

Chippewa County Road Commission

January 31, 1976

Route no. 2 Box 262

Saulte Ste. Marie, Mich.

AGREEMENT

49783

THIS AGREEMENT, MADE AND CONCLUDED THIS 1st day of February 1975 by and between the CHIPPEWA COUNTY ROAD COMMISSION, hereinafter called the EMPLOYER and the UNITED STEELWORKERS OF AMERICA - AFL-CIO, hereinafter called the UNION.

WHEREAS, the parties hereto have reached an agreement setting forth the wages, hours, and other conditions of employment to be observed by the parties and for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, the parties hereto covenant and agree as follows:

ARTICLE I  
RECOGNITION

SECTION 1. The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the employees of the Employer as defined in this Section.

All present employees and all those hired after the effective date of this agreement shall, as a condition of employment, remit to the union it's usual monthly dues as a service charge for the benefits flowing from this agreement. This clause shall be effective for new employees on the completion of probation.

The term 'employees' as used in this agreement, shall mean all employees of the Employer with the exception of office clerical employees, Captain in charge of the Drummond Island ferry, Engineer, and Supervisory employees as defined in the Act.

Temporary employees shall be excluded from coverage under the agreement. A temporary employee shall be defined to mean those who are hired for a specific job for a predetermined length of time without intent on the Employer to re-employ him when the specific job terminates. Employees hired under this provision shall be so informed in writing when hired and the Union shall be given a copy of the notice to the employee.

Temporary employees hired by and for the Townships and the ferry will be excluded from coverage under this agreement.

ARTICLE II  
DUES CHECKOFF

SECTION 1. The employer agrees to deduct from the wages of each employee in accordance with the express terms of a signed, voluntary authorization to do so, the membership dues of the Union which includes monthly dues, initiation fees, and lawful assessments in amounts designated by the International Secretary-Treasurer of the Union.

Said deductions shall be taken from the first pay of each month and promptly remitted by check to the Secretary-Treasurer of the International Union at 5 Gateway Center, Pittsburgh, P.A. 15222.

Chippewa County Road Commission

Each remittance shall be accompanied by a list of names setting forth the amounts of dues, initiation fees, etc., deducted and a copy of said list shall be sent to the Financial Secretary of the Local Union.

If proper deduction is impossible in a pay period because of no earnings therein, a supplemental deduction shall be made on the next deduction date.

### ARTICLE III SENIORITY

SECTION 1. New employees shall be on a probation for a period of sixty (60) days from date of hire. During this period the probationary employee shall be represented by the Union in matters relating to wages, hours and conditions of employment but will be subject to release from employment at the sole discretion of the employer and without recourse to any provision of this agreement. Probationary employees retained in employment in excess of the sixty (60) days will have seniority from date of hire.

SECTION 2. The employees shall have seniority in their respective units, such as the Sault, Pickford, Drummond Island ferry, etc., for the purpose of layoff and recall to work and for such other purposes as hereinafter outlined; Provided, however, in order to be retained or recalled, the employee must have the required ability to perform the work available.

SECTION 3. Employees shall lose seniority by a voluntary quit, discharge for cause, or after a layoff extending beyond a one (1) year period.

SECTION 4. When it is necessary to transfer employees temporarily to higher paid jobs, seniority and ability shall govern.

SECTION 5. In the case of a permanent vacancy in any job, the Foreman will post a notice on the bulletin board for three (3) work days and applications to fill the vacancy will be received. The employee with the greatest seniority who is qualified or would be qualified after a reasonable training period will be assigned the job.

No bid will be accepted for the classifications of Surveyor or Instrument Man unless the applicant can show he has the necessary education, training and experience to qualify for the job.

As to the classification of Night Foreman, the Employer may choose any employee from the bargaining unit to fill the job without the necessity of posting the job.

When a job vacancy is posted for the three (3) day period, the Recording Secretary of the Local Union will be given a copy of the posting showing the name of the employee awarded the job.

The employee awarded the job shall be placed on the job as soon as possible.

During the training period which is required due to the employee receiving the bid being unable to qualify immediately, the employee will retain his former rate of pay or be paid \$0.10 per hour less than the standard job rate, whichever is the higher.

The duration of any training period will be determined by the nature of the job for which the employee is training and employees level of qualification but no employee will be held at a reduced rate longer than is necessary for him to learn the minimum requirements of the job.

An employee bidding on and receiving a lower rated job shall be reduced to the rate of the lower rated job immediately.

