two (2) holidays are scheduled in a row, and one (1) of the holidays is on a Saturday or Sunday, eligible employees will receive pay for that holiday, but will not receive a weekday off in observance of that holiday.

### Section 13.3 Holiday Eligibility

Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- a. The employee must work on the employee's last scheduled day before and the first scheduled day after the holiday, unless the employee is on a paid leave of absence.
- b. An employee who agrees or is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay. An employee who agrees or is scheduled to work on a holiday but fails to work his/her entire shift shall only receive holiday pay based on the number of hours actually worked.
- c. The employee must not be on an unpaid leave of absence or disciplinary suspension.
- d. The employee must not be on layoff in excess of thirty (30) days.

### Section 13.4 Holiday During Vacation

Holidays recognized by this Agreement that fall within an employee's vacation period will not be considered as a part of their vacation.

### Section 13.5 Holiday Pay for Regular Part-time Employees

Regular part-time employees shall receive holiday pay for the above-recognized holidays at the rate of seventy-five percent (75%).

### Section 13.6 Holiday Work

Full-time and regular part-time employees who work on a recognized holiday shall receive time and one-half (1-1/2) their regular straight time rate of pay for all hours actually worked in addition to holiday pay.

**ARTICLE XIV**  
**VACATIONS**

Section 14.1 Vacations

All full-time employees covered by this Agreement shall accrue vacation benefits at the rate of two (2) hours for each pay period worked. During the second year of their employment, employees shall accrue vacation at the rate of three (3) hours for each pay period worked. For purposes of this Section, Employer paid leave shall count as time worked. During the third (3rd) year of their employment and each subsequent year, employees shall accrue vacation at the rate of four (4) hours for each pay period worked. New employees are not eligible to take vacation until they have completed nine (9) months of service.

In addition to the above vacation accrual, full-time employees will receive additional vacation time in accordance with the following schedule:

<u>Seniority Required</u>	<u>Bonus Vacation Days</u>
5 to 9 Years	2 Days
10 to 14 Years	3 Days
15 to 19 Years	3 Days
20 to 24 Years	2 Days
25 Years and Over	2 Days

Section 14.2 Vacation Scheduling

Vacation time off will be arranged each year in the following manner:

- a. On forms furnished by the Employer, employees shall submit their preference for vacation time off. Such form shall be submitted to the Director on or before January 31 of each year.
- b. Where there is a request submitted pursuant to (a) above for the same time off involving two (2) or more employees, and the Director would not be able to operate efficiently, the selection shall be made by the selection of the highest seniority employee getting the desired time off.
- c. No later than February 15 of each year, the Director will post the vacation leave schedule based on (a) above.
- d. Employees who request vacation leave, other than requests submitted pursuant to (a) above, will be given their time off on a first come/first serve basis, but in no event will they be permitted to displace an employee who has submitted a timely request.
- e. Vacation leaves of less than one (1) week shall not be allowed, unless specifically authorized by the Director or his designee. The employee must submit his/her request at least seven (7) days prior to the date requested in the absence of an emergency situation. Such permission shall not be unreasonably withheld. Except as provided in (a) above, the Director or his designee shall notify the employee whether his/her vacation leave request has been granted or denied within five (5) days of the employee submitting his/her request for such vacation leave.

f. Vacation leave (unpaid) shall not be granted until all vacation leave banked has been used.

#### Section 14.3 Vacation Accumulation

Employees may accumulate and carry over from year to year a maximum of twenty (20) vacation days.

Employer will notify employee of the number of vacation days remaining by September 1 of each year.

#### Section 14.4 Vacation After Personal Leave

Employees shall use all accrued/banked personal leave time prior to requesting use of vacation accrual for personal leave reason(s).

### **ARTICLE XV HOURS OF WORK**

#### Section 15.1 Normal Workweek and Workday

The normal workweek for full-time employees shall consist of forty (40) hours per week. The normal workday for full-time employees shall consist of eight (8) hours of work, excluding a one-half (1/2) hour lunch period, unless at least twenty-four (24) hours prior to the posting of the work schedule the employee notifies the Director or his designee of his/her desire not to have a lunch period.

