

12/31/94

A G R E E M E N T

Between

THE SCHOOLCRAFT COUNTY ROAD COMMISSION

And

TEAMSTERS UNION LOCAL NO. 328, I.B.T.

EFFECTIVE: JANUARY 1, 1993  
THRU  
DECEMBER 31, 1994

January 25, 1993

*Schoolcraft County Road Commission*

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## AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 1993, by and between SCHOOLCRAFT COUNTY ROAD COMMISSION, located at Manistique, Michigan, party of the first part and hereinafter termed the "Employer" and TEAMSTERS LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, and hereinafter called the "Union".

WHEREAS, the purpose of this Agreement is to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so as to have as much continuous employment for the Commission and workmen as possible without interruption or other labor trouble.

NOW THEREFORE, in consideration of the mutual promise hereinafter set forth, the Commission and the Union hereby agree as follows:

### ARTICLE 1

#### RECOGNITION, AGENCY SHOP AND DUES

SECTION 101. 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 102. 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 to such matters.

(a). 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 of 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.

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

(c). 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 re-negotiated for the purpose of adequate replacement.

SECTION 103. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of the Local (No. 328) and pay such amount deducted to said Local No. 328 for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union.

SECTION 104. Temporary employees shall be defined as those employees who are hired for a duration of time less than six (6) months. Temporary employees will not be utilized to replace full-time workers, will not be covered by the provisions of this Agreement, and will not be members of the bargaining unit.

## ARTICLE 2

### EXTRA-CONTRACT AGREEMENTS

SECTION 201. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

### ARTICLE 3

#### WAGES

SECTION 301. Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that the said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

### ARTICLE 4

#### SENIORITY

SECTION 401. A listing of employees, arranged in the order of their seniority shall be posted on the Bulletin board. Any disagreement shall be submitted to the Grievance Procedure.

SECTION 402. In a case of reduction in the force, the last employee hired shall be the first laid off, and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. This Section does not apply to temporary employees.

SECTION 403. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than two years. In the event of a layoff, an employee so laid off shall be given two weeks notice of recall mailed to his last known address. 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 404. An employee who without just cause refuses to report to work shall be deemed a voluntary quit.

SECTION 405. Promotion shall mean upgrade to higher pay classification. Promotion is dependent upon opening, ability and seniority, with the final decision to be made by the Employer, subject to the grievance procedure in the event of disagreement.

SECTION 406. Promotions shall be posted in a conspicuous place on the bulletin board for a minimum period of five (5) days so all eligible employees may have the opportunity to bid on the job. All bids will be listed and posted on said board.

SECTION 407. Once an employee bids on equipment and is awarded the job, he/she will not be allowed to bump off the equipment, except for valid reason. This section will not preclude lateral transfers when a vacancy occurs.

SECTION 408. Temporary employees shall be given first opportunity to qualify as regular employees, subject, however, to the unqualified right of the Employer to exercise a good faith and sole discretion in judging whether a temporary employee is to be employed for a length of time sufficient to qualify for regular employment.

SECTION 409. By mutual consent of Employer and Union, temporary employees may receive credit for time served in temporary employment, which credit may apply against the probationary period hereinafter defined.

- (a). All new full-time employees hired to fill a job classification covered by this Agreement shall serve a probationary period of six (6) months, uninterrupted by any type of service break, during which time they will be termed "probationary employees".
- (b) Probationary employees service with the Employer terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.
- (c). During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time employee and his seniority date shall be considered to be his date of hire, not including work as a temporary employee.
- (d). In the event that the Employer terminates a probationary employee, all Union dues and initiation fees collected from the employee will be returned by the Union.

SECTION 410. Night Patrol will be assigned on the basis of seniority, unless either garage implements a mutually-agreed-upon system to provide coverage. Employees regularly assigned to the Graders will be exempt and will not be assigned to Night Patrol.

## ARTICLE 5

### DISCHARGE OR SUSPENSION

SECTION 501. The Employer shall not discharge nor suspend any employee without just cause. In the event of discharge or suspension, written notice thereof shall be given to the Union and the affected employee or employees.

