

July 1, 1975
AGREEMENT

Between

CRAWFORD COUNTY ROAD COMMISSION

and

LOCAL UNION No. 214

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Crawford County Road Commission
320 State St.
Grayling, Mich. 49738

Crawford County (Grayling)

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of Feb, 1974 by and between the CRAWFORD COUNTY ROAD COMMISSION (hereinafter referred to as the "Employer"), and LOCAL UNION NO. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

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

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

ARTICLE I

RECOGNITION - UNIT - SECURITY

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

Section 1a. Pursuant to, and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below.

ALL PERMANENT HOURLY RATED EMPLOYEES

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

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

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

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

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement as to Union dues and pay and initiation fee as a new member, or a corresponding agency fee as a new employee who elects not to be a union member.

(c) In accordance with the policy set forth under 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, but which shall be limited to an amount of money equal to the Union's regular and usual dues plus initiation fee on new employees, not members, as agency fee. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

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

(e) When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. Nor shall the Employer be required to check beyond the Local Steward in this regard.

ARTICLE 2

MANAGEMENT

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

ARTICLE 3

WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement by this reference thereto.

ARTICLE 4

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of Local No. 214 and pay such amount deducted to said Local No. 214, provided, however, that the Union

presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

Section 2. A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety-day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After ninety days, the employee shall be placed on the regular seniority list. In case of discipline within the ninety-day period, the Employer shall notify the Local Union in writing.

Section 3. The employer agrees that it will not replace regular employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in cases of emergencies.

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

Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed check-off authorizations and whose dues have been deducted from their pay checks.

Where an employee who is on check-off, is not on the payroll during the week in which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following months.

ARTICLE 5 SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, (if this subcontracting takes work normally performed by employees away from present employees), so long as any employee in the bargaining unit is on layoff due to lack of work, or is put on layoff for lack of work because of such subcontracting. (It is understood and agreed that making gravel and new construction are considered as not being work normally performed by bargaining unit.)

ARTICLE 6 EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement.

ARTICLE 7 SENIORITY

Section 1. Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause,

the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee could be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.

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

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

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

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

Section 5. In Crawford County, employees anywhere in the County shall be represented by one Steward who shall be a regular employee and working in the County. During scheduled overtime periods or scheduled week-end work, the Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in the County he can do and shall be so notified and scheduled.

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

ARTICLE 8

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union Steward, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, or recklessness resulting in serious accident, while on duty, or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and Steward and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at his usual rate

of pay for the period he was out of work. A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) calendar days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) calendar days and decision reached within fifteen (15) calendar days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) calendar days, the case shall then be taken up as provided for in Article 9 hereof, on Grievance Procedure.

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

ARTICLE 9

GRIEVANCE PROCEDURE

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

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the Steward, or both, and the foreman and/or department head. It shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance.

Step 1a. Upon receipt of the written grievance, a conference between Union representatives and Employer representatives will be held within five (5) working days.

Step 2. Before proceeding to Step 3, a hearing between the Union representatives and Board of Road Commissioners and/or their representatives will be held within ten (10) working days and a decision will be rendered in seven (7) working days.

Step 3. In the event that the grievance is not satisfactorily settled at Step 2, either party may demand arbitration. The party first demanding arbitration shall give two (2) days notice in writing to the other party of its desire to arbitrate. The arbitration board shall consist of three (3) men, one (1) to be selected by the Employer and one (1) to be selected by the Union, and the two (2) so selected, if they, themselves, cannot settle the dispute, shall agree upon a third (3rd) person who shall act as chairman of this arbitration board. This board shall be selected within ten (10) days after the request of arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of the third (3rd) person within fifteen (15) days of their appointment, the third (3rd) person shall be designated by the Michigan Labor Mediation Board, in accordance with its procedures. The decision of the majority of the board shall be considered a decision of the board; provided further, that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are .

submitted to said board of arbitration; there shall be no strikes, lockouts, cessations of employment, or change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made as provided in this Article, shall result in forfeiture of all rights provided by this agreement. Arbitration costs shall be shared equally by both parties.

The arbitration board shall have no power to add to, subtract from, or modify this agreement, or to declare any provision of this agreement illegal.