If at least twenty-four (24) hours notice prior to the posting of the work schedule is given to the Director, employees may, at their option, combine their coffee breaks for one-half (1/2) hour break in the mid-point of their shift. This combined break would be in lieu of coffee breaks afforded the employee in Section 15.9 of this Agreement and may only be used for a rest or meal break.

#### Section 15.2 Workweek and Workday Definition

Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek.

#### Section 15.3 Scheduling

The Employer shall have the right to determine, establish, and modify scheduling and manpower requirements to meet the needs of the Employer and the public it serves. It is expressly understood that an employee's work schedule and his/her shift may be changed whenever operating conditions warrant such change. Provided, however, the Employer shall post all regular schedules at least three (3) working days before they are to take effect. Both parties acknowledge there will be exceptions to the three (3) day posting requirement that cannot be anticipated, such as school closings and cancelled special runs.

#### Section 15.4 Split Shifts

The Employer reserves the right to split the regular daily work schedule of any employee, provided that, for full-time employees:

- a. The employee working a split shift will be paid an additional forty cents (40¢) per hour for all hours worked in the second portion of the split shift.
- b. The regular daily work schedule shall not be split into more than two (2) shifts.
- c. The period of time between the split shifts shall not exceed three (3) hours, unless otherwise agreed to by the employee.
- d. Irregular part-time drivers will not be scheduled during the time a full-time driver's shift is split, except to fill in for the absence of a full-time driver or to handle special runs such as group tours, out-of-county runs, Meadow Brook Medical Care Facility runs, etc.

#### Section 15.5 Shift Preference

Within thirty (30) days after ratification of this Agreement and each January thereafter, full-time and regular part-time employees within each classification will be eligible to bid for their preferred shift based on seniority.

The Employer shall determine the shifts available for full-time and regular part-time employees and post the shifts available at least three (3) working days prior to the start of the bidding.

In the event of a permanent vacancy in a full-time shift or in the event of an increase or decrease in the number of full-time shifts, full-time and regular part-time employees may exercise their shift preference in order of seniority.

In the event of a temporary vacancy in a consecutive hour shift expected to be of at least five (5) days in duration, the most-senior full-time or regular part-time employee working a split shift will be offered the position.

#### Section 15.6 Overtime

All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be authorized by the Director.

#### Section 15.7 Premium Pay

- a. Time and one-half (1-1/2) the employee's straight time rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in any one (1) workweek.
- b. Non-worked holidays, paid leaves of absence, and vacations shall not count as "hours worked" for purposes of determining whether an employee is entitled to the premium pay provided by this Section.
- c. Employees shall receive time and one-half (1-1/2) for all hours worked over eight (8) in any one (1) day, provided the employee does not have an "unexcused" absence during the week in which they work over eight (8) hours in one (1) day.

#### Section 15.8 Court Time

Employees required to appear in court or other such agencies on matters directly related to their work with the Employer in which they are personally involved, shall receive their regular rate for all such hours during their regular work schedule. If the employee receives any witness fees,

he/she shall turn them over to the Employer. The employee will be allowed to retain any mileage paid by the Court, provided he/she does not also receive mileage from the Employer.

#### Section 15.9 Coffee Breaks

An employee working a seven and one-half (7-1/2) hour shift or more, regardless if it is a straight shift or split shift, will receive two (2) fifteen (15) minute paid breaks. It will be up to the Director to approve when the breaks can be taken. However, an employee working less than a seven and one-half (7-1/2) hour shift will receive one (1) fifteen (15) minute break per shift. Employees who work ten (10) or more hours in one (1) day shall receive one (1) additional break. Breaks shall be taken at a time so as to allow continuous operation of the Department.

#### Section 15.10 Education

In the event the Employer requires an employee to attend an education class, the employee will be paid for all hours spent in class at the appropriate rate of pay. The Employer will pay the costs and reasonable expenses incurred.

#### Section 15.11 Severe Weather

In severe weather situations, such as blizzards, where the Director closes the Transportation Department, or when the Transportation Department remains open and an employee reports late for work, the employee may elect to make up the time lost within one (1) month, use accumulated paid personal leave, vacation leave, or take leave without pay for the time missed. However, if the Department is closed, the employee will receive a minimum of two (2) hours pay for reporting for work. The Employer may, at its option, assign the employee duties during that two (2) hour period.