## ARTICLE 6

### GRIEVANCE PROCEDURE

SECTION 601. It is mutually agreed that, except where in this Agreement otherwise stated to the contrary, all grievances, disputes or complaints between the Employer and the Union, or any employee or employees, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and there shall at no time be any lockouts, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work except as permitted hereunder or by applicable law.

SECTION 602. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. Should any grievance(s) arise, the same shall be brought to Step 1 of the Grievance Procedure by the affected employee(s) within five (5) days of occurrence.

STEP 1. By conference between the aggrieved employee, the steward or both, and his immediate supervisor.

STEP 2. By conference between the employee(s), steward, said supervisor and the superintendent (or the latter's designee).

STEP 3. By conference between the Commission and such Union representative as is designated by the Union.

STEP 4. In the event the grievance is not settled through above procedure, either party may request arbitration. The Michigan Employment Relations Commission shall be requested to furnish a list of arbitrators, and both sides to the dispute will attempt to agree on an arbitrator. If agreement is not reached within one (1) week of receipt of the list of arbitrators, the Michigan Employment Relations Commission will be requested to appoint an arbitrator. The expense of the arbitrator shall be shared equally by the parties.

The arbitrator's jurisdiction shall be limited to interpretation of contractual language and intent, and not items of negotiation such as wage levels.

SECTION 603. Steps 1 and 2 shall be completed within three days. If not settled through Step 2, the employee(s)

shall reduce such grievance to writing delivered to the superintendent (or the latter's designee). Not later than ten (10) days after delivery of such grievance, Step 3 shall be given effect.

## ARTICLE 7

### STEWARDS

SECTION 701. The Employer recognizes the right of the Union to designate one job steward and two alternates. The steward (and alternates) shall be regular employees of the Employer.

SECTION 702. The authority of the steward (and alternates) so designated by the Union shall be limited to and shall not exceed the following duties and activities.

- (a). The investigation and presentation of grievances in accordance with the Grievance Procedure;
- (b). The collection of dues when authorized by appropriate Local Union action;
- (c). 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,
  - (1). have been reduced to writing , or
  - (2). if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, or refusal to handle goods or any interference with the Employer's business.

SECTION 703. The steward and/or alternates have no authority to take any action interrupting the Employer's operations.

SECTION 704. The Employer recognizes these limitations upon the authority of stewards and alternates, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing the aforesaid limitations, shall have the authority to impose disciplinary action, including discharge, in the event the steward has taken unauthorized action, slowdown, or work stoppage in violation of this Agreement.

## ARTICLE 8

### ABSENCE

SECTION 801. Any employee desiring a leave of absence from his employment shall secure written permission from both Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

SECTION 802. Permission for extension must be secured from both Local Union and Employer.

SECTION 803. The employee shall, in writing state his reason for leave.

SECTION 804. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

SECTION 805. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

SECTION 806. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either Union or Employer.

SECTION 807. The period of absence shall be deducted from vacation credits of the employee.

## ARTICLE 9

### LIMITATIONS OF AUTHORITY AND LIABILITY

SECTION 901. No employee or Union member shall be empowered to call or cause any work stoppage, cessation of employment of any kind whatsoever, or interfere with Employer's operations.

SECTION 902. Any individual employee or group of employees who willfully violate or disregard the grievance procedure set forth in Article 6 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE 10

### HEALTH & WELFARE AND PENSION

SECTION 1001. The Employer will pay into Blue Cross & Blue Shield of Michigan (or equivalent provider) the full insurance premium, including the upgrading agreed to in our

current negotiations, for each employee (both single and married), plus any increase which may incur on the present policy. (New employees qualify after thirty days).

SECTION 1002. Such contributions must be made for each week on each regular employee, even though such employee may work only part-time during such week.

SECTION 1003. Upon retirement or disability retirement, each employee will be eligible for thirty-six (36) consecutive months of single subscriber Health Insurance upon retirement. This benefit will expire upon reaching the age of sixty-five (65) or utilization of the benefit for thirty-six (36) months, whichever occurs sooner.

