

*Jan. 1, 1975*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

A G R E E M E N T

between

GOGEBIC COUNTY ROAD COMMISSION

and

LOCAL #662

Affiliated with

COUNCIL 55

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

*Gogebic Cnty. Road Comm.  
New County Bldg.  
Bessemer, Mi. 49911*

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*Gogebic Cnty. Road Comm.*



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## AGREEMENT

This Agreement entered into by the Gogebic County Road Commission (hereinafter referred to as the "EMPLOYER"), and Local #662, Council 55, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

### 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, 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 unit, excluding administrative employees, foremen, shop foremen, superintendent, assistant superintendent, engineers, clerical employees and part-time and seasonal employees.

### 2. UNION MANAGEMENT RELATIONS

(a) 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 Employer.

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

(c) The Union, its officers, agents and members agree that during the duration of this Agreement there shall be no strikes, sit-downs, slow-downs, or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer. If any of these things take place they may be sufficient grounds for a discharge.

(d) No lockout of employees shall be instituted by the Employer during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers.

### 3. DEFINING REGULAR, TEMPORARY, SEASONAL AND PROBATIONARY EMPLOYEES

Employees hired by Employer as Regular Employees shall be on probation for a period of ninety (90) days. During such probationary period, the Employer may lay off or dismiss any probationary employees with or without cause, except that no such employee shall be laid off or dismissed for engaging in lawful Union activities. If any such employee is retained by Employer after the expiration of the probationary period, he shall be credited with seniority from the date of his employment. All employees not specifically hired by Employer as regular employees shall be classified as temporary or seasonal employees, shall not acquire any seniority, and may be laid off or dismissed by Employer with or without cause, except that no such employee shall be laid off or dismissed for engaging in lawful Union activities.

The Union will be notified whether an employee is temporary or seasonal. Such employees will not be employed for more than 120 working days in a one (1) calendar year period.

### 4. CHECK-OFF

Employer agrees to deduct from the paycheck of each employee who has signed and caused to be delivered to Employer, an authorized payroll deduction card certified by the Treasurer of Local #662, the



current monthly Union dues of such employee. Deduction will be made for the current month's dues on the first payday of each month. All deductions for Union dues will be remitted together with an itemized statement to the Treasurer of Local #662 on or before the tenth (10th) day of the current month. Such authorized payroll deduction shall be irrevocable during the term of this Agreement except that it shall be revoked by termination of employment.

(b) Authorization for Payroll Deduction

By \_\_\_\_\_  
Last Name First Name Middle Name

To \_\_\_\_\_  
Employer Department

Effective \_\_\_\_\_  
Date

I hereby request and authorize you to deduct from my earnings for the second pay period of each month after the date of this assignment, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of the current Employer-Union Agreement, except that it shall be revoked by the termination of my employment.

Dated: \_\_\_\_\_

5. HOURS OF WORK

(a) The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period not exceeding one (1) hour including travel time.

(b) The work week shall consist of forty (40) hours or five (5) days, Monday through Friday. The work day shall consist of eight (8) hours. Hours of employment and shifts in the boiler house shall be on a voluntary basis and shall be negotiated annually hereafter between the employees' committee and the superintendent.

(c) Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

(d) Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

(e) Work schedules showing the employees' shifts, work days, and hours shall be posted on all garage bulletin boards at all times.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

A regular employee shall work all time worked on his regular job, including overtime, unless he is unavailable for good reason. In case a regular employee is, for good reason, not available for overtime work, such overtime shall be assigned to such other available employee in the similar classification within the same garage district as may be selected by the foreman.

(f) The Employer agrees to pay each employee who works the second or third shift as part of their regular 8-hour day or 40-hour work week a premium of 5¢ per hour for the second shift and 10¢ per hour for the third shift.

#### 6. REST PERIODS.

All employees' work schedules shall provide for a fifteen (15) minute on-the-job rest period during each one-half ( $\frac{1}{2}$ ) shift. The rest period shall be scheduled where practical in each one-half shift.

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift and shall not exceed the one (1) hour, including travel time.



