

June 30, 1975

OCT 29 1974

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of August 1974, by and between the DELTA COUNTY ROAD COMMISSION, party of the first part and hereinafter termed the "Employer", and LOCAL UNION NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union".

WITNESSETH

WHEREAS, both parties are desirous of preventing labor disputes and maintaining a uniform wage scale, working conditions and hours of the employees of the Employer and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful relations between the parties.

ARTICLE I

RECOGNITION

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 Schedule "A".

SECTION 2. (a) All present regular employees who are members of the Local Union on the effective date of this subsection, shall remain members in good standing of the Local Union.

(b) Union membership shall be available to all employees on the same generally applicable terms and conditions and any employee upon tendering payment of a sum equivalent to the regular initiation fee and dues shall be considered to be in compliance with the above requirements.

(c) The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished the Employer with the required authorization, together with an itemized statement of union dues to be deducted for each month from the pay of such member, provided said employee has wages due from the Employer sufficient for the payment of said dues. The Employer shall deduct from the employees wages such amount to dues only from the first pay check following receipt of statement of certification of the member and remit same to the Union in one lump sum.

ARTICLE II

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 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.

SECTION 2. For new types of equipment or jobs for which rates of pay are not established by this agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of date work commenced on such new job, or equipment is put into use.

*Teamsters - Chauffeurs Union
Local 328
900 1st. Ave. So., Escanaba, Mich. 49829*

Delta County Road Commission

ARTICLE III

WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classifications 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 the said Schedule "A" and the contents thereof, shall constitute a part of this agreement.

ARTICLE IV

SENIORITY

SECTION 1. Seniority rights shall prevail. Seniority shall be defined as the length of continuous employment with the Road Commission as a regular employee. (A regular employee is defined to mean any employee who has worked for the Road Commission in a classification covered by this agreement for a period of 180 working days in any twelve month period.)

Seniority for lay-off and recall shall be on a County-wide all district basis for regular employees and as provided for in Section 2 of this Article.

Seniority for job preference and overtime shall be on a district basis if qualified employees are available.

SECTION 2. In case of a 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. Schedule of work shall be in accordance with the seniority. In filling vacancies or making promotions, preference shall be given employees according to their seniority standing, if qualified, however, in laying off and recalling, field employees shall not displace shop employees unless they can furnish clear proof of their qualifications to perform the duties required.

SECTION 3. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than one year. No casual or seasonal employees will be employed if a regular employee is on layoff. 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 4. Casual and part-time employees shall be given first opportunity to qualify as regular employees and be placed on the bottom of the seniority roster and shall accumulate seniority from date of regular employment, except that for computing vacation and pension benefits, time will be counted back to the first day of hire prior to becoming a regular employee during the previous twelve (12) months.

ARTICLE V

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any Union 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 and job steward affected, 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 while on duty. The warning notice as herein provided, shall not remain in effect for a period of more than six (6) months from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge must be taken within twenty (20) days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension. If no decision has been rendered within thirty (30) days, the case shall then be taken up as provided for in Article VI hereof.

ARTICLE VI

ARBITRATION AND GRIEVANCE PROCEDURE

SECTION 1. In the event of any grievance or complaint arising under and during the terms of this agreement, an effort shall be made to adjust same in an amicable manner between the Employer and the Union. In the event that such grievance and complaint cannot be settled in this manner, the question may be submitted by either party for arbitration, as hereinafter provided. There shall be no legal proceeding of any kind before means of settlement provided herein are exhausted.

Grievances or complaints shall be filed, in writing, with the Employer's engineer within five (5) days after the fact or circumstances giving rise to the grievance or complaint arose. Any grievance or complaint not filed within this time limit shall automatically be deemed waived.

SECTION 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 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 person within fifteen (15) days of their appointment, the third person shall be designated by the Michigan Employment Relations Commission, in accordance with its procedures. The decision of the Arbitration Board shall be binding on all parties. A 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. The County Road Commission agrees that there shall be no change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made, as provided in with this Article, shall result in forfeiture of all rights provided by this Agreement. Expenses and charges of the third person as arbitrator shall be paid one-half ($\frac{1}{2}$) by the Employer and one-half ($\frac{1}{2}$) by the Union; otherwise they shall respectively pay all charges and expenses of the Arbitrator each selects.