SECTION 1004. If such employee is laid off due to reduction in work force, or is absent because of sickness or off-the-job injury (provided the employee is not injured in the employment of another employer or in other gainful employment), and notifies the Employer of such sickness or injury, the Employer shall continue to make said weekly contributions during such absence up to, but not in excess of six (6) months. If such absence extends beyond said six (6) months, and all employees who are thus absent desire to continue participation in the plan, the Employer agrees to accept pre-payment of monies for payment of such contributions, to the extent of such pre-payment is tendered the Employer for a period not to exceed twelve (12) additional weeks.

SECTION 1005. If an employee is absent due to on-the-job injury, the Employer shall continue to pay said weekly contributions on his behalf until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

SECTION 1006. If an employee is granted a leave of absence, the Employer agrees to accept from said employee, pre-payment of monies for the payment of such contributions during such absence, to the extent such pre-payment is tendered by the Employer.

SECTION 1007. The Employer will provide full payment of MERS Pension Option B-3 and Option E-2.

SECTION 1008. For the duration of their employment with the Schoolcraft County Road Commission, the employees will be furnished with a deferred compensation plan of \$240 per year with PEBSO in place of a life insurance policy. Social Security taxes will be paid on these wages in accordance with Federal law.

## ARTICLE 11

### PAID FOR TIME

SECTION 1101. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee registers in, and until the time he is released from duty.

SECTION 1102. Employees called to work shall be allowed sufficient time, without pay, to report and shall draw full pay from the time of registering in. If not put to work, the employees shall be guaranteed two (2) hours pay at the rate specified in this Agreement. If put to work, the employees shall receive four (4) hours work or pay equivalent thereto.

## ARTICLE 12

### PAY PERIOD

SECTION 1201. All regular employees covered by this Agreement shall be paid in full bi-weekly. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

## ARTICLE 13

### REPORTS

SECTION 1301. Any employee involved in any accident or mishap involving equipment of the Employer shall immediately report such accident or mishap to his supervisor or the superintendent, if such accident or mishap occasions loss or damage to equipment or property of the Employer or one or more third persons, or occasions personal injury to the employee or any third person. If requested by the Employer (including foreman, supervisor or superintendent) the employee, before starting his next work shift, shall make out and sign an informative written accident report setting forth therein pertinent details, including, without limitation, the names and addresses of any known witnesses. Failure to comply with this Article 13 shall subject such employee to disciplinary action by the Employer.

## ARTICLE 14

### SAFETY DEVICES

SECTION 1401. Employees shall utilize safety devices or apparel as may be necessary to comply with MIOSHA standards.

SECTION 1402. The Employer will, at the employee's option, either furnish safety glasses or provide for payment equal to the Road Commission's cost, to be utilized by the employee to purchase approved safety glasses.

SECTION 1403. The Employer will furnish sunglasses.

SECTION 1404. The employee will be responsible for furnishing the prescription to the Employer, when necessary, so the County can purchase appropriate glasses.

SECTION 1405. All safety rules will be enforced. Safety standards will be in accordance with County Road Self-Insurance Fund.

## ARTICLE 15

### MILITARY SERVICE

SECTION 1501. Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall upon termination of such service be re-employed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

## ARTICLE 16

### SEPARABILITY AND SAVINGS CLAUSE

SECTION 1601. If any article or Section of this Agreement shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 1602. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of

invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all lawful recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

#### ARTICLE 17

##### ILLEGAL DEDUCTIONS FROM EMPLOYEES PAY

SECTION 1701. It shall be considered a violation of this Agreement for the Employer to deduct any money from the employee's pay, except deductions required by Federal or State laws, unless mutually agreed upon between the parties.

#### ARTICLE 18

##### WORKERS' COMPENSATION

SECTION 1801. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims, when such claims are due and owing. The Employer shall provide Workers' Compensation protection for all employees.

#### ARTICLE 19

##### UNION BULLETIN BOARDS

SECTION 1901. The Employer agrees to accord the Union reasonable space on bulletin boards at Manistique and Seney for posting by the Union of official business of the Union.

#### ARTICLE 20

##### COST OF LIVING

SECTION 2001. The amount of the Cost of Living adjustment shall be determined and redetermined on the basis of the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Urban Consumer's Schedule, U.S. City Average, All Items (1967=100), hereinafter referred to as the "Index".

