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1975 - 1976

WORKING AGREEMENT

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

BETWEEN THE

DICKINSON COUNTY

ROAD COMMISSION

AND THE

DICKINSON COUNTY

ROAD COMMISSION EMPLOYEES

LOCAL #1286

AFSCME AFL-CIO

Dickinson County Road Commission

Dickinson County Road Commission
P.O. Box 519
Iron Mountain, Mich.
49801

DICKINSON COUNTY
ROAD COMMISSION EMPLOYEES
LOCAL #1286

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INTRODUCTION

This Agreement between the Dickinson County Road Commission and the Dickinson County Road Commission Employees, Local #1286, American Federation of State, County and Municipal Employees, AFL-CIO, entered into this first day of January, 1975 shall remain in full force and effect until the first day of January, 1976.

ARTICLE I

RECOGNITION

Section 1. Subject to Federal Laws and the laws of the State of Michigan, the Dickinson County Road Commission recognizes the Union as the designated representative and sole bargaining agent for all employees including probationary employees as set forth in Article IV, Section 2 but excepting administrative, foremen, shop foremen, superintendent, assistant superintendent, clerical and temporary employees for the sole purpose of collective bargaining relative to wages, hours and other conditions of employment.

Section 2. The Board agrees that it will not interfere with the rights of its employees to become members of the Union and that neither the Board nor any of its agents will exercise discrimination, interference, restraint or coercion because of a person's membership in the Union.

Section 3. The Board of Road Commissioners has the right to hire, suspend or discharge for proper cause, or transfer, the right to relieve employees because of lack of work, and to assign to positions within the confines of this Agreement.

ARTICLE II

UNION MANAGEMENT RELATIONS

Section 1. All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Board.

Section 2. Agreements reached between the parties to this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

Section 3. The Union, its officers, agents and members agree that during the duration of this Agreement there shall be no strikes, sit-downs, slowdowns, or any acts of any kind or form, whatsoever, however peaceable, that would interfere with the operation of this Commission. If any of these things take place they shall be sufficient grounds for a discharge.

ARTICLE III

UNION SECURITY

Section 1. Agency Shop.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 2. Dues Check-off.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (See paragraph (d)), provided that the said form shall be executed by the employee. The written authorization for union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the local union. Each employee and the union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the union.

(d) See attached Authorization form.

Section 3. Representation Fee Check-off.

(a) The Employer agrees to deduct from the wages of any

employee who is not a member of the union the union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (See paragraph (d), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The employer agrees to provide this service without charge to the union.

(d) See attached Authorization form.

Section 4. Remittance of Dues and Fees.

(a) When deductions begin.

Check-off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of the union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The employer shall also indicate the amount deducted and notify the union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE IV

DEFINING REGULAR, PROBATIONARY, TEMPORARY SALARIED AND HOURLY EMPLOYEES

Section 1. A regular employee shall be one who has completed a minimum of six (6) months' service with an average of at least thirty (30) hours' work per week.

Section 2. A probationary employee is one who has less than six (6) months' service. Within the six (6) months' period the Commission has the right to discharge any employee without cause. A probationary employee who has broken service by his own actions shall forfeit his time worked for full-time status.

Section 3. A temporary employee is one who is hired for seasonal work and any time worked by a temporary employee is not counted toward full-time status. A temporary employee who works more than one hundred

AUTHORIZATION FORM

TO: _____
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

[] - An amount established by the Union as monthly dues.

or

[] An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union _____.

BY: _____
Print Last Name First Name

Address Zip Code Telephone

Department Classification

Signature Date

twenty (120) days in any twelve (12) consecutive months shall become a probationary employee.

Section 4. An hourly employee is one whose compensation is based on an hourly wage.

ARTICLE V

APPLICATION OF EMPLOYMENT

Section 1. The Dickinson County Road Commission reserves the right to hire.

Section 2. Every employee presently employed by the Commission and every person employed hereafter by the Commission shall be required to subscribe to the following "Oath of Allegiance": I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of this State, and I will faithfully discharge the duties of my position as an employee of the Dickinson County Road Commission to the best of my ability.