SECTION 6. Employees temporarily assigned to perform work in lower pay brackets will receive their regular rate of pay. If qualified and temporarily assigned to a higher rated job they will receive the rate of pay for the higher bracket while so engaged.

#### ARTICLE IV GRIEVANCE PROCEDURE

SECTION 1. For the purpose of effectively representing the employees coming within the jurisdiction of this agreement, the Union shall select Stewards in each unit and a grievance committee which shall represent the employees in processing complaints and grievances hereunder. The grievance committee shall consist of three members.

Representatives of the International Union shall be permitted to participate in the grievance procedure at any step.

All grievances of local disputes shall be resolved exclusively under this procedure and there shall be no strikes, slowdowns, or impeding of the work by the Union and no lockout by the Employer.

Grievances shall first be submitted to the Foreman of the unit involved. If no settlement is reached there, the grievance shall then be submitted to the Superintendent. If not settled at this step, the grievance shall be submitted to the Road Commission, who shall meet with the grievance committee not later than the next regular Commission meeting.

If no settlement is forthcoming and either party feels further meetings will not lead to a settlement, either party may submit the grievance to arbitration by written notification to the other party of a desire to arbitrate. Not later than five (5) days after receipt of such notice the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the American Arbitration Association shall be asked to submit a list of seven (7) arbitrators and the Employer and the Union shall each strike three (3) names from the list. The remaining named person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall have no power to add to, detract from, or modify the provisions of the agreement.

The expense of the arbitrator shall be divided equally between the parties.

A grievance to be subject to arbitration hereunder, must involve the meaning, application or interpretation of the agreement or an alleged violation thereof, discharge or other disciplinary action or any local dispute related to the agreement but not specifically mentioned therein.

Committee members attending meetings with the Employer during working hours will not lose time for such meetings.

ARTICLE V  
WAGES, HOURS AND WORKING CONDITIONS

SECTION 1. The work week for Road Employees shall consist of five (5), eight (8) hour days, Monday through Friday of each week. The work week for Ferry Employees shall consist of five (5), eight (8) hour days per week. For the purpose of scheduling the work-day, the shifts will be from 7:00 A.M. to 3:00 P.M., from 3:00 P.M. to 11:00 P.M., and from 11:00 P.M. to 7:00 A.M. In all cases the time standard shall be the local time.

SECTION 2. Time and one-half shall be paid for all hours worked in excess of eight (8) in any one day or forty (40) in any one week. All holiday, vacation, and sick leave time shall be counted as hours worked.

No employee will be required to take time off to offset overtime work.

Available overtime shall be divided as equally as possible among the employees regularly classified and qualified for such work who are available therefor when needed.

SECTION 3. The lunch period shall be one-half ( $\frac{1}{2}$ ) hour from 12:00 o'clock noon to 12:30 o'clock P.M. Men working in the field will be required to carry their lunch and take their lunch period wherever it occurs at the stipulated time.

SECTION 4. Any employee called in on emergency work outside the normal work day will receive a minimum of four (4) hours pay for such work performed.

SECTION 5. The job classification and wage schedule applicable to all work is attached hereto marked "EXHIBIT A" for the Road Employees and "EXHIBIT B" for the ferry employees.

SECTION 6. The Captain and the Deck-hand, during his shift of duty, shall utilize all time not spent in operating on scheduled runs, to repair and maintain any one of the boats operated in the Drummond Island Ferry Fleet, to include, but not limited to, scrubbing, washing, painting, oiling or greasing. Such work shall be prescribed by the Captain in Charge. At all times the Captain and the Deck-hand shall adhere to the set of work rules as set forth under the date of Jan. 16, 1969, and issued by the Employer. Such set of work rules shall be those set forth and any revisions related thereto.

Wage rates for new or changed jobs not shown on the wage schedules shall be arrived at by mutual agreement of the parties.

The contractual rate for Surveyor and Instrument Man will apply to incumbent employees with the understanding that replacing the incumbents may necessitate rate adjustments dependent upon the degree of qualification of the replacements.

ARTICLE VI  
MANAGEMENT

SECTION 1. The function of employing, discharging or laying off personnel, is vested exclusively in the Road Commission or their authorized personnel; however, any employee discharged or laid off shall have the right to process such action through the grievance procedure within three (3) working days of discharge or layoff. If not protested within the three (3) days, the employee will forfeit his right to protest thereafter.

SECTION 2. The Employer shall have the exclusive right to determine qualifications wherever referred to in this agreement but agrees not to use this right for the purpose of discrimination.