## 7. HOLIDAYS

### (a) Holidays recognized and observed.

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Memorial Day	General Election Day
Independence Day	Thanksgiving Day
Good Friday	Christmas Day
1/2 day before Christmas	

Eligible regular employees shall receive one (1) day's pay for each of the holidays listed above, except the one-half (1/2) day before Christmas, for which the employee will receive one-half (1/2) day's pay, on which they perform no work.

It is mutually agreed that the boiler man will receive time and one-half for hours worked on a holiday.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

(b) Eligibility Requirements. Regular employees shall be eligible for holiday pay under the following conditions:

1. To be eligible to receive holiday pay, the employee must work his regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.

2. Exceptions to the preceding sub-paragraph will be made:

- a. Where employee is granted prior leave to the shifts prior to the holiday for good cause, including sickness.

- b. Where the employee is granted leave for the shift after the holiday for good cause, including sickness.

Leaves will only be granted by the Superintendent/Engineer and only in cases where good and sufficient cause is shown.

c. If a holiday is observed on the employee's scheduled day off or vacation, he shall be paid for the unworked holiday.

d. No holiday pay shall be granted to an employee on laid off status, unless the holiday is less than thirty (30) days after the date of layoff.

(c) Holiday Pay. Eligible employees who perform no work on a holiday shall receive for such holiday eight (8) hours' pay at the employee's straight time hourly rate.

Should an eligible employee be called to work on any of the above designated holidays he will be paid one and one-half (1-1/2) times his regular straight time hourly rate in addition to his holiday pay.

Temporary and seasonal employees will not be allowed paid holidays.

Should an employee be called to work on Easter Sunday, he will be paid time and one-half. The following Monday will not be considered to be a holiday.

(d) Holiday Hours for Overtime Purposes. For the purpose of computing overtime, a paid holiday, whether worked or not, shall be counted as eight (8) hours worked in the week in which the holiday occurs.

## 8. SICK LEAVE

The Employer has adopted the County of Gogebic Sick Leave Policy effective January 1, 1956, which is as follows:

### A. Basic Allowance.

Effective January 1, 1956, a sick leave credit of 30 days shall be established by the several County Departments, for each continuing full-time employee, excluding elective officials. PROVIDED, such employees have a minimum



of ten completed years of County service on said date, to which shall be added additional credits of one day per year for each completed year of County service prior to said date, LESS, however, such sick leave as shall have been taken during the years 1946 to 1955, inclusive, or cash payments in lieu thereof. Employees with less than ten years of County service shall receive a proportionate basic credit, amounting to four days for each completed year of County service, prior to January 1, 1956.

B. Additional Allowances.

Beginning January 1, 1956, additional credits of one day for each completed monthly period of service shall be added to the basic allowance, if any, of each County employee, except that no sick leave credits shall be earned by any employee during a leave of absence without pay.

Accumulation.

Earned sick leave credits, added to the basic credits, IF UNUSED, shall be allowed to accumulate to a maximum of 100 days.

D. Payments.

The compensation of employees, while absent on sick leave, shall only be paid from the respective Sick Leave Reserves of the several County Departments but not beyond the amounts then credited to such employees.

E. Equivalent Allowances.

Employees who consistently and regularly render part-time service amounting to more than 1000 hours or the equivalent of 125 eight-hour working days, or more, during a year, shall be entitled to sick leave with pay on a partial basis in proportion to the time actually worked. No sick leave credits shall accrue to other seasonal, intermittent or part-time employees of the County.

F. Utilization.

An employee may utilize his sick leave allowance, upon approval of the employing Department, for absences due to his illness, injury, exposure to contagious disease which might endanger the health of other employees, or for absences due to illness, injury or death of others, as specified below.

1. Illness or Injury. Sick leave may be utilized by an employee in the event of his illness or injury, or for illness or injury in his immediate family, which necessitates his absence from work. "Immediate family", in such cases, shall include the employee's spouse, children, parents or foster parents, parents-in-law,

brothers, sisters and any persons for whose financial or physical care he is principally responsible.

2. Death. Sick leave may be utilized by an employee for absence necessitated by the death of a relative, relative-in-law, or person for whose financial or physical care he has been principally responsible.
3. Funeral Attendance. Sick leave may be utilized by an employee for serving as a pallbearer or to attend a funeral.
4. Appointments. Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments.
5. Pregnancy. Sick leave may be utilized for illness due to pregnancy. A pregnant employee who is forced to leave a position in the County service for maternity reasons shall be considered as having been laid off. The employing Department shall determine, in consideration of the health of the employee and/or the necessities of the service, when such layoff shall take place. At the request of the employing Department, a pregnant employee may be required to present medical certification of her fitness to continue or return to work.