The Arbitrator (or Board of Arbitration) shall have the sole and exclusive power and jurisdiction to determine whether a particular grievance, dispute or complaint is arbitrable under the terms of this agreement, including procedural disputes.

The arbitrator (or Board of Arbitration) shall make any decision solely upon the terms and provisions of the Labor Agreement between the parties; and shall have no power to add to, subtract from, or modify any of the terms of this agreement.

ARTICLE VII

STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances 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, slowdowns, and refusal to handle goods or any interference with the employers' business.

The Employer agrees to permit Union Stewards to post and maintain Union notices in writing within the business establishment or premises when expressly authorized to do so by the Union.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours.

ARTICLE VIII

ABSENCE

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. Permission for extension must be secured from both Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same classification covered by this contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. 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. The period of absence shall be deducted from vacation credits of the employee.

ARTICLE IX

LIMITATIONS OF AUTHORITY AND LIABILITY

The authority of Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform by the Executive Board of the Local Union.

ARTICLE X

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at

standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specified provisions for improvement are made elsewhere in this agreement.

Employer shall post on each district garage bulletin board, and on the bulletin board in the main garage, its work rules and regulations.

ARTICLE XI

HOSPITALIZATION - RETIREMENT

The Employer makes available a semi-private Blue Cross-Blue Shield Group Hospital and Medical Coverage and a Master Medical Benefit Plan, Option I, to all employees other than temporary or seasonal employees. The Employer will pay the full premium for the employee, his wife and dependent children up to the age of nineteen (19). Participation in this plan requires properly signed authorization forms for each employee. Effective date of coverage for new employees will be in accord with Blue Cross-Blue Shield provisions.

The Employer will provide retirement of all full-time employees (full-time employee shall mean any employee who has worked for the Employer for a period of 180 working days in any twelve (12) month period) in accordance with the Travelers Insurance Company Group Annuity Contract GR-241A, which is incorporated herein and made a part hereof by reference thereto.

ARTICLE XII

PAID FOR TIME

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 is ordered to report for work and registers in, and until the time he is effectively released from duty.

Employees called to work shall be allowed sufficient time without pay to report and register 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 thereof.

ARTICLE XIII

PAY PERIOD

All regular employees covered by this agreement shall be paid every two weeks. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

ARTICLE XIV

MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under 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 XV

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any Rider thereto, 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 shall be restrained by such tribunal pending final determination as to its validity, the remainder of this contract and of any Rider thereto 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.

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 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 legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE XVI

INSPECTION PRIVILEGES

The representatives of the Union shall be permitted at all times to enter upon the Employer's premises and shall have access to the firms establishment, provided he received permission from the Superintendent, Engineer or Assistant.

The Company shall provide a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members.

ARTICLE XVII

SAFETY

Under no circumstances will the 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 any applicable statute, or court order, or governmental regulation relating to safety of person or equipment.

ARTICLE XVIII

UNION BULLETIN BOARDS

The Employer agrees to provide a suitable space for the Union bulletin board at each district garage. Posting by the Union on such boards are to be confined to official business of the Union.

ARTICLE XIX

LIFE INSURANCE

The Employer agrees to place into effect a group life insurance policy to continue through-out the life of this agreement.

This said life insurance policy shall be in the amount of \$5,000 on the life of each employee for straight life and double indemnity if the cause of death is accidental.

ARTICLE XX

TERMINATION OF AGREEMENT

This agreement shall be in full force and effect from July 1, 1974, to and including June 30, 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.

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

DELTA COUNTY ROAD COMMISSION

TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 328

BY _____

BY _____

SCHEDULE "A"

WORK WEEK AND WORK DAY: The normal work week and work day shall be Monday through Friday between the hours of 7:30 A.M. and 4:00 P.M. This is not to be construed as to limit the work week or work day to the confines as stated above, but to provide a work week and day for operation under normal circumstances. During the months of May, June, July, August and September, the work week will be four (4) ten (10) hour days.