The direction of the work force, the right to hire, transfer and layoff is vested exclusively in the Employer.

ARTICLE VII  
UNUSUAL PROJECTS

SECTION 1. For the more efficient conduct of projects located at a distance from the base of operations, the following procedures will prevail:

- a. If men are transported in County equipment, they will be paid wages while traveling.
- b. If employees furnish their own transportation, they will receive \$4.00 per day per employee.
- c. If employees stay on the job location, they will be entitled to have room and board paid by the employer.
- d. Employees who elect not to stay on the job will either be transported by County equipment or furnish their own transportation.
- e. The Road Commission will decide in which projects the above setup will be used.

ARTICLE VIII  
VACATIONS

SECTION 1. Regular employees shall be entitled to one (1) week vacation after the 1st anniversary of employment. During the remainder of that calendar year, the employee shall take his one (1) week vacation.

- a. During the calendar year in which an employee completes his third (3rd) year of employment, he shall be entitled to two (2) weeks vacation.
- b. During the calendar year in which an employee completes his eighth (8th) year of employment, he shall be entitled to three (3) weeks vacation.
- c. During the calendar year in which an employee completes his fifteenth (15th) year of employment, he shall be entitled to four (4) weeks vacation.
- d. During the calendar year in which an employee completes his twentieth (20th) year of employment, he shall be entitled to five (5) weeks vacation.

weeks vacation.

Vacation pay in all cases shall be computed at the employees regular rate of pay based on a forty (40) hour work-week.

SECTION 2. Up to one-half ( $\frac{1}{2}$ ) of the vacation pay will be advanced to any employee at the beginning of his vacation provided the employee has requested same at least ten (10) days in advance.

Vacations shall be granted as requested by employees insofar as feasible. However, reasonable notice shall be given so that substitutes can be arranged for.

#### ARTICLE IX PAID HOLIDAYS

SECTION 1. The following shall be considered as paid holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, Good Friday, and one additional day to be agreed upon between the Employer and employees. The ferry crew will take their additional day as a float, to be arranged between the Captain in Charge and the individual employee. The ferry crew will also have Easter Sunday as a holiday.

The rate of pay for these holidays shall be the employees rate of pay for a normal work day.

Time and one-half shall be paid for all hours worked on any listed holiday in addition to the holiday pay.

If a holiday falls during an employee's vacation, he shall be entitled to an extra day's vacation on that account.

When a holiday listed above falls on Sunday, it shall be observed and celebrated on the following Monday.

When one of the listed holidays falls on Saturday, it shall be observed and celebrated on the preceding Friday.

#### ARTICLE X SICK LEAVE AND OTHER LEAVE

SECTION 1. Sick leave will be allowed at the rate of one (1) day per month, cumulative to a maximum of one hundred thirty two (132) days over an eleven year period.

Employees will be paid for sick leave on the basis of their regular rate of pay commencing with the first day of absence due to illness or injury.

Sick leave is intended to protect employees against loss of earning when off work due to illness or injury. Any employee found using sick leave for any other absence will be subject to loss of sick pay for such absence. Employees developing patterns of time off which are questionable shall be subject to loss of sick leave pay and/or other discipline.

When sick leave outlined above is exhausted in cases of prolonged illness and all accumulated vacation has been used, the employee will be permitted to draw advanced sick leave on the basis of one (1) day

The employee shall be paid at one-half ( $\frac{1}{2}$ ) his regular rate of pay, for all unused sick leave to his credit at the time of his retirement; or to his beneficiary at the time of his death.

SECTION 2. The Employer will supplement Workmen's Compensation Insurance benefits with accumulated sick leave to provide 80% of the employee's regular gross earnings.

SECTION 3. When a death occurs in an employee's immediate family, he shall be granted three (3) days off with pay, one of which shall be the day of the funeral. For the purpose of this clause, the employee's immediate family shall be deemed to include Father, Mother, Sister, Brother, Wife, Children, Parent-in-Law, Grandparent, Grandchildren, and other relative if living in the household as a member of the regular family unit. In the case of death of any in-law not listed above, he shall be entitled to the day of the funeral off with pay.

SECTION 4. An employee entering the Armed Service or who leaves to participate in the National Defense Program, will be returned to his job without loss of seniority within six (6) months of his honorable discharge or termination of service.

SECTION 5. An employee who is called for jury duty shall be paid the difference between his jury pay and his regular rate of pay.

#### ARTICLE XI MISCELLANEOUS

SECTION 1. Such devices deemed necessary to provide reasonable comfort and safety of the employee while at work will be provided by the Employer.