Section 3. All employees of the Commission shall submit to a physical examination and satisfactorily pass the requirements as set up by the Board of Road Commissioners. This physical examination shall precede employment in all cases. When, during the course of employment, the Commission determines that an employee should have a physical examination to determine his eligibility for retention of employment he must submit to such physical, at no cost to the employee. No employee with over ten (10) years of service shall be discharged for reasons of physical disability unless he qualifies for disability under Social Security or Public Act No. 135. With the exception that an employee who is sixty-two (62) years of age and in the opinion of the Commission's doctor is not capable of performing his duties must retire if the Commission requires it.

Section 4. The Commission may, as it deems necessary, utilize tests to determine qualification for employment.

ARTICLE VI

SENIORITY

Section 1. The Dickinson County Road Commission reserves the right to transfer and to assign employees in the various job classifications within the confines of this Agreement.

Section 2. Seniority is hereby defined as the length of continuous employment in the service of the Commission, with the exception of this provision, that any regular employee is laid off because of lack of work, lack of funds, or for other legitimate reasons within the confines of this Agreement and recalled to duty shall be accredited all intermediate lost time for reasons of computing seniority. Employees shall lose their seniority by a voluntary quit, discharge for cause, or after a layoff extending beyond two (2) years.

Section 3. Upon a probationary employee attaining the status of a regular employee, only the six (6) months required to attain full-time seniority status shall be credited toward his seniority.

Section 4. Continuous employment shall mean employment by the County Road Commission in a position as a regular employee without interruption or break. The following shall not be considered as breaks in employment:

- (a) Leaves of absence granted by the Board of Road Commissions.
- (b) The provisions of Article VI, Section (2).

Section 5. Seniority and ability shall be considered in determining order of layoffs, order of names on the re-employment list and promotions in accordance with the rules governing these procedures.

Section 6. Job Postings and Bidding Procedures.

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly-created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the seven (7) working days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The employer shall furnish the chapter chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the employer shall furnish the chapter chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the union's chapter chairman as to who was awarded the job.

(c) During the four-week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(f) All job postings shall contain classification, rate of pay and work location. A successful bidder who is required to change work location shall do so at his own expense and on his own time.

Section 7. Temporary assignments of five days or less may be made by the Commission without regard to seniority. However, temporary assignments which are expected to or exceed five days will be awarded to the senior qualified employee.

Section 8. Seniority shall be strictly observed in all matters relating to rights of employees but seniority shall never be interpreted to require or permit the employer to retain in his employ persons who are unable to do the work available in preference to persons who are able to do the work available.

ARTICLE VII

HOURS AND RATES

Section 1. The regular work week for all employees of the County Road Commission shall be forty (40) hours of actual work (excluding all meal periods) performed in any five (5) eight (8)-hour days from Monday through Sunday. NOTE: The Commission may authorize the inclusion of the meal period as actual work for shift positions. However, the employer and employees may, by mutual agreement, agree to work a four ten-hour (10)-day work week, (Monday through Friday).

Section 2. Any department, subdivision or employee thereof, may be delegated by a competent authority to work more than forty (40) hours per week under such terms and conditions as the Commission may determine to be reasonable and practical.

Section 3. Any employee may be authorized by the Commission to work regularly less than forty (40) hours per week under such terms and conditions as the Commission may determine to be reasonable and practical within the confines of this Agreement.

Section 4. The hours during which a department or subdivision thereof shall be open to the public shall be determined by the Commission.

Section 5. The hourly rates of pay and the classification system, as set forth below, shall be in full force and effect throughout the life of this Agreement.

January 1, 1975

Laborer -----	\$ 3.85
Night Watchman -----	4.09 3.97 4.78
Truck Driver -----	3.97
Assistant Crusher -----	3.97
(Operator)	
Underbody Scraper -----	4.05
(Operator)	
Lodal Front End -----	4.05
(Loader)	
Snow Blade and Box -----	4.05
(Sander Operator Nov. 1 to Apr. 1)	

January 1, 1975

General Maintenance Man ----- (Plumbing, Electrician, Mason)	\$4.09
Clerks (Stockroom)-----	4.19
Heavy Equipment Operator -----	4.19
Grader Operator (with Wing Plow - Nov. 1 to April 1) -----	4.27
Carpenter-Painter -----	4.19
Mechanic I -----	4.19
Mechanic II and Greaser -----	4.09
Mechanic III -----	4.02
Welder I -----	4.19
Welder II -----	4.09
Welder III -----	4.02

In the absence of a No. 1 rated man the No. 2 rated man in the same department shall not receive the higher rating and pay.