ARTICLE 10

STEWARDS

The Employer recognizes the right of the Local Union to designate one job steward and one alternate in Crawford County. Employees shall be represented by a Steward who must be a regular employee and working in Crawford County. The authority of Job Steward and Alternate so designated by Local Union shall be limited to and shall not exceed the following duties and activities:

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

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

a). Have been reduced to writing; or,

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

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

It is further agreed that in all cases of any unauthorized strike, slow-down, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline, short of discharge. Union members so disciplined shall not be entitled to, or have any recourse to any other provision of this Agreement.

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

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

ARTICLE 11

ABSENCE

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

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

ARTICLE 12

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever, without the expressed approval of the Executive Board of the Local Union through its President. The Union shall not be liable for any such activities, unless expressly so authorized.

Section 2. Any individual employee or group of employees who wilfully violate or disregard the grievance procedure set forth in Article 9 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 13

PROTECTION OF RIGHTS

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

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

ARTICLE 14

MAINTENANCE OF STANDARDS.

The Employer agrees that all conditions of employment in the Crawford County Road Commission operation relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect in Crawford County at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 15

GENERAL

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

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the commission pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. The Employer will continue to use bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

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

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

Section 5a. Suitable rain coats and hats, boots and safety equipment will be furnished by the Employer, at the discretion of the Employer.

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

Section 6. When new types of equipment for which rates of pay are not established by this Agreement are put into use, within operations covered by this Agreement, rates governing such operations shall be subject to negotiation between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 7. There shall be one ten (10) minute morning coffee break from 9:00 A.M. to 9:10 A.M. and one ten (10) minute afternoon coffee break from 2:00 P.M. to 2:10 P.M. and one ten (10) minute wash-up period at the end of the shift.

Section 8. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. Only official Union notices are to be posted and must have the signatures of the Union Business Representative or the Shop Steward.

Section 9. When an employee is required by the Employer to provide his own transportation to and from a job location, he shall receive an allowance of ten (10) cents per mile.

Section 10. Employees in the bargaining unit may be transferred from one section of the county to another when in the opinion of the Employer and the Union, the best interest of the Employer and the public will be served.

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

Section 12. In the event of such transfer the employee will carry full seniority from the work or area transferred from, to the new work or area transferred to.

Section 13. Vacancies occurring in any position in the bargaining unit shall be posted on the bulletin board for not less than three (3) days. The successful bidder will be notified and the notice of employment will be posted within seven (7) days.

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

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

Section 16. Any employee temporarily transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification if a full day is worked on such higher classification.

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

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

Section 19. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall, within a reasonable time, not to exceed two (2) weeks, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 20. Matters not specifically covered by this contract shall be negotiated and made a supplement by mutual agreement.

ARTICLE 16

EQUIPMENT, ACCIDENTS & REPORTS

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

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting

his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

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

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

ARTICLE 17 MILITARY SERVICE

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

ARTICLE 18 SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE 19 SAFETY COMMITTEE

Section 1. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety Rules.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.

Section 3. The Employer shall consider the personal safety of the employees in established operational procedure.

ARTICLE 20 COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay.

Section 2. Employees required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay.

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

ARTICLE 21

WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees even though not required by law.

ARTICLE 22

HOLIDAYS

All probationary and regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on an eight (8) or nine (9) hour day, depending on whether the holiday falls on an eight (8) or nine (9) hour day.

Section 1. Paid Holidays are designated as: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and December 24.

Section 2. The employee must work the preceding work day before a holiday and the succeeding work day after a holiday or be on approved leave; otherwise, no holiday pay will be granted.

Section 3. Employees working on an approved holiday will be paid for hours worked at the rate of one and one-half (1 1/2) times his regular rate, in addition to holiday pay, i. e., time and one-half (1 1/2) for working, plus regular pay for holiday.

Section 4. Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday and, if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 5. No Union employee shall be required to work on Labor Day, except in case of emergency.

Section 6. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

ARTICLE 23

VACATIONS

Section 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule (employee gets vacation only after working one year):

Section 2. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 3. In case of retirement, resignation, discharge or death of any employee, he or his estate will be paid for the unused vacation days which have accumulated to his credit on a pro-rata monthly basis.

Section 4: The employer shall establish the available vacation periods for each County Garage.

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after December 1st, each employee shall indicate on a yearly calendar, his vacation request no later than January 1. Seniority shall be the main consideration in considering preference for vacation requests within the District. Senior employees who fail to submit vacation requests before January 1 will then be allowed vacation leave only when the number of employees absent from one working group at one time will not be sufficient to injure the services rendered by the group.