SECTION 2. The Employer agrees to assume the cost of Blue Cross-Blue Shield hospital, medical and surgical insurance for the employee and his dependents.

The Employee shall assume the cost of providing coverage for any Sponsored Dependent or Family Continuation, if any.

Employees will authorize deduction of any additional amounts necessary to cover the above costs, if any.

SECTION 3. The Employer shall provide a group retirement program under the Michigan Municipal Employee's Retirement System which is the C-1 Plan.

The Commission and employee shall participate in the Michigan Municipal Employees Retirement System Program. Employees shall authorize deduction by the Commission of any and all employee premiums approved by the Board of the Michigan Municipal Employees' Retirement System as authorized under Act 135 of P.A. 1945, as amended. The Commission shall contribute the amount determined by the actuarial valuation set by the Board of the Retirement System.

Employees covered under this Agreement shall retire not later than their 65th birthday.

SECTION 4. Life Insurance in the amount of \$2,000.00, including Accidental Death and Dismemberment (Double Indemnity), will be provided with the Employee contributing sixty cents (\$0.60) per \$1,000.00

ARTICLE XII  
SAFETY

SECTION 1. The parties agree to establish a joint safety committee consisting of three (3) appointees each from the Employer and Union. This Committee shall elect officers from among the committee members and shall establish rules and regulations governing the operation of the committee. The Committee shall meet at times established by the members to deal with safety matters and both the Employer and Union agree to cooperate with the committee in furthering safety in all aspects of the work.

TENURE

THIS AGREEMENT shall be effective as of February 1, 1975 and shall continue in effect until January 31, 1976, and shall automatically renew itself for annual periods thereafter unless either party notifies the other party not less than sixty (60) days prior to any annual expiration date of a desire to modify or terminate the agreement. In the event of such notice, the parties agree to meet within fifteen (15) days to commence negotiations.

Notice shall be by Registered Mail and if by the Employer, be sent to the United Steelworkers, P.O. Box 83, Negaunee, Michigan, with a copy to the Local Union; and if by the Union, to the Chippewa County Road Commission, Route #2, Box 262, Sault Ste. Marie, Michigan 49783.

CHIPPEWA COUNTY ROAD COMMISSION

UNITED STEELWORKERS OF AMERICA

By: J. J. Lewis  
Chairman  
Charles E. Thomas  
Member  
John H. Tieser  
Member

By: R. J. Mayer  
President, L.U. 13685  
J. P. Bush  
Staff Representative  
John P. Benzoni  
District 33 Director  
John W. O'Neil  
International President  
John S. Jones  
International Vice-President  
Walter Burke  
International Sec'y-Treas.



EXHIBIT "A"  
WAGE SCHEDULE

FEBRUARY 1, 1975

Common Labor	3.96
Equipment Operator	4.22*
	4.27**
	4.38***
Carpenter & Painter	4.38
Dragline Operator	4.46
Mechanic	4.52
Labor, Night, & Bridge Foreman	4.56
Assistant Chief Mechanic	4.64
Stock Clerk	4.50
Instrument Man	4.91
Surveyor	5.16
Chief Mechanic	5.50

\* plain truck operator, tractor-mower operator

\*\* drag truck operator, gravel trailer

\*\*\* shovel, snogo, patrol grader, cat-tractor, asphalt distributor, water tank truck, steam boiler, transport truck, chip spreader, front-end loader, & roller.

For all hours worked between the hours of 6:00 o'clock P.M., and 6:00 o'clock A.M., inclusive, a shift differential of ten cents (10) per hour will be paid.

Rates of pay for snow removal shall begin at the beginning of the nearest pay period to November 1st and end at the beginning of the nearest pay period to May 1st of each year. The rates of pay shall be a five cents (\$.05) differential for plow truck operators.

Rates of pay for the tar distributor, transport truck, roller and chip spreader operators and the bridge foreman shall begin at the beginning of the nearest pay period to May 1st and end at the beginning of the nearest pay period to November 1st of each year.

EXHIBIT "B"  
WAGE SCHEDULE

FEBRUARY 1, 1975

Captain in Charge	5.89
Regular Captain	4.92
Deckhand with Captain Papers (over 1 year)	4.44
Deckhand with Captain Papers (1st year)	4.34
Regular Deckhand	4.19
Temporary Deckhand	3.45

A shift differential shall be added to the above rates in the amount of 5 cents (\$0.05) per hour for the second shift and 10 cents (\$0.10) per hour for the third shift.