Section 6. A probationary employee shall be hired at the rate of twenty cents (20¢) lower than the above-stated rates. After six (6) months of satisfactory service his hourly rate will be increased to the standard rate.

Section 7. Welders and mechanics shall be entitled to reimbursement for lost or stolen tools up to a maximum of \$100 each per year, provided said employee provides to the Commission a written statement as to the item its replacement value and the reason for the requested replacement. The night watchman (3 to 11 P.M.) shift shall receive, in addition to his hourly rate, ten cents (10¢) per hour as premium pay.

ARTICLE VIII

INSURANCE

Section 1. Effective January 1, 1975, Blue Cross - Blue Shield Insurance, Plan MVF-1, will be paid in full for each regular employee and his dependents by the Road Commission. Dependents are defined as those allowable in Blue Cross - Blue Shield Plan.

(a) Blue Cross - Blue Shield Insurance, Plan MVF-1, Master Medical Option IV, ML and IMB & OB Riders, \$50 deductible, 90% reimbursement, will be paid in full for each retired employee from ages sixty-two (62) to sixty-five (65).

Section 2. A life insurance policy in the amount of \$3,000 will be paid by the Commission on each of its regular employees with the type and carrier to be determined by the Commission.

ARTICLE IX

RETIREMENT

Section 1. The Commission will continue in effect the provisions of Public Act No. 135 of the Michigan Municipal Employees Retirement System integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Act. The C-1 Pension plan is the plan that will be in effect during the term of this Agreement.

Section 2. Employees who attain the age of sixty-five (65) and are eligible for Social Security must retire from employment with the Commission.

ARTICLE X

ANNUAL LEAVE

Section 1. Vacation request should be scheduled by each employee prior to April 1 of each year and honored by the Commission according to seniority. The Commission will determine the number of employees to be off at any one time based upon the work load.

Section 2. Requests for vacation made after April 1 may be denied by the Superintendent when deemed necessary.

Section 3. The following schedule is in effect for granting paid vacation to employees on a seniority basis:

0 mos. to 6 mos. service	-----	0 days annually
6 mos. to 5 yrs. service	-----	10 days annually
5 yrs. to 7 yrs. service	-----	11 days annually
7 yrs. to 9 yrs. service	-----	12 days annually
9 yrs. to 11 yrs. service	-----	13 days annually
11 yrs. to 13 yrs. service	-----	14 days annually
13 yrs. to 16 yrs. service	-----	15 days annually
16 years	-----	16 days annually
17 years	-----	17 days annually
18 years	-----	18 days annually
19 years	-----	19 days annually
20 years	-----	20 days annually

Section 4. An employee's vacation will be earned monthly and accumulated to his vacation record at the end of each vacation period. A vacation period shall be a calendar quarter. A maximum of thirty (30) days' vacation may be accumulated by each employee. Employees must take vacation to which they are entitled unless requested in writing by the Commission not to take such vacations. If by the last day of a vacation period an eligible employee who has over the maximum of thirty (30) days has not received his proper vacation, because he was requested to work, the Commission shall pay to him a lump sum as vacation pay in lieu of such vacation.

Section 5. All accumulated and unused leave shall be credited to an employee returning from an authorized leave of absence if he did not receive his vacation pay at time of leaving.

Section 6. Upon separation of any employee from the service of the County Road Commission other than by leave of absence, he shall be paid at the time of separation for the unused portion of his accumulated annual leave.

Section 7. Annual leave shall be taken upon a five (5) day work week basis. Holidays falling within the period of annual leave shall not be counted as work days. Annual leave shall be accrued to an employee while on leave of absence due to injury while at work for the Commission.

Section 8. All vacation will be paid at an employee's regular rate of pay.

ARTICLE XI

LEAVE WITHOUT PAY

Section 1. A regular employee may be granted leave without pay by the County Road Commission for any of the following reasons:

- (a) By reason of physical disability.
- (b) Because of reasons sufficient in the opinion of the County Board of Road Commissioners to warrant such leave.