Section 5. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, but only with one preference, provided such scheduling does not drastically interfere with the operation.

Section 6. Vacations less than one week duration may be taken, provided, permission is sought and granted twenty-four (24) hours before the desired vacation.

New Vacation plan effective first payroll period in July, 1973.

Vacation:

6 days after 1 year
10 days after 3 years
15 days after 12 years
20 days after 20 years

Can't have over 15 days in bank - must use them each year so they never have over 15 days in the bank.

ARTICLE 24

SICK LEAVE

All full time Employees asking for credit for sick leave must notify the Foreman by phone or messenger by 7:00 A.M. on the day for which credit is asked. Failure to notify the Foreman will result in lost time.

Section 1. Paid Sick Leave Credit, computed at straight time, shall be granted to each permanent employee on the basis of one (1) regular work day per month. Such credits may not be used until one (1) year from last date of hire. Such employees may accumulate a maximum credit of one-hundred twenty (120) sick leave days.

Section 2. No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence, or paid sick leave, nor will sick leave credits accumulate during lay-off. When a laid off employee returns to work his previous unused sick leave shall be placed to his credit.

Section 3. For employees hired the 1st through the 15th of the month, their sick leave base date will be the first of the month and, if hired the 16th through the last of the month, the base date will be the first of the next month.

Section 4. Sick leave may not be used for vacations but shall be available for use by employees in the bargaining unit for the following purposes.

- (a) Acute personal illness or incapacity over which the employee has no reasonable control.
- (b) Medical treatment or dental extractions. Not less than one-half (1/2) day shall be used for these purposes.
- (c) When an employee is taken ill on the job.

Section 5. Each Foreman shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give daily notification to their Foreman of the necessity for taking sick leave. Notification must be given at least one hour before the start of each work day of inability to work because of sickness. The Foreman shall refuse to allow paid sick leave where, in his judgment, there is insufficient evidence to support the employee's claim or where the employee has not given timely notice, as above. A doctor's report may be requested and must be submitted by the employee if the Foreman believes such leaves are being abused, otherwise no paid sick leave will be granted.

Section 6. When absent on paid sick leave, the employee may be required to submit a medical certificate or other proof of adequate reason for absence on such leave. Otherwise, sick leave pay may be denied.

Section 7. Half day sick leave balances will be permitted but no other fractional amounts.

Section 8. In the event an employee is receiving payments under the Workmen's Compensation Act, such employee may use any paid sick leave which has accumulated to his credit to augment his Workmen's Compensation payments. For each day absence due to such injury, the employee will be entitled to use and be paid for one-third (1/3) day of such accumulated sick leave. Provided, that such use of paid sick leave days will be permitted, only on a full day basis so as not to result in other than full day balances.

Section 9. An employee, if requested, will be required to submit a report from a doctor following a prolonged illness or injury indicating that he is physically able to do work available to him before his return to active work.

Section 10. An employee using paid sick leave during a period that includes a scheduled holiday will be paid for not to exceed one such holiday. He will be paid for the holiday as such and it will not be charged as a sick leave day.

Section 11. An employee who is absent for more than one (1) month, due to compensable injury or illness, will be credited with sick leave for the first month only.

Section 12. No employee may draw more than ten (10) days of paid sick leave during a two week pay period.

Section 13. An employee who separates from the Employer for retirement purposes, in accordance with the provisions of the retirement act, shall be paid one-half (1/2) of their accumulated sick leave on retirement. An employee, who resigns or is discharged after five (5) years of service, will be paid one-half (1/2) of his unused sick leave.

Section 14. In case of death of an employee, payment of one-half (1/2) of his unused sick leave shall be paid to his beneficiary or estate. Such payment shall be made at his last rate of pay.

ARTICLE 25

LIFE INSURANCE & HOSPITALIZATION

The Employer agrees to pay the full premium for a Two Thousand (\$2,000.00) Dollar life insurance policy after 90 days of employment for regular full-time employees.

The Employer makes available a semi-private Blue Cross-Medical benefit plan to all employees and their families, other than temporary or seasonal employees.

Participation in this plan requires properly signed authorization forms for each employee. Effective date of coverage for new employees will be in accord with Blue Cross-Blue Shield provisions.