#### Section 15.12 Special Runs

Special runs will be filled first by employees in the driver's classification who sign a quarterly posting. Assignments shall be filled, initially using seniority, and thereafter by rotating available special runs. Exceptions would be allowed if a group requested a particular driver or if the request creating the special run was received by the Employer after the schedule for that week had been posted.

A special run is defined as an event lasting six (6) or more hours, Monday through Friday, and of any duration on Saturday, Sunday, or a holiday. Any employee not available or who refuses a special run when scheduled will not be offered another special run until the normal rotation gets back to them.

#### Section 15.13 Meal Reimbursement

Any employee who is assigned, and who is working out of Antrim County for a period of four (4) or more hours in a workday, and during his/her normal lunch and/or dinner break, will be reimbursed for lunch and/or dinner purchased during that time. Reimbursement shall be according to Employer policy.

#### Section 15.14 Call Back Pay

Mechanics and Mechanic's Helpers called into work after leaving his/her shift shall receive a minimum of two (2) hours of pay at the applicable rate. The Employer may, at its option, assign

any duties during such two (2) hour period.

#### Section 15.15 Reporting for Duty Pay

Employees who report for duty as scheduled and are not assigned work shall receive two (2) hours pay at their scheduled hourly rate. The Employer may elect to send the employee(s) home and in doing so, the hours (2) paid shall not be used to count towards overtime situations.

### **ARTICLE XVI INSURANCE AND PENSION**

#### Section 16.1 Health Insurance

Employer agrees to provide group health insurance benefits for full-time and regular part-time employees, including dependent coverage. The current base plan includes:

- Thirty dollars (\$30.00) co-pay on primary care doctor office visits, zero dollars (\$0) for virtual visits, forty-five dollars (\$45.00) for specialist office visits, (\$60.00) for urgent care visits, one hundred dollars (\$100.00) for emergency room visits.
- Prescription drug rider co-pay of fifteen dollars (\$15.00) generic and fifty dollars (\$50.00) preferred brand, eighty dollars (\$80.00) non-preferred specialty brand.
- \$750/Individual \$1,500/Family deductible.
- Once deductible is satisfied, the plan becomes an 80/20 plan with a member coinsurance maximum of \$1,500/\$3,000 annually.
- Annual out-of-pocket maximum is \$7,900/Individual \$15,800/Family for both plans. This "bucket" collects everything a person pays, including deductible, coinsurance, and copays.
- Once out-of-pocket maximum is reached the plan will pay 100% of all covered expenses including the services that once had copays tied to them.
- The dental coverage shall have a cap of \$1,000 annually and \$1,000 lifetime for orthodontics.

All options include prescription and dental coverage. Optical insurance, Vision Service Plan (VSP), shall be available to employees only through payroll deduction.

The Employer shall notify the employee of any increase in insurance premium, as soon as possible, prior to the implementation of such increase in premium. Employees shall have the option of negotiating modifications or reductions in benefit levels to reduce premium co-payments.

All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

Employees may "buy up" to other offered insurance plans but must pay one hundred percent (100%) of the difference between the Employer's caps and the cost of the other plan. The caps will be adjusted annually based on the medical care component of the United States Consumers Price Index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics. For the 2020 benefit year, the caps are as follows:

Monthly Caps from January 1, 2020 – December 31, 2020

Single	\$	568.24
Two-Person	\$	1,273.14
Family	\$	1,591.43

Employees whose spouses are also employed by Antrim County will not be eligible to be double covered under the health insurance program. The employee who is ineligible for coverage under the health insurance program will have the option to participate in the annuity in lieu of health insurance program described in Section 16.2 of this Agreement.

New employees shall not be covered by the County's health insurance until they have been employed by Antrim County for sixty (60) days.

Section 16.2 Annuity in Lieu of Health Insurance

During the term of this Agreement, for full-time and regular part-time employees who are eligible for hospitalization insurance, and are able to demonstrate they have health insurance from another source, the Employer agrees to provide an annuity in lieu of health insurance in an amount of three hundred sixty-two dollars (\$362.00) per month.