G. PROOFS.

All sick leave shall be substantiated by written evidence as the employing agency may require, signed by the employee and his immediate superior. Illness shall be substantiated by a physician's certificate.

H. Advances.

Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In such cases, payroll deductions for the time lost shall be made for the pay period in which the absence occurred.



I. Transfers.

An employee who transfers from one County agency to another shall be credited with his unused sick leave by the agency to which transferred and an appropriate transfer of necessary moneys shall be made between the Sick Leave Reserves of the Departments involved.

J. Disability Payments.

In cases of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefits under the Michigan Workmen's Compensation Law, such employee, with the approval of the employing Department, may be allowed to utilize his sick leave to the extent of the difference between such disability payments and the employee's regular salary or wage.

K. Payments on Separation from County Service.

After January 1, 1956, employees leaving County service shall receive cash payments, in lieu of unused sick leave credits, according to the conditions of their separation from County service, as follows:

1. At Normal Retirement Age.

On leaving County service at normal retirement age, as defined in the Gogebic County Employees Retirement Ordinance, to accept a retirement allowance, such employee shall receive a cash payment equivalent to 50% of the sick leave standing to his credit at such time.

2. At Death, while in County Service.

In the case of the death of a County employee, a cash payment equivalent to 50% of the sick leave standing to his credit, at such time, shall be made to his beneficiary, as designated in the records of the Retirement System, or, if there be no such designated person or persons, then, to his legal representative, or to the person accepting responsibility for burial expenses.

3. On Discharge or Layoff from County Service.

In case a County employee is discharged or laid off from County service, such employee shall receive a cash payment equivalent to 50% of the sick leave standing to his credit at such time.

#### 4. Voluntary Separation from Service.

Any County employee who leaves County Service of his own volition shall not receive any cash payment in lieu of unused sick leave, but such sick leave credits as may be standing to his credit at the time of such separation shall be forfeited.

#### L. Return to Service.

If an employee who has previously left County service, of his own volition, and has had any sick leave credits forfeited at the time of such separation, again returns to County service within a period of five years from the time of his last employment by the County, his previous unused sick leave credits shall be restored and placed to his credit.

#### 9. LEAVE OF ABSENCE

(a) A regular employee may be granted leave without pay by the Employer for any of the following reasons:

1. By reason of physical disability
2. Because of reasons sufficient in the opinion of Employer to warrant such leave

(b) 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 Employer on written application by the employee on leave.

(c) An employee granted leave of absence hereunder shall be restored to his original or to a comparable position, whichever is available on the expiration of his leave, or if approved by the Engineer/Superintendent before the expiration thereof.

(d) Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor who shall immediately refer the same to the Superintendent. The request shall state the reason leave of absence is requested and the approximate length of time off the employee desires. If such request is granted, written

authorization for the leave of absence shall be furnished to the employee by the Superintendent.

(c) In the event of sickness or a death in the immediate family of an employee -- spouse, parents, children, brother, sister -- the employee shall be granted three (3) days' leave of absence with sick leave pay to make household adjustments, arrange for medical services, or to attend funeral services.

(f) If an employee is required to and does report for jury duty or jury service, he shall be granted a leave of absence for that purpose and shall be paid by the Employer the difference between any jury duty compensation he receives and his regular wage for each day of jury service, but an employee called for jury duty not awaiting selection as a juror or acting as a juror in a case being tried shall immediately return to his Road Commission job.

(g) Employees selected by the Union for staff positions shall at the written request of the union be granted a leave of absence. The leave of absence shall not exceed two (2) years. A two (2) year extension of such leave shall be granted if requested by the Union prior to the expiration of the original leave of absence. If the employee so selected by the Union is essential to the successful operation of the Employer's business, it shall be allowed thirty (30) days before such leave shall become effective in which to secure a replacement for the employee granted such leave. Members of the Union, not to exceed three (3) in number, selected by the Union to participate in any other Union activity, shall be granted a leave of absence at the written request of the Union. A leave of absence for such Union activity shall not exceed thirty (30) days, but it shall be renewed



or extended for an additional period of not more than thirty (30) days upon written request of the Union made not less than ten (10) days prior to the expiration of the original leave.