ARTICLE 26

RETIREMENT

The Employer has Contract GA 5809 with Manufacturers' Life Insurance Company of Toronto, Canada, and all full-time employees attaining one (1) year employment service shall become members of this retirement plan. Employee payments are made by payroll deduction. Provision is made for a full-time employee to have his service time computed from the day of continuous employment and the Employer will notify each new employee attaining one (1) year of employment service, of this provision.

ARTICLE 27

COST OF LIVING

Because the Employer is already paying the top wages in the community, there shall be no automatic cost-of-living wage raise clause in this Contract.

ARTICLE 28

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 1973, to July 1, 1975, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation of termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to July 1, 1975, or sixty (60) days prior to end of any subsequent Contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

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

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

BOARD OF COUNTY ROAD COMMISSIONERS
OF CRAWFORD COUNTY, MICHIGAN

LOCAL UNION NO. 214,
Affiliated with the International
Brotherhood of Teamsters, Chauffeurs,
Warehousemen, and Helpers of
America

By *Ernest E. Peltier*
Its Chairman

By *G. D. Miller*
Its Secretary-Treasurer

Harold W. Johnson
Member

Lawrence Mattis
Member

Its _____

SCHEDULE "A"
OVERTIME AND HOURS OF WORK

Effective January 16, 1974:

Section 1. The regular work week is established as nine (9) hours a day, Monday through Tuesday and eight (8) hours on Wednesday, Thursday and Friday.

Effective July 1, 1974, the regular work week is established as eight (8) hours a day Monday through Friday.

The regular work day shall commence at 7:00 A.M. and end at 4:30 P.M. daily, Monday through Tuesday and end at 3:30 P.M. on Wednesday, Thursday and Friday with a lunch period from 11:30 until 12:00 noon.

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

Section 2. The Night Patrolman shall be paid at the same rate as the Heavy Equipment Operator while on night patrol during the winter.

Section 3. Effective January 16, 1974, overtime pay will be at time and one-half (1 1/2) for all hours worked in excess of nine (9) hours in any one day, Monday through Tuesday and eight (8) hours on Wednesday, Thursday and Friday or over forty-two (42) hours in any one week.

Effective July 1, 1974, overtime pay will be at time and one-half (1 1/2) for all hours worked in excess of eight (8) hours in any one day, Monday through Friday or over forty (40) hours in any one week.

Section 4. Time and one-half (1 1/2) shall be paid for all hours worked on Saturdays and Sundays, except regularly scheduled watchmen, janitors and custodians.

Section 5. An employee called and reporting for emergency duty shall be guaranteed four (4) hours pay at the rate of time and one-half (1 1/2) at his hourly rate. Employees shall keep themselves reasonably available for snow and ice removal and other emergency work.

Section 6. Seniority in the County shall prevail in the distribution of emergency duty overtime work. The senior employee will be called first, and the next senior employee in like manner until the crew is assembled. In the event a crew cannot be assembled after the last senior employee is called, then employees will be called in reverse order and employees must report for emergency duty until the crew is assembled. Provided, however, separate Seniority call out lists shall be maintained and followed with respect to State and County roads.

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

Section 8. An employee required to work more than two (2) hours overtime shall be granted a ten (10) minute coffee break. In the event that such overtime is extended a period of four (4) hours, the employee will be granted a paid meal period of thirty (30) minutes before the end of the fourth (4th) overtime hour. The time of the coffee break and meal period will be determined by the Employer.

SCHEDULE "A"

WAGES

| <u>Section 9.</u> | <u>RATES</u> | |
|---|---------------------|---------------------|
| | <u>July 1, 1973</u> | <u>July 1, 1974</u> |
| Relief Operator & Assistant Foreman | \$ 4.15 | \$ 4.41 |
| Mechanics | 4.13 | 4.39 |
| Night Shift Mechanic's Helper | 4.02 | 4.28 |
| Heavy Equipment (*) Operator (*) Motor Grader, Gravel Plant, Crane Power Shovel, Crawler, Earth Mover, Front End Loader, Tar Distributor, Pulvimixer, Stockroom Clerk | 4.02 | 4.28 |
| Heavy Truck (**) Operator (**) Exceeding 30,000 G. V. W. | 3.88 | 4.14 |
| Painter | 3.80 | 4.06 |
| Light Truck (***) Operator (***) Trucks under 30,000 G. V. W. (Includes roadside mowers and fuel truck) | 3.75 | 4.01 |
| Labor, Janitor | 3.69 | 3.95 |
| Seasonal Labor | 3.54 | 3.80 |

SCHEDULE "B"

WORK RULES

CRAWFORD COUNTY ROAD COMMISSION RULES AND REGULATIONS

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

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

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

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

1. Major chargeable accident after full investigation.

Discharge

2. Theft or dishonesty of any kind.

Discharge

3. Unauthorized carrying of passengers.

Discharge

4. Falsification of Personnel Records.

Discharge

5. Immoral conduct or indecency.

Discharge

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

Discharge

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

Voluntary Quit

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

Discharge.