SECTION 2002. The first Cost of Living adjustment paid under this Agreement will be in January of 1993 and quarterly thereafter. The base figure for this and subsequent calculations will be August of 1992. The Cost of Living adjustments under this Agreement will be calculated as follows:

(a) Schedule of Cost of Living Adjustments:

<u>Index To Be Utilized For</u> <u>Quarterly Calculation:</u>	<u>To Be Applied To Base Rate</u> <u>First Pay Period:</u>
November	January
February	April
May	July
August	October

SECTION 2003. The amount of the Cost of Living adjustment will be computed by using the appropriate Index figure to be utilized in the quarterly calculation and subtracting the base figure of August, 1992. The figure so derived will be divided by .5 carried to a mill, rounded to the nearest cent, and the result will be the total Cost of Living adjustment.

SECTION 2004. The amount so derived will be reduced by the amount of any previous Cost of Living adjustment awarded, and having been incorporated in the base hourly rate, under this Agreement.

SECTION 2005. The format for calculating the adjustments will be as follows:

Latest Quarterly Index Figure	( )
Less Base (August 1992)	
Divide this figure by	.5
Carry to mill and round off	( )
Deduct previous awards	( )
Total Quarterly Adj.	

SECTION 2006. In the event that the format for the Index is revised by the Bureau of Labor Statistics, either party may request a reopening of the Cost of Living provision solely for the purpose of clarification of how the revised format will be applied to this Contract, provided however that any such subsequent negotiations will be strictly confined to revising the wording with the intent of producing the same economic results as originally negotiated and contained herein.

SECTION 2007. In the event the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning of one of the periods referred in the above schedule, any adjustment in the allowance required by such late Index publication shall not become effective until

the first pay period following publication of said Index. No adjustments, retroactive or otherwise shall be made in the amount of the quarterly Cost of Living Allowance, due to any revisions which may be made subsequent to the original published figures during any quarterly period. A decline in the Index will not result in a reduction of classification base rates.

## ARTICLE 21

### WORK WEEK

SECTION 2101. The work week shall begin at 12:01 A.M. Sunday and end at 12:00 Midnight Saturday.

SECTION 2102. All employees shall be guaranteed forty (40) hours of work per week unless the employee is ill or absent of his own volition. When employees take time off of their own volition the guaranteed hours shall be reduced by the amount of time off. The guarantee shall not be construed so as to prevent discharge or layoff in the event of a decrease in the amount of work available.

SECTION 2103. All employees shall be allowed a fifteen (15) minute lunch period approximately in the middle of the first half shift at the time designated by the Employer.

SECTION 2104. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2X) the rate of pay.

SECTION 2105. As to work in excess of forty (40) hours a week, such hours shall be equalized insofar as possible in the various job classifications. Employees assigned to a specific work area shall be called first. Any employee who works a run Saturday shall be the first called Sunday on the same run.

SECTION 2106. Time and one-half (1-1/2X) shall be paid for Sunday work. In computing pay for Saturday work, sick leave taken during that current week will be treated as time worked.

## ARTICLE 22

### HOLIDAYS

SECTION 2201. Regular employees shall receive their regular wages in the week the following named holidays occur: New Years Day; Good Friday; Memorial Day; July 4th; Labor Day; Thanksgiving Day; the day before Christmas; Christmas Day; the employee's Birthday and one floating holiday. Should a holiday fall on Sunday, Monday shall be

considered to be the holiday. In the event a holiday occurs while an employee is on sick leave, he shall receive holiday pay for the holiday and no charge will be made against his accumulated sick leave. If a holiday falls on Saturday, the preceding Friday shall be considered the holiday.

SECTION 2202. Employees called to work on a holiday shall receive a guarantee of four (4) hours at time and one-half (1-1/2X) his regular rate of pay. All holidays worked shall be paid at the rate of time and one-half (1-1/2X) their rate of pay.

SECTION 2203. The day after Thanksgiving will be considered a special holiday. If, by reason of snow or other emergency condition, an employee is compelled to work on this special holiday, another holiday shall be awarded by mutual agreement. Time worked on this special holiday will be paid at straight time. By mutual agreement, this holiday may be scheduled for another time during the current year.