10. SELECTIVE SERVICE.

It is mutually agreed that should any employee, voluntarily or otherwise, become subjected to the provisions of the Selective Training and Service Act of 1948, as amended, and voluntarily or otherwise submit to any military or Government Civilian Service under the Act, such employee's rights shall be fully protected and preserved in accordance with said statute. Employer will recognize the continuation of the seniority rights of any such person as provided in said statute.

11. WAGES

(a) Employees shall be compensated according to the Wage Schedule hereinafter set forth; namely,

<u>Classification</u>	<u>Rate</u>
Mechanic I	\$3.93
Mechanic II	\$3.90
Blacksmith	\$3.90
Gravel and Blacktop Plant Operator	\$3.82
Working Foreman	\$3.80
Blacktop Paver Operator	\$3.77
Lubrication Maintenance	\$3.71
Grader Operator	\$3.71
Heavy Equipment Operator	\$3.71
General and Sign Maintenance Man	\$3.61
Scraper Operator	\$3.59
Light Equipment Operator	\$3.56
Regular Laborer	\$3.50

When any position not listed on the Wage Schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure.

(b) Cost of Living

A cost of living adjustment shall be made using the January 1, 1974 release for the Minneapolis-St. Paul area by the U. S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, based on 1957-1959.

1. Cost of living adjustment shall be made quarterly on the first pay period following the release of the cost of living index in April, July, October and January.

2. For each 0.4 index rise, each employee shall receive an increase of one cent (1¢) per hour. The total increase shall be computed on the quarterly index versus the January 1, 1974 figure. In no event will the additional cost of living adjustment exceed ten cents (10¢) per hour.

3. Should the cost of living decrease, the same formula shall be used in the de-escalation as in use in the escalation.

12. REPORTING TIME.

An employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four (4) hours' work on the job for which he was scheduled to report.

If work on the job is not available, the employee shall be excused from duty and paid, at his regular rate, for four (4) hours' work at the appropriate rate - straight time or overtime - whichever is applicable.

When any employee reports for and starts to work as scheduled and is excused from duty before completing four (4) hours' work, the employee shall be paid, at his regular rate, for four (4) hours' work at the appropriate rate - straight time or overtime - whichever is applicable.

Employees called back after completing their work day will be guaranteed a minimum of four (4) hours at their regular rate of pay. An employee called out in advance of his regular shift will have the option of working the whole of his succeeding regular shift in addition to such extra time, but if he elects not to work the whole of such regular shift, he shall give his foreman two (2) hours' notice that he wants to be relieved from duty. The foreman shall have the option of relieving such employee after twelve (12) hours of continuous duty.

### 13. CALL TIME

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at his regular rate of pay.

### 14. OVERTIME

Overtime hours in excess of forty (40) hours per week shall be paid for at a time and one-half rate.

### 15. SENIORITY

(a) New employees hired as regular employees will be deemed to be on a probationary period for ninety (90) days and will not accrue seniority status during said ninety (90) days. Such employees retained at the expiration of said ninety (90) days will become regu-



lar employees and will be duly credited with seniority as of their first day of work for the Employer. During such probationary period the employer may lay off or dismiss probationary employees with or without cause, solely at its discretion, except for lawful Union activities.

(b) In promotions, layoff due to curtailment of operations or lack of work, and recall of employees, the following factors will be considered, and if factors 2 and 3 are relatively equal, the length of continuous service will govern:

1. Seniority - length of continuous service
2. Ability to perform the work
3. Physical fitness

(c) An employee's earned seniority will not be lost because of absence due to illness or temporary layoff. A seniority list will be brought up to date once each year on January 1, and posted in a conspicuous place, with copies to the Local Union and Council office. Seniority shall not be affected by the race, sex, marital status or dependents of employee.

(d) Seniority will be terminated where an employee:

1. Quits or is discharged for cause
2. Fails to report for work without good cause within seven (7) days after notification to return after layoff
3. Is absent from work for three (3) consecutive working days without good cause and without notifying the Employer in advance of such intended absence.