SCHEDULE "B" WORK RULES (Continued)

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

First Offense - Written Reprimand.
Second Offense - Discharge

10. Fighting during working hours.

Discharge

11. Doing any kind of work while on sick leave.

Discharge

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

First Offense - Written Reprimand
Second Offense - Discharge

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

A. ACCIDENTS

1. Minor chargeable accidents.

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three days
off without pay.
Third Offense - Written Reprimand and one week
off without pay.
Fourth Offense - Subject to Discharge.

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

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three days
off without pay.
Third Offense - Subject to Discharge.

B. EQUIPMENT

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

First Offense - Written Reprimand.
Second Offense - Written Reprimand and Three days
off without pay.
Third Offense - Subject to Discharge.

2. Failure to report mechanically defective condition of equipment.

First Offense - Written Reprimand.
Second Offense - Written Reprimand and Three
days off without pay.
Third Offense - Subject to Discharge.

3. Unauthorized use of motor vehicles.

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three days
off without pay.
Third Offense - Subject to Discharge

SCHEDULE "B" - WORK RULES (Continued).

4. Failure to report breakdowns promptly.

First Offense - Written Reprimand.

Second Offense - Written Reprimand and Three

days off without pay.

Third Offense - Subject to Discharge

C. CONDUCT

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

First Offense - Written Reprimand.

Second Offense - Written Reprimand and Three days

off without pay.

Third Offense - Subject to Discharge.

2. Gambling on Employer's time or premises.

First Offense - Written Reprimand.

Second Offense - Written Reprimand and Three days

off without pay.

Third Offense - Subject to Discharge.

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

First Offense - Written Reprimand

Second Offense - Written Reprimand and Three days

off without pay.

Third Offense - Subject to Discharge.

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

First Offense - Written Reprimand

Second Offense - Written Reprimand and three days

off without pay.

Third Offense - Subject to Discharge.

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

First Offense - Written Reprimand.

Second Offense - Written Reprimand and Three days

off without pay.

Third Offense - Subject to Discharge.

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

First Offense - Written Reprimand

Second Offense - Written Reprimand and Three days

off without pay.

Third Offense - Subject to Discharge.

7. Discourtesy to the public.

First Offense - Written Reprimand

Second Offense - Written Reprimand the Three

days off without pay.

Third Offense - Subject to Discharge.

SCHEDULE "B" - WORK RULES (Continued)

8. Conviction for reckless driving.

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three days

off without pay.

Third Offense - Subject to Discharge.

9. Failure to follow designated routes as instructed.

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three

days off without pay.

Third Offense - Subject to Discharge.

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

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three days off

without pay.

Third Offense - Subject to Discharge.

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

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three days

off without pay.

Third Offense - Subject to Discharge

D. ATTENDANCE

1. Reporting late for work.

First Offense - Written Reprimand
Second Offense - Written Reprimand
Third Offense - Loss of day
Fourth Offense - Loss of three days
Fifth Offense - Subject to Discharge

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

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

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

First Offense - Written Reprimand
Second Offense - Written Reprimand and one

day off without pay.

Third Offense - Subject to Discharge

SCHEDULE "B" - WORK RULES (Continued)

E. REPORTS

1. Failure to make out necessary reports.

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three
Third Offense - Subject to Discharge

days off without pay

F. GENERAL

1. Garnishments of Wages.

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three
Third Offense - Subject to Discharge

days off without pay

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

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three
Third Offense - Subject to Discharge

days off without pay

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

First Offense - Written Reprimand
Second Offense - Written Reprimand and Three
Third Offense - Subject to Discharge

days off without pay

4. Three reprimands in a sixty (60) day period.

Three days off

5. Three disciplinary layoffs.

Discharge

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

CRAWFORD COUNTY ROAD COMMISSION