## ARTICLE 23

### VACATIONS

SECTION 2301. Employees who have been employed continuously by the Employer for a period of one (1) year or more shall be entitled to vacation as provided for in the following table:

<u>YEARS OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
One (1)	6 days or 48 hours
Three (3)	12 days or 96 hours
Six (6)	15 days or 120 hours
Ten (10)	18 days or 144 hours
Fifteen (15)	20 days or 160 hours
Twenty (20)	25 days or 200 hours
Twenty-Five (25)	30 days or 240 hours

SECTION 2302. The selection of vacation shall be seniority and insofar as practicable shall be at the time of employee's choice. However, the Commission may regulate the number of employees that may be off at any one time, to prevent curtailment or stoppages in essential work or projects.

SECTION 2303. Employees shall submit their vacation requests to their foreman two (2) weeks in advance of anticipated vacation.

SECTION 2304. Vacation will be paid at the employee's normal rate of pay.

SECTION 2305. Vacation time will be counted as time worked for the purposes of computing overtime.

SECTION 2306. Effective January 1, 1993, employees will be granted vacation for prior years of employment per vacation schedule. After January 1, 1993 vacation will be credited on a per month basis. Upon an employees anniversary date, appropriate days will be added per vacation schedule and accrued at the new rate of vacation. A two year maximum accumulation will be allowed.

## ARTICLE 24

### SICK LEAVE

SECTION 2401. Sick leave benefits can be accrued at the rate of one (1) day per month in which the employee has worked at least twelve (12) days and shall be accumulative to one hundred five (105) days.

SECTION 2402. Employees shall become eligible for sick leave benefits upon completion of one (1) year steady employment. Accumulation to commence after completion of the required six (6) months probationary service, only if uninterrupted from date of employment.

SECTION 2403. Sick leave will be granted eligible employees for detention at home or in a hospital by illness or disability due to causes as to which a dentist, physician, or oculist is qualified to certify.

SECTION 2404. Sick leave will be granted eligible employees for occupational injuries or sickness to the extent of five (5) days only.

SECTION 2405. Sick leave pay to the extent of three (3) days will be granted eligible employees in case of death in the family. The term family to include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

SECTION 2406. Sick leave pay to the extent of one (1) day will be granted eligible employees to attend the funeral of relatives not listed, or selected to be a pallbearer.

SECTION 2407. Sick leave will be granted eligible employees in cases necessitating his absence from work for the purpose of transporting wife or immediate member of family regularly domiciled in the employee's household to an out-of-town clinic or hospital in excess of twenty-five (25) miles from point of employment and presentation of a doctor's certificate for special medical or surgical attention.

SECTION 2408. At least one (1) hour before the commencement of his regular work shift, any eligible employee who intends to claim sick leave, shall notify his supervisor. As for sick leave of not more than one day duration, a supporting doctor's certificate shall not be required, except that if during any one calendar year, five (5) such one (1) day sick leaves are accorded an employee, thereafter during such calendar year an allowable sick leave of one (1) day duration shall require a doctor's certificate. A supporting doctor's certificate shall be required for an employee to be allowed sick leave after two or more consecutive days duration. Employees having accumulated allowable sick leave shall be entitled to one (1) two (2) day sick leaves per year without a doctor's certificate with a maximum of five (5) days sick leave per year without a doctor's certificate. (A receipt certifying a doctor's appointment will satisfy this requirement.)

SECTION 2409. Upon retirement or permanent layoff and for the sole reason of retirement or permanent layoff only, one hundred (100) percent of the total accumulation in days remaining to the credit of an individual shall be paid him upon retirement. In the event of the death of an employee, whether from occupational injury, sickness or other cause, sick leave will be paid to the beneficiary at the same rate and in the same manner as would have been paid the employee had he retired the day preceding his death. The maximum amount paid to the employee or beneficiary will be one hundred five (105) days as specified in Section 2401.

SECTION 2410. When sick leave has been exhausted, vacation time will be utilized next until that is exhausted.