Section 2. Leaves for any of the reasons stated above will not be granted for more than six (6) months but may be renewed at the option of the Commission on written application by the employee on leave.

Section 3. An employee granted leave of absence hereunder shall be restored to his position on the expiration of his leave, or if approved by the Superintendent/Engineer before the expiration thereof.

ARTICLE XII

ABSENCE WITHOUT LEAVE

Section 1. All men taking leave for one (1) day or less will notify the Superintendent or Assistant Superintendent on the day prior to such leave, if possible, or before 7:00 A.M. on the date of absence.

Section 2. Any employee who is absent from work for three (3) consecutive days without a specific authorization therefor shall be deemed to have resigned from the County Road Commission and to have vacated his position unless a leave of absence is subsequently granted under any of these rules and regulations.

Section 3. The failure of an employee to report at the expiration of a leave of absence shall be deemed an absence without leave unless the leave is extended under any of these rules and regulations.

ARTICLE XIII

HOLIDAYS

Section 1. The following legal holidays shall be considered as paid holidays for all regular employees:

New Year's Day	Good Friday
Memorial Day	July 4th (Independence Day)
Labor Day	Thanksgiving Day
The day after Labor Day	Christmas Day

The following two half-days will be given off if weather is permitting: the last four (4) hours on Christmas Eve and New Year's

Eve. However, if the employees are required to work because of weather conditions, the above half-days will not be paid at the holiday rate unless an employee's paid time would exceed 40 hours for that week.

Section 2. Holidays that fall on Sunday will be observed on the following Monday. Holidays that fall on Saturday will be observed on the preceding Friday. Any employee who works on such Sunday or Monday, or Friday or Saturday, in the case of a Saturday holiday, will receive his holiday pay plus his pay at straight time for the actual hours worked.

Section 3. When it is necessary to call regular employees to work on legal holidays for the performance of emergency work, such employees shall be paid for a regular work day plus his pay for the hours actually worked computed at straight time, unless such time exceeds 40 hours of paid time. Then employees will be paid time and one-half in addition to the holiday pay for hours worked on the holiday.

Section 4. Compensatory time off for work performed on holidays shall not be allowed.

ARTICLE XIV

FUNERAL LEAVE AND SICK LEAVE

Section 1. Each regular employee will be granted one (1) day of sick leave for each calendar month worked and shall be able to accumulate not more than one hundred (100) days at any one time. Each probationary employee after completing his six (6) months' probationary period and becomes a regular employee will be credited with six (6) days sick leave for the time he was on probation.

Section 2. Sick leave shall be granted only for actual regular working days.

Section 3. A minimum claim for sick leave must constitute not less than one-half ($\frac{1}{2}$) working day and should be reported to the Commission's office not later than 4:00 P.M. on the first day of claim for sick leave.

Section 4. An employee will not be required to furnish a doctor's certificate for the first three (3) days that he is on sick leave. If any employee shows a definite pattern of continuous sick leave, the Superintendent/Engineer will call in the union president and request the president to help resolve the problem. If the employee still continues in the same pattern, the Superintendent/Engineer may inform the employee that a doctor's certificate will be needed after the first day of sickness for the remainder of the Agreement. The certificate must be presented within three (3) work days after returning to work.

Section 5. Workmen's Compensation: On-the-Job Injury. Each employee will be covered by the applicable Workmen's Compensation Laws and the employer further agrees that an employee being eligible for Workmen's Compensation will be allowed to use unused sick leave sufficient to make up the difference between Workmen's Compensation and his regular weekly income.

Section 6. No claim for paid sick leave will be granted to any employee whose accident or sickness is caused while gainfully employed when off-duty from the Road Commission.

Section 6(a). An employee will be paid fifty per cent (50%) of his accumulated sick leave upon retirement, or in case of death, to the employee's beneficiary.

Section 7. Any employee shall be granted a maximum of three (3) days' funeral leave which shall be deducted from accumulated sick leave for the express purpose of attending the funeral and performing such other services and duties in connection therewith as are proper and necessary for the following specified relatives: Wife, Father, Father-in-law, Mother, Mother-in-law, Son, Son-in-law, Daughter, Daughter-in-law, Brother, Brother-in-law, Sister, Sister-in-law, and Grandparents.