All employees shall be allowed a ten (10) minute rest period approximately in the middle of each half shift. All hours worked in excess of forty (40) hours per week will be paid at time and one-half (1½) the regular hourly rate of pay.

In working overtime, the hours shall be equalized insofar as possible in the various job classifications.

HOLIDAYS: The employees shall receive their regular wages in the weeks the following named holidays occur: New Years Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, the day after Thanksgiving Day (in lieu of Veterans Day), Christmas Day and shall be allowed one-half day off on Good Friday.

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.

Employees called to work on any of the above named holidays shall receive a guarantee of four (4) hours at time and one-half his regular rate of pay.

Should any holiday fall on Sunday, Monday shall be considered to be the holiday. If a holiday should fall on Saturday, the Friday or Monday shall be considered to be the holiday and will be designated by the Superintendent.

VACATIONS: Employees who have been in the employ of the Employer for one (1) year but less than three (3) years shall be entitled to one (1) week of vacation at their regular rate of pay. Employees with three (3) years but less than twelve (12) years shall be entitled to two (2) weeks vacation. Employees with twelve (12) years but less than eighteen (18) years shall be entitled to three (3) weeks vacation. Employees with eighteen (18) years of service or more shall be entitled to four (4) weeks vacation.

Vacations shall be taken in full week periods either all at one time or one full week, two full weeks and so on as the eligibility of the employee allows.

Employees must be on the payroll a total of 1000 hours within the calendar year to earn vacation for the year. If a holiday falls within an employees vacation he shall be allowed additional time off in conjunction with his vacation.

SICK LEAVE AND BEREAVEMENT: Each regular employee shall earn sick leave with pay at the rate of one (1) day for each month of employment in which the employee works at least twelve (12) days and has qualified as a regular employee. Sick leave may be accumulated to a maximum of ninety (90) days.

In the event disability resulting from injury or accident which are compensable under Workmen's Compensation, the employee will be entitled to sick leave pay from accumulated sick leave in the amount necessary to make up the difference between what he receives from compensation and his regular earnings for a forty (40) hour week.

Employees who have at least one (1) week of accumulated sick leave at the time of their retirement, shall receive such one (1) week of accumulated sick leave in pay on their retirement from the County.

At least one (1) hour before the commencement of his regular work shift, any employee who intends to claim sick leave shall notify his Supervisor. A doctors' certificate shall be necessary to claim sick leave in excess of three (3) days.

Every employee in whose family the death of a father, mother, brother, sister, wife, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or relative residing in the same household shall occur, shall be entitled to a maximum of four (4) days of accumulated sick leave. At least one of the days taken for bereavement leave shall be the day of the funeral. To be entitled to leave the employee must actually attend the funeral.

JURY DUTY: If an employee is called for jury duty, he shall be compensated for the difference between his regular rate of pay and the fees which he received for jury duty. He shall not be required to use sick leave for jury duty.

<u>CLASSIFICATIONS AND WAGE SCALE:</u>	<u>Effective</u>	<u>July 1, 1974</u>
<u>FIELD EMPLOYEES:</u>	Extra Heavy Equipment Operators	\$4.24 per hour
	Heavy Equipment Operators	\$4.19 per hour
	Light Equipment Operators	\$3.98 per hour
	Laborer	\$3.70 per hour
<u>SHOP EMPLOYEES:</u>	Class I Machinist and Welder	\$4.41 per hour
	Class I Welder (two or more years experience)	\$4.24 per hour
	Welder (less than two years experience)	\$4.14 per hour
	Mechanic (one man shop)	\$4.30 per hour
	Mechanic	\$4.24 per hour
	Stock Clerk	\$4.09 per hour
	Watchman	\$3.83 per hour

Employees who are assigned to a higher rated job shall receive the higher rate after being assigned for a period of thirty (30) days beginning the thirty-first (31st) day of such reclassification. Employees who are assigned to perform work in a lower classification shall not receive a reduction in wages.

DELTA COUNTY ROAD COMMISSION

TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 328

BY _____

BY _____