(e) No employee shall be absent from work without good cause. Any employee desiring to be absent from work for good cause shall notify his foreman, or the Board Superintendent of such desire, and

the reason therefore before the end of his previous shift, if possible, and in any event not less than two (2) hours before the beginning of his next shift, except in case of emergency beyond his control and in such case, as soon as reasonably possible. Such absence, if for good cause, will be excused by the Employer, but the Employer may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, if it so desires.

(f) In case of a general layoff of three (3) or more employees due to lack of available work, the Employer will give five (5) working days' notice in writing to the employees to be affected. If the employees affected have any question with reference to such proposed layoff, they or their representative may discuss it with the Superintendent and, if necessary, with the Employer.

(g) Notice of recall shall be sent to the employee at his last known address by registered or certified mail, or may be delivered personally to the employee by an authorized representative of the Employer. If an employee fails to report to work within seven (7) days after the date of mailing of the notice of recall, or of personal delivery of the notice, he shall be considered to have quit his job. In case of personal delivery of such notice as herein provided, the Employer representative making such personal delivery shall take a receipt from the employee to whom the notice is delivered.

(h) In the event of a vacancy or a newly-created position employees shall be given the opportunity to transfer thereto on the basis of seniority, ability to perform the work and physical fitness. In such cases, all vacancies and newly-created positions shall be

posted in a conspicuous place in the place of employment for at least five (5) working days prior to filling such vacancy or newly-created position.

(i) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee qualified to perform the job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

(j) All supplemental agreements shall be subject to the approval of the Employer and the Local Union. Within ten (10) days after such agreements are reached they shall be submitted by the Local Union to the International Union and must be approved or rejected within ten (10) days of such submittal.

(k) No work will be contracted out by the Employer when it will result in layoffs of regular employees of the Bargaining Unit.

(l)

1. Promotions within the Bargaining Unit shall be made on the basis of seniority, ability to perform the work and physical fitness. Job vacancies and newly-created jobs will be posted for a period of five (5) working days setting forth minimum requirements for the position in a conspicuous place in each garage. Employees interested will apply within the five (5) working day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a minimum of one (1) week and a maximum of four (4) weeks' trial period to determine:

- a. His desire to remain on the job
- b. His ability to perform the job



In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee and the steward. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the Grievance Procedure.

2. During the four (4) 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 Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

3. During the trial period, employees will receive the rate of the classification from which they transferred.

4. It is understood that when qualified employees do not apply for posted jobs, such jobs may be filled through outside recruitment.

5. Employees required to work in a higher classification shall be paid the rate of the higher classification from which they were transferred, except during training.

6. Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee qualified to perform the job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

#### 16. HEALTH AND WELFARE

(a) The Employer will continue in full force and effect during the term of this Agreement the group insurance program, in-

cluding the life insurance portion thereof now in effect, for all regular employees while in active employment. Beginning January 1, 1971, the Employer will pay ten dollars (\$10.00) per month per employee to the employee's insurance fund. This amount will be increased as of January 1, 1973 to fifteen dollars (\$15.00) per month per employee.

(b) The Employer will continue in effect the present coverage of its employees under the Federal Old Age and Survivor Insurance and the Gogebic County Employees' Retirement Ordinance. Employees who attain the age of sixty-five (65) years and are eligible for Social Security must retire from employment with the Employer.

(c) Each employee will be covered by the Michigan Workmen's Compensation laws. The Employer further agrees that an employee receiving Workmen's Compensation will be paid out of such employee's accumulated sick leave an amount sufficient to make up the difference between the Workmen's Compensation being received by such employee and his regular weekly earnings based on forty (40) hours a week, to the extent of such accumulated sick leave.

(d) A Safety Committee consisting of not more than three (3) Union members, the Superintendent and Foreman of the Employer and the Safety Engineer of its insurance carrier, is hereby established. The Safety Committee shall meet at the call of the Superintendent. It shall review all accidents and hazards arising out of the operations of the Employer and make recommendations as to how they can be eliminated or reduced.

(e) The Board will establish a safety code and expects all employees to cooperate fully in the enforcement of such safety rules, and regulations as may be made. Suggestions as to such safety code received from any employee or employees or their Union will be carefully considered.