New employees shall not be eligible for the annuity in lieu of health insurance program until they have been employed by Antrim County for sixty (60) days.

Section 16.3 Sickness/Accident Insurance

The Employer shall provide, at its expense, a sickness/accident lost wage insurance policy, the terms of which shall pay a minimum of seventy percent (70%) of the employee's gross wage, for up to twenty-six (26) weeks per occurrence/per year commencing on the first day of an accident or eighth day of illness.

Section 16.4 Provisions of Insurance Plans

No matter respecting the provisions of any of the insurance programs set forth in this Agreement, other than the payment of premiums, shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

Section 16.5 Selection of Insurance Carriers

The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Section 16.1, to be a self-insurer, either wholly or partially, with respect to such benefits,

and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially the same. The Union shall be notified prior to any change.

Section 16.6 Continuation of Benefits

There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, layoff, retire, or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or occurred. If the employee is granted a Family Medical Leave, the Employer agrees

to continue premium payments for up to a twelve (12) week period, consistent with the Family Medical Leave Act (FMLA).

An employee who is not on the County's payroll (hours actually worked, vacation time or personal time) is considered to be on a leave of absence.

#### Section 16.7 Statutory Changes in Health Insurance

If, during the term of this Agreement, Federal or State legislation is enacted regarding employee health insurance benefits and such legislation affects either the Employer or the employees, both parties agree to meet and negotiate the effects.

#### Section 16.8 Retirement

For the duration of this contract, the pension shall be provided through the MERS B-4 pension plan. Provision is made for an employee to have his or her service time computed from the sixty-first (61) day of continuous employment. The Employer will notify each new employee of this provision.

- a. For employees hired before January 1, 2014, the Employer shall pay the full cost, inclusive of the employee's share of the MERS B-4 pension.
- b. Employees eligible to participate in the MERS pension plan under the MERS Plan Document hired on or after January 1, 2014 will be covered by the MERS Hybrid Plan. The Plan will consist of a Defined Benefit (DB) component with a 1.25% benefit multiplier and a Defined Contribution (DC) component. The Employer and the employee will contribute to the DC component of the Plan, with the employee contributing a minimum of one percent (1%) contribution to the DC component of the Plan, and will be allowed to make additional contributions as allowed under the Plan, MERS regulations and any applicable laws. The County will match the employee's contribution in an amount not to exceed eight percent (8%) of the employee's payroll less the cost to the Employer of the DB component of the Plan with the Employer's maximum combined DB and DC contribution being eight percent (8%). Employees will be one hundred percent (100%) vested after six (6) years of service.

#### Section 16.9 Life Insurance

The Employer will provide decreasing group term life insurance for each employee in the amount of twenty-five thousand dollars (\$25,000.00). All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

### **ARTICLE XVII CLASSIFICATION AND WAGES**

#### Section 17.1 Wages and Deferred Compensation

Listed in Appendix "A," and incorporated herein, are the classifications covered by this Agreement and terms for reopening economic matters during the life of this Agreement. The Employer will match employee contributions under the same formula as applied to the Teamsters General Employee Unit of Antrim County as deferred compensation.

Section 17.2 New Classifications

When a new job is placed in the unit and cannot be placed in an existing classification, the employer will notify the Union prior to establishing a classification and wage rate. In the event the Union does not agree that the rate is proper, it shall be subject to negotiations.

**ARTICLE XVIII**  
**EQUIPMENT ACCIDENTS AND REPORTS**

Section 18.1 Unsafe Equipment

The Employer shall not require employees to operate equipment or 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 18.2 Accident Reports

Any employee involved in any accident shall report said accident and any physical injury sustained immediately. When required by the Employer, the 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 the accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 18.3 Equipment Reports

Employees shall report all defects of equipment immediately or at the end of their shifts. Such reports shall be made in multiple copies, one (1) 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 the equipment has been approved as being safe by the Maintenance Department or the Director.

Section 18.4 Equipment

The Employer shall furnish all equipment it deems necessary for employees to perform their assigned jobs in accordance with Department of Transportation (DOT) requirements, and maintain such equipment in a safe and operating condition.