Section 8. One (1) day of funeral leave, not to be deducted from sick leave, shall be granted to six (6) employees to be selected by the union to attend the funeral of an employee or an ex-employee who has retired from the Road Commission.

Section 9. Severe penalties will result against any employee who falsifies a sick leave or funeral leave report and if such practices were to become prevalent it would result in the cancellation of any sick leave the employee has accumulated at the time of his falsification of the sick leave or funeral leave report or the falsification of his inability to work.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. The Superintendent/Engineer and foreman shall be notified in writing by the president or secretary of the names of stewards and of any changes of names of stewards appointed by the union. The privilege of stewards to take the time to handle grievances is recognized. The steward and alternate shall be appointed. The steward shall, before leaving his work area, first obtain permission from his foreman, and then after permission is granted, will settle the grievance in the most prompt and expeditious manner.

(a) In the first step the Steward shall take up with the foreman the grievance and attempt to settle it. The foreman and steward will have five (5) days to attempt to solve the grievance.

(b) In the second step the steward or employee shall reduce into writing the grievance and present it to the Superintendent/Engineer within three (3) work days. The steward and the Superintendent/Engineer will attempt to resolve the grievance. The Superintendent/Engineer and steward will then have three (3) days to attempt to resolve the grievance.

(c) In the third step the grievance shall be submitted to the Road Commission Board in writing within five (5) work days and a hearing will be conducted

at the next regular meeting of the Commission. If the grievance is received in less than a week before the Commission's next regular meeting the hearing will not be conducted until the following regular meeting. The grievant will be present at the hearing along with no more than three (3) union officials. This shall not act as a bar to any witnesses the grievant shall wish to have appear. The Board will then issue a decision in writing within five (5) work days and said decision shall be final and binding except as to provisions in Section 1(d).

- (d) Any grievance involving an employee being discharged shall be subject to final and binding arbitration. The arbitrator shall be selected by using the facilities of the American Arbitration Association. Any expenses incurred in arbitration shall be borne equally by the parties.

Effective January 1, 1975, any grievance filed by the employees shall be subject to arbitration as the final step.

ARTICLE XVI

DISCHARGE AND SUSPENSION

Section 1. Notice of Discharge or Suspension.

- (a) The employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- (b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the employer will make available a meeting room where he may do so before he is required to leave the property of the employer. Upon request, the employer or his designated representative will discuss the discharge or suspension with the employee and the steward.
- (c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.
- (d) Use of past record. In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE XVII

LAYOFFS

Section 1. The Dickinson County Road Commission reserves the right to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons within the confines of this Agreement.

Section 2. No regular employee shall be laid off while there are temporary seasonal employees in positions of the same class, and the regular employees are willing to accept the positions being held by temporary seasonal employees.

Section 3. When need arises for laying off regular employees in any department of the County Road Commission the individual employee shall be laid off in the inverse order of their seniority, except that no regular employee shall be laid off whose position cannot be satisfactorily filled by personnel on the payroll of the Road Commission.

ARTICLE XVIII

RECALL TO ACTIVE EMPLOYMENT

Names on the re-employment list shall be placed and recalled from the earliest date of employment accredited to seniority, working down the list in calendar order, as far as the County Road Commission deems it feasible and necessary to provide adequate public service.

ARTICLE XIX

WORKING RULES

Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of cooperative spirit of this Agreement. The union and the Board consider themselves mutually responsible to improve the public service through creation of improved employee morale and efficiency.

ARTICLE XX

GENERAL PROVISIONS

Section 1. Any employee entering the Army, Navy, Air Force, or Marine Corps on active duty shall, upon his return from such service, be entitled to reinstatement in his job with pay equal to or better than when he left. He shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training.

Section 2. Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed or color, and that such persons shall receive the full protection of the provisions of this Agreement.

Section 4. If an employee is required by the Commission to attend a school during working hours, he shall receive his regular wages and all expenses. If the school is during his off hours, he shall receive compensatory time and expenses. The Commission shall have the right to require attendance at such schools as it believes will assist employees in the performance of his job.

ARTICLE XXI

TERMS OF AGREEMENT

Section 1. This Agreement shall be effective from January 1, 1975 and remain in full force and effect until January 1, 1976, and shall automatically be renewed under the same terms and conditions for yearly periods thereafter unless sixty (60) days prior to January 1 of any year either party shall give the other written notice of its desire to change its provisions or terminate this Agreement.