(f) Should an employee complain that his work requires him to be in an unsafe or unhealthy situation, in violation of accepted safety rules, the matter will be adjusted immediately by the Employer. If the matter is not adjusted satisfactorily it may be made a grievance and processed according to Grievance Procedure.

#### 17. DISCIPLINE AND DISCHARGE

(a) Disciplinary action or measures shall include only the following:

1. Oral reprimand
2. Written reprimand
3. Suspension (notice to be given in writing)
4. Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee, including non-compliance with any established work rules. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular Grievance Procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not emoarass the employee before other employees or the public.

(b) The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.



The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time, less any earnings received through outside employment and with full restoration of all other rights and conditions of employment.

#### 18. GRIEVANCE AND ARBITRATION PROCEDURE

Grievances will be handled in the following manner:

(a) Any employee having a grievance shall first present it to his foreman with or without a Union Steward, as he may elect, as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work, and every effort will be made to solve such grievance at that time.

(b) When verbal agreement between the employee and the foreman cannot be reached the steward shall give written notice of the grievance to the foreman. The written grievance shall be presented to the foreman by the end of the next regularly scheduled working day following the day on which the alleged grievance was discussed with the foreman (Saturdays and Sundays excluded). The foreman will answer the grievance in writing by the end of the following regularly scheduled work day (Saturdays and Sundays excluded).

(c) If the adjustment between the parties under sub-paragraph (b) above is not satisfactory, the steward may then submit the

grievance to the Employer's Superintendent-Engineer, who will then attempt to satisfy the grievance within two (2) regularly scheduled working days (Saturdays and Sundays excluded).

(d) If the adjustment between the parties under sub-paragraph (c) above is not satisfactory, the grievance may then be submitted for adjustment to the Employer.

(e) In the event the grievance cannot be adjusted within ten (10) regularly scheduled working days (Saturdays and Sundays excluded), under sub-paragraph (d) above, the matter may be referred immediately to the Michigan State Labor Mediation Board under the provisions of Act 379 P.A. Mich. 1965. All efforts will be made to expedite the legal process.

(f) If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Employer is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However,

each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party.

Grievances initiated by the Employer shall be processed in this same manner, but they may be initiated at Step "c".

(g) No employee shall leave his work for any purpose relating to the Grievance Procedure herein set forth without first obtaining the consent of his foreman. Such time so spent shall be at the employee's expense, except under steps "a", "d" and "e".

(h) All grievances involving alleged violation of the seniority provisions of this Agreement, or money demands, may be reported to the Clerk or Superintendent/Engineer of the Employer writing within five (5) working days (Saturday and Sunday excluded) after the occurrences out of which they arise are known to the employee claiming to be aggrieved, or with reasonable diligence should have become known.

(i) All grievances not reported in writing within the time limits as hereinbefore provided will be considered abandoned. All grievances not answered by the Employer representatives within the time limits as herein provided shall automatically go to the next step.

(j) Employees selected by the Union to act as Union representatives shall be known as "stewards". The names of employees selected as stewards, and the names of other Union representatives, such as the Bargaining Committee, who may represent employees, shall be certified in writing to the Employer by the Local Union, and the



individuals so certified shall constitute the union grievance committee, but no more than four (4) committee members shall represent the union on any single occasion.

The Employer shall meet at mutually convenient times with the union grievance committee.

Grievance committee meetings when held during working hours, will be on the employer's premises and without loss of pay.

The purpose of grievance committee meetings will be to adjust pending grievances. In addition, the committee may discuss with the employer other issues which would improve the relationship between the parties.

The number of stewards shall be determined as follows:

A minimum of one (1) steward in each garage.

(k) Grievance committee members may investigate and process grievances during working hours without loss of pay.

(l) If the employer fails to give an employee work to which his seniority entitles him, the employer will reimburse him for the earnings he lost through failure to give him such work.

(m) Decisions reached by an arbitrator shall be final and binding upon both parties and in any grievance involving monetary loss to the employee, found to have been in violation of this Agreement or in violation of law, the Employer shall immediately satisfy the aggrieved employee with or without back pay based on the arbitrator's decision and shall restore all other privileges to which the employee would have been entitled had the grievance not occurred.