**ARTICLE XIX**  
**MISCELLANEOUS**

Section 19.1 Captions

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

Section 19.2 Separability

Any part of this Agreement which shall be held invalid or in conflict with applicable state or federal law by a court of competent jurisdiction shall be null and void, but only to the extent of the conflict

all other parts shall continue in full force and effect for the duration of this Agreement. The parties shall, upon notice, meet at a mutually acceptable time and renegotiate the part or parts so affected.

### Section 19.3 Medical Arbitration

In situations where an employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his/her job, the Employer may require a medical examination at its expense and, if cause is found, require the employee to take or remain on a personal leave of absence. In the event of a dispute involving an employee's physical or mental capability to perform his/her job and the Employer is not satisfied with the determination of the treating physician, the Employer may require the employee to be examined by a doctor of its choice and at its expense. In the event an employee is not satisfied with a determination of the Employer's physician, he/she may submit a report from his/her physician at his/her expense. If a dispute exists, final resolution, binding on both parties, shall be a report of a third doctor chosen by the employee's doctor and the Employer's doctor. The cost of this report shall be shared equally by the Employer and the employee. The provisions of this Section shall not apply in determining eligibility for Workers' Compensation.

### Section 19.4 Driver's Licenses

All drivers and driver/dispatchers shall be required, as a condition of employment, to maintain a bona fide Michigan operator's license with all appropriate endorsements. The Employer shall reimburse each employee required to have a commercial driver's license (CDL) the difference in cost between a regular license and a license with a CDL endorsement, and will pay for the cost of road tests and/or physical examinations if required.

### Section 19.5 Mileage

Whenever an employee is requested by the Employer to use his/her own personal vehicle on the business of the Employer, he/she shall be accorded mileage at the then applicable County rate.

### Section 19.6 First Aid Kits

All buses will be furnished with one (1) first aid kit.

### Section 19.7 Safety Committee

A Safety Committee shall be composed of one (1) Union and one (1) Employer representative who will meet when necessary for the purpose of discussing safety matters with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. There shall be input from a member of the Board of Commissioners, if necessary.

### Section 19.8 Union Access

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. The Union will arrange with the Employer for time and place prior to the

occurrence of such visits.

#### Section 19.9 Uniforms

Full-time Mechanics and the Driver/Mechanic Helper will be provided with five (5) changes of uniforms per week.

#### Section 19.10 State Certifications

The Employer agrees to pay for the full-time Mechanic's state certification and up to one (1) other state required test per year (state certifications listed below), provided the employee remains under County employment in the Mechanic position for a minimum of one (1) year. In the event the employee does not remain in the Mechanic position for the one (1) year minimum, the employee shall pay the Employer for the cost of all certifications paid for by the Employer in the previous one (1) year period.

##### Required certifications are as follows:

Master Automobile	Heating & A.C. (Auto)	Front End & Steer (Auto)
Engine Repair (Auto)	Tune-up/perform (Auto)	Electrical System (Truck)
Automatic Trans (Auto)	Gas Engine Repair (Truck)	Electrical Systems (Auto)
Man Trans & Axles (Auto)	Diesel Engine Repair (Truck)	Brakes (Truck), Brakes (Auto)

#### Section 19.11 Safety Shoes

The Employer shall provide a shoe allowance of Seventy-five Dollars (\$75.00) per year to the full-time Mechanic and Driver/Mechanic Helper upon submission of a proof of purchase of safety shoes.

#### Section 19.12 Work in Higher Classification

Employees who are assigned to work in a higher classification shall be paid at the step in the higher classification which reflects an increase provided the employee works one (1) day or more in the higher classification.

#### Section 19.13 Bulletin Board

The Employer shall provide bulletin board space for the posting of Union notices. However, the Employer reserves the right to police the bulletin board for offensive material.

#### Section 19.14 On-the-Job Injuries

An employee who is injured on the job and is released from work by the Employer's physician will be paid for the balance of the workday.