#### ARTICLE 25

##### JURY DUTY

SECTION 2501. If an employee is called for jury duty, or subpoena other than those caused by personal matters, he shall be compensated for the difference between his regular rate of pay and the fees which he received for jury duty. The employee shall notify the Employer within twenty-four (24) hours after being notified for jury duty. Management reserves the right to have the employee excused from such duty if deemed necessary.

#### ARTICLE 26

##### MISCELLANEOUS PROVISIONS

SECTION 2601. Driveway plowing will be performed for County Road Commission employees at one-half (1/2) of the cost billed to the general public.

SECTION 2602. The Road Commission will retain the right to schedule early starts to facilitate snow plowing, providing sufficient notice is given to the personnel involved.

SECTION 2603. In the event of personnel reduction at either Manistique or Seney garage, seniority will determine relocation or layoff. If no overall reduction in the work force is contemplated, volunteers will be solicited to relocate. The senior volunteer will be reassigned. If no volunteers post for the reassignment, then the junior person will be reassigned.

SECTION 2604. All equipment assigned to an employee and paid for by the Commission shall remain in the employee's locker, such as rain gear, hard hats, etc.

SECTION 2605. Safety glasses by employee's doctor must have safety seal ANSI Z-87.

SECTION 2606. The Road Commission reserves the right to require appropriate Drivers Licensing as a condition of employment. The commission will pay for the CDL, and physical examination necessary to maintain the license. The employee must pay for road test if required.

## ARTICLE 27

### TERMINATION OF AGREEMENT

SECTION 2701. This Agreement shall be in full force and effect from January 1, 1993 to and including December 31, 1994.

SECTION 2702. It is understood and agreed between the parties that this Agreement may be reopened December 31, 1994, for the purpose of negotiating changes and revisions in this Agreement, providing at least sixty (60) days prior to December 31, 1994, the party desiring to reopen serves notice in writing upon the other party, advising that such party desires to negotiate changes and revisions in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SCHOOLCRAFT COUNTY  
ROAD COMMISSION

TEAMSTERS & CHAUFFEURS UNION  
LOCAL NO. 328

BY George Rubich

BY [Signature]  
Business Agent

2-12-93  
(Date)

2-5-93  
(Date)

BY Robert Tuppell  
(Steward)

2-14-93  
(Date)

BY Paul Magnusson  
(Steward)

2-22-93  
(Date)

**SCHEDULE "A"**

**CLASSIFICATION AND WAGE SCHEDULES:**

<u>CLASSIFICATION NO.</u>	<u>CLASSIFICATION</u>
1	Mechanics
2	Actual operation of: Shovels, Dragline, Large Crusher, Bulldozers, 3-1/2 cubic yard loader or larger, Sandblasting Machine, Dozer (D-17) and Graders, Gradalls and 2-1/2 yard loaders, when working on construction projects only, and 2-1/2 yard loaders when working with crusher.
2A	Grader operator (10,000 lbs. or more).
3	Small Grader, Gradall, Distributor, Skilled Labor, DPW Truck.
4	Underbody Scraper, Semi-Trailer, Dump Trucks, Plows, Trucks, Rollers, Loaders, Flat Beds, V-Bottoms, Highway Mowers, etc.
5	Watchman and Laborer.
6	Engineering Aide - Must be qualified for use of level and transit, recordkeeping on Federal Aid projects, inspection of construction projects and other engineering related duties.

<u>CLASSIFICATION NO.</u>	<u>EFF. 1-1-93</u>	<u>EFF. 1-1-94</u>
1 -----	\$11.92	\$12.12
2 -----	\$11.67	\$11.87
2A -----	\$11.47	\$11.67
3 -----	\$11.37	\$11.57
4 -----	\$11.27	\$11.47
5 -----	\$11.17	\$11.37
6 -----	\$14.77	\$14.97

\* Base rate includes safety shoe allowance of one cent (\$.01).

## SCHEDULE "A" CONTINUED

\*\* An Engineering Aide will receive the Class 6 rate of pay only when performing engineering work. Regular rate of pay will apply when doing normal duties.

The wage rates and wage increases as shown do not include Cost of Living increases effective under Article 20 of this Agreement.