Section 2. This Agreement is complete in writing and shall not be amended, changed, altered or modified except by an instrument, in writing, duly signed by the parties hereto.

DICKINSON COUNTY ROAD COMMISSION
EMPLOYEES, LOCAL #1286, AFSCME,
AFL-CIO:

Douglas Kesterson President
Albin H Dill Jr Secretary
Roger Siegal Staff Representative

DICKINSON COUNTY ROAD
COMMISSION:

James Goulette Chairman
Louis Tomasi Member
Garland Mairville Member

APPENDIX I

TIME AND ONE-HALF

Time and one-half will be paid as follows:

1. For all hours paid over forty (40) hours, Sunday through Saturday.
2. An employee reporting in shall be paid a minimum of two (2) hours at straight time unless such time causes an employee to be paid for more than forty (40) hours; then the appropriate time and one-half shall be paid.

APPENDIX II

JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

APPENDIX III

COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

APPENDIX IV

UNEMPLOYMENT COMPENSATION

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with present adopted plan.

APPENDIX V

CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit which would cause a layoff or reduction of hours of regular employees.

APPENDIX VI

CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the final step of the grievance procedure.

APPENDIX VII

WORK PERFORMED BY SUPERVISORS

Supervisory employees, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit which would cause a layoff, reduction in hours or reduce overtime, except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. However, temporary employees will be allowed to continue work beyond the quitting time to complete the job they worked that day, if necessary.

APPENDIX VIII

LONGEVITY

Longevity payments shall be made on December 1 of each year determined by length of service. At that time the amounts shall be according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>PAYMENT</u>
3 years of service -----	\$ 45.00
4 years of service -----	60.00
5 years of service -----	75.00
6 years of service -----	90.00
7 years of service -----	105.00
8 years of service -----	120.00
9 years of service -----	135.00
10 years of service -----	150.00
11 years of service -----	165.00
12 years of service -----	180.00
13 years of service -----	195.00
14 years of service -----	210.00
15 years of service -----	225.00
16 years of service -----	240.00
17 years of service -----	255.00
18 years of service -----	270.00
19 years of service -----	285.00
20 years of service -----	300.00
21 years of service -----	315.00
22 years of service -----	330.00
23 years of service -----	345.00
24 years of service -----	360.00
25 years of service -----	375.00

LETTER OF UNDERSTANDING
BETWEEN
DICKINSON COUNTY ROAD COMMISSION
AND
DICKINSON COUNTY ROAD COMMISSION EMPLOYEES
MEMBERS OF LOCAL #1286
AFFILIATED WITH MICHIGAN COUNCIL #55
AFSCME AFL-CIO

It is agreed between the parties that the contract which was effective as of January 1, 1975, Article 8, Section 1 thereof, shall be amended to read as follows:
"Effective January 1, 1975, Blue Cross/Blue Shield Insurance, Plan MVF-1, Master Med, Option 4, ML and IMB OB Riders, \$50 deductible, 90% reimbursement, will be paid in full for each regular employee and his dependents by the Road Commission. Dependents are defined as those allowable in the Blue Cross/Blue Shield Plan."

FOR THE EMPLOYER:

James Goullet

FOR THE UNION:

Douglas Kerstner

Albin W. Dill

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opeiu459aflcio
22075

LETTER OF UNDERSTANDING

IT IS UNDERSTOOD between the Dickinson County Road Commission and the Dickinson County Road Commission employees, Local No. 1286, AFSCME, that Alfred Larson may continue to be employed by the Road Commission as a night man working 11:00 to 7:00 up to April 1, 1975. Alfred Larson will not be considered to be a member of the bargaining unit and will not be compelled to pay dues or fees to the Local. On or before April 1, 1975, Alfred Larson's employment will be terminated by the Road Commission. When Mr. Larson's employment is terminated, the job shall be posted according to the terms of the Labor Contract between the parties hereto, if the job is to be continued.

AFSCME, LOCAL NO. 1286

By Douglas K. Kesterson
President

By Albin H. Dill
Secretary

BARGAINING COMMITTEE

By Donald Johnson

DICKINSON COUNTY ROAD COMMISSION

By James Louette
Chairman