#### Section 19.15 Address Changes

An employee shall notify the Employer, in writing, of any change in the name or address promptly and, in any event, within seven (7) days after such changes have been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

#### Section 19.16 Outside Employment

No employee shall work at outside employment which will in any way interfere with the effective discharge of the duties required to satisfactorily function in the position held with the Employer. The Employer may make reasonable accommodation for employees who hold positions as volunteer firefighters or ambulance attendants when performance of these duties conflict with the required duties of the Employer. However, employees who hold volunteer firefighter or ambulance positions shall notify the Employer, in writing, that they hold these positions.

#### Section 19.17 Subcontracting

- a. It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer, however, reserves the right to contract out any work where the contracting out will result in improved efficiency or economy or in the event of an emergency.
- b. In the event the Employer deems it necessary to subcontract work presently assigned to bargaining unit employees and such action will result in the layoff of a bargaining unit employee or in a reduction in hours resulting in the loss of fringe benefits to bargaining unit employees, the Employer will notify the Union and offer the Union an opportunity to discuss the desirability of subcontracting such work.

#### Section 19.18 Benefits on Termination without Two Weeks' Notice

Any employee who willingly terminates employment without two (2) weeks' notice will not receive payment for any paid personal time or accrued vacation. The employee must be on the job and working for a period of time equal to two (2) weeks after the two (2) weeks' notice is given unless there are circumstances beyond the employee's control. Payout of vacation time and personal time will be made minus any deductions the employee owes the County.

#### Section 19.19 Employees Covered by this Agreement

Upon ratification, only those eligible individuals currently employed by Antrim County and on the payroll at the time of ratification, and eligible employees hired in the future, shall be covered by the Agreement.

#### Section 19.20 Emergency Manager

To the extent required by MCL 423.215(7) this provision allows an Emergency Manager appointed under the Local Financial Stability and Choice Act (being MCL 141.1541, et seq) to reject, modify, or terminate the collective bargaining agreement as provided in the Local Financial Stability and Choice Act, MCL 141.1541 to 141.1575.

### **ARTICLE XX** **SCOPE OF AGREEMENT**

#### Section 20.1 Waiver Clause

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which

may be asserted in arbitration hereunder or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

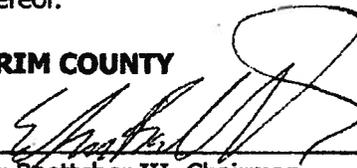
Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE XXI  
DURATION**

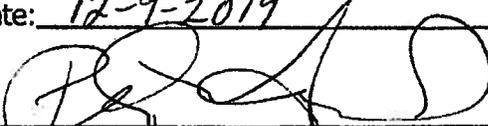
Section 21.1 Termination

This Agreement shall remain in force until December 31, 2022, and thereafter for successive periods of one (1) year, unless either party shall, on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, change, or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

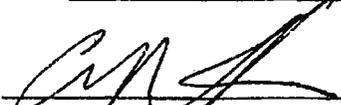
**ANTRIM COUNTY**

  
\_\_\_\_\_  
Edgar Boettcher III, Chairman

Date: 12-9-2019

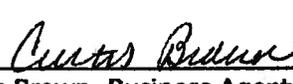
  
\_\_\_\_\_  
Peter Garwood, County Administrator

Date: 12-12-2019

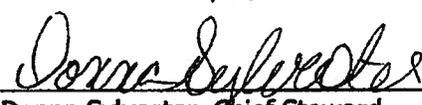
  
\_\_\_\_\_  
Alan Meacham, ACT Director

Date: 12-10-2019

**TEAMSTERS LOCAL 214**

  
\_\_\_\_\_  
Curtis Brown, Business Agent

Date: 12/16/19

  
\_\_\_\_\_  
Donna Sylvester, Chief Steward

Date: 12-12-19

## ANTRIM COUNTY TRANSPORTATION UNIT - APPENDIX A

### Wage Scale 2020

Classification	2020 Increase	2019 Start	2020 START	2019 90 Days	2020 90 DAYS	2019 6 Month	2020 6 MONTH	2019 1 Year	2020 1 YEAR	2019 2 Years	2020 2 YEARS	2019 3 Years	2020 3 YEARS
Mechanic *	3.0%	18.78	19.34	19.23	19.81	19.66	20.25	20.09	20.69	21.04	21.67	21.95	22.61
Driver	3.0%	13.77	14.18	14.15	14.57	14.28	14.71	14.80	15.24	15.15	15.60	15.48	15.94
Dispatcher	3.0%	14.54	14.98	14.89	15.34	15.03	15.48	15.56	16.03	15.88	16.36	16.24	16.73
Driver/Mechanic Helper	3.0%	14.15	14.57	14.65	15.09	14.90	15.35	15.15	15.60	15.48	15.94	15.81	16.28