All employees other than mechanics shall be classified into Groups 2A, 3, 4, 5 and 6. The rates established shall cover all work performed for the Commission with the exception of Classification No. 2. Only Operators will receive Class 2 rate when repair work is being performed in the field. Regular rates will apply when repair is done in the garage. Any employee assigned to operate equipment under Class 2 will receive the rate so established during such time equipment is operated, with a minimum of two (2) hours operation being required to qualify for a full day at such rate.

Employees regularly assigned to work "Night Patrol" will receive twenty-five cents (\$0.25) per hour over their basic rate.

### RATES FOR NEW JOBS:

When a new job or piece of equipment is placed in an existing classification, the Employer will notify the Union upon establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

The Grader, Gradall Operator and D.P.W. Truck will receive the rate after two (2) consecutive hours of operation.

The 2-3/4 Yard Loader (Manistique's Garage) will be paid Class 2 when replacing the regular Large Loader.

SCHEDULE "A" CONTINUED

17. An employee who will receive the same rate of pay as an employee engaged in the same work as that of the employee who is being replaced shall be deemed to be an employee engaged in the same work as that of the employee who is being replaced.

The term "employee" shall mean any person who is employed by the employer and who is engaged in the same work as that of the employee who is being replaced.

18. All employees who are engaged in the same work as that of the employee who is being replaced shall be deemed to be employees engaged in the same work as that of the employee who is being replaced. The term "employee" shall mean any person who is employed by the employer and who is engaged in the same work as that of the employee who is being replaced.

19. An employee who is engaged in the same work as that of the employee who is being replaced shall be deemed to be an employee engaged in the same work as that of the employee who is being replaced.

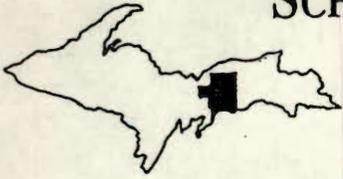
SCHEDULE "B" NEW YORK

20. An employee who is engaged in the same work as that of the employee who is being replaced shall be deemed to be an employee engaged in the same work as that of the employee who is being replaced.

21. An employee who is engaged in the same work as that of the employee who is being replaced shall be deemed to be an employee engaged in the same work as that of the employee who is being replaced.

22. An employee who is engaged in the same work as that of the employee who is being replaced shall be deemed to be an employee engaged in the same work as that of the employee who is being replaced.

# SCHOOLCRAFT COUNTY ROAD COMMISSION



P.O. Box 160  
Manistique, Michigan 49854

Telephone

Office 906-341-5634 • Shop 906-341-2852

## Commissioners:

Bernard J. Lund, Member  
William J. Pistulka, Member  
George J. Rubick, Member

## Administrative:

Joseph A. DeWinter, Eng. Mgr.  
Albert L. Vail, Ofc. Mgr.

February 24, 1993

Howard Smale, Business Agent  
Local 328  
P.O. Box 605  
Escanaba, MI 49829

Dear Howard:

The Schoolcraft County Road Commission is considering hiring an employee to do mechanical repairs, change oil and grease equipment.

A 'Classification 1A' would be established and receive the same rate as a mechanic when performing mechanical repairs. When changing oil and greasing equipment, Classification 3 rate would be received for hours worked performing these jobs.

These changes are necessary because of the need for a mechanic, continual oil and greasing, and the elimination of fueling at the Manistique Garage. Previously, fueling equipment and greasing were in Classification 3. By establishing the new 'Classification 1A', we will be able to accomplish both jobs in an efficient manner and be fair to all employees involved.

Some qualifications for the new position will require a state mechanic certification, own tools, and a CDL license or be able to obtain one before permanent employment. The Shop Foreman will schedule the work and duties to be performed.

This, in no way, establishes a precedence which affects any of the classifications of employees now covered by the existing contract.

Any questions or objections to any of the above must be received by 9:00 a.m., March 1, 1993 so that the position can be advertised and filled as soon as possible.

Thank you for your consideration in this matter.

Sincerely,

*Joseph A. DeWinter*  
J.A. DeWinter,  
Eng. Mgr.

cc file  
Robert Tufnell  
Paul Magnusson

**RECEIVED**

FEB 25 1993

TEAMSTERS LOCAL #328  
Escanaba, MI

SCHEMATIC ROAD COMMISSION

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