\* Mechanic classification shall receive a tool allowance of one thousand dollars (\$1,000.00) per year. Payment in a lump sum of one thousand dollars (\$1,000.00) to be made in the first payroll period of January annually, contingent on the recipient being an employee for the preceding twelve (12) months. The mechanic is responsible for purchasing all his/her own tools including updates, software and replacement of all equipment currently owned by the mechanic.

The County will designate a mechanic as the lead mechanic and a dispatcher as the lead dispatcher separate from the pay scale. The County will pay the employees so designated an additional 50 cents per hour. The additional 50 cents per hour will not be included in the regular classification and pay scale.

### Wage Scale 2021

Classification	2021 Increase	2020 Start	2021 START	2020 90 Days	2021 90 DAYS	2020 6 Month	2021 6 MONTH	2020 1 Year	2021 1 YEAR	2020 2 Years	2021 2 YEARS	2020 3 Years	2021 3 YEARS
Mechanic *	3.0%	19.34	19.92	19.81	20.40	20.25	20.86	20.69	21.31	21.67	22.32	22.61	23.29
Driver	3.0%	14.18	14.61	14.57	15.01	14.71	15.15	15.24	15.70	15.60	16.07	15.94	16.42
Dispatcher	3.0%	14.98	15.43	15.34	15.80	15.48	15.94	16.03	16.51	16.36	16.85	16.73	17.23
Driver/Mechanic Helper	3.0%	14.57	15.01	15.09	15.54	15.35	15.81	15.60	16.07	15.94	16.42	16.28	16.77

\* Mechanic classification shall receive a tool allowance of one thousand dollars (\$1,000.00) per year. Payment in a lump sum of one thousand dollars (\$1,000.00) to be made in the first payroll period of January annually, contingent on the recipient being an employee for the preceding twelve (12) months. The mechanic is responsible for purchasing all his/her own tools including updates, software and replacement of all equipment currently owned by the mechanic.

The County will designate a mechanic as the lead mechanic and a dispatcher as the lead dispatcher separate from the pay scale. The County will pay the employees so designated an additional 50 cents per hour. The additional 50 cents per hour will not be included in the regular classification and pay scale.

### Wage Scale 2022

Classification	2022 Increase	2021 Start	2022 START	2021 90 Days	2022 90 DAYS	2021 6 Month	2022 6 MONTH	2021 1 Year	2022 1 YEAR	2021 2 Years	2022 2 YEARS	2021 3 Years	2022 3 YEARS
Mechanic *	3.0%	19.92	20.52	20.40	21.01	20.86	21.49	21.31	21.95	22.32	22.99	23.29	23.99
Driver	3.0%	14.61	15.05	15.01	15.46	15.15	15.60	15.70	16.17	16.07	16.55	16.42	16.91
Dispatcher	3.0%	15.43	15.89	15.80	16.27	15.94	16.42	16.51	17.01	16.85	17.36	17.23	17.75
Driver/Mechanic Helper	3.0%	15.01	15.46	15.54	16.01	15.81	16.28	16.07	16.55	16.42	16.91	16.77	17.27

\* Mechanic classification shall receive a tool allowance of one thousand dollars (\$1,000.00) per year. Payment in a lump sum of one thousand dollars (\$1,000.00) to be made in the first payroll period of January annually, contingent on the recipient being an employee for the preceding twelve (12) months. The mechanic is responsible for purchasing all his/her own tools including updates, software and replacement of all equipment currently owned by the mechanic.

The County will designate a mechanic as the lead mechanic and a dispatcher as the lead dispatcher separate from the pay scale. The County will pay the employees so designated an additional 50 cents per hour. The additional 50 cents per hour will not be included in the regular classification and pay scale.