#### 19. UNION SECURITY. 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.

20. VACATIONS.

(a) Any employee who has worked more than one (1) year will receive one (1) week's vacation at his regular rate of pay, payable in advance of the vacation period.

(b) Any employee who has worked more than three (3) years will receive two (2) weeks' vacation at his regular rate of pay, payable in advance of the vacation period.

(c) Any employee who has worked more than ten (10) years will receive three (3) weeks' vacation at his regular rate of pay, payable in advance of the vacation period.

(d) Any employee who has worked more than fifteen (15) years will receive three (3) weeks' vacation at his regular rate of pay, payable in advance of the vacation period.

(e) Any employee who has worked more than fifteen (15) years will receive an additional day vacation per year up to twenty (20) years at his regular rate of pay, payable in advance of the vacation period.

(f) Vacations will be cumulative, if earned vacations are not made available by the Employer during the year. Holidays occurring during an employee's scheduled vacation will not be charged against vacation time.

(g) Requests as to time of vacation must be filed with the Employer by May 1 of each year, each employee designating his first, second and third choice of vacation time.

(h) Any vacation time due in the present year was earned in the previous year. Upon retirement, vacation time due must coincide with the employee's anniversary date of employment.

(i) The vacation year of each employee shall end on the anniversary date of his most recent employment. In case of retirement, resignation, discharge or death of an employee entitled to paid vacation, his vacation pay will be prorated as of the date of such retire-



ment, resignation, discharge or death, and shall be paid to the employee, if living, or to his Estate, if he be deceased.

## 21. GENERAL PROVISIONS

(a) The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to race, color, creed, national origin or political affiliation. The Union shall share equally with the employees the responsibility for applying this provision.

(b) As used in this Agreement, all references to employees shall refer to both genders.

(c) The Employer and the Union agree not to interfere with the rights of employees and there shall be no discrimination, interference, restraint, or coercion by either the Employer or the Union, or by any Employer or Union representative against any employee because of membership or non-membership in the Union.

(d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

(e) Announcements, in addition to the posting of the annual seniority list, will be posted in a conspicuous place where employees enter or leave the Employer's premises. The Union may use such bulletin boards for notices of a routine nature. No denunciation or inflammatory written material shall be posted on any of such bulletin boards or permitted to remain there.

(f) The Employer may make such work rules as it deems necessary or advisable provided these rules are of a reasonable nature and do not conflict with any of the specific causes of this Agreement.

An employee aggrieved by any unreasonable rule or a rule which is in violation of the terms of this Agreement may submit his grievance in accordance with the procedure outlined in Article 18 of this Agreement. The Employer will furnish each employee in the Bargaining Unit with a copy of all existing work rules within thirty (30) days after the effective date of this Agreement and with copies of any new rules as they become effective.

(g) Should a dispute arise as to any matter not specifically covered by this Agreement, the parties shall negotiate a disposition thereof on the basis of the cooperative spirit of this Agreement. The Employer and the Union consider themselves mutually responsible to improve their public service through the creation of improved employee morale and efficiency.

(h) Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law. 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 its duration.

(i) All existing and future work rules shall be established by the Employer. When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

(j) The Employer further agrees to furnish each employee in the bargaining unit with a copy of all issued work rules thirty (30) days after the effective date of this Agreement. New employees shall be provided with a copy of the rules at the time of hire. Employees shall comply with all rules that are not in conflict with the terms of this Agreement. Any unresolved complaints as to the reasonableness or application of any rule adopted by the Employer shall be resolved through the grievance procedure.

(k) The Employer agrees to post an overtime list every six (6) months showing the employee's name and the amount of overtime worked.

## 22. TERMINATION.

(a) This Agreement shall be effective as of the first day of January, 1974, and shall remain in full force and effect until the first day of January, 1975. It shall be automatically renewed thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date, January 1, 1975, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations or until it shall be terminated by a written notice given by the party desiring such termination not less than ten (10) days prior to the desired termination date, which shall not be before the termination date otherwise fixed in this Agreement.

(b) 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.



LOCAL #662, COUNCIL #55,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO

GOGEBIC COUNTY ROAD COMMISSION

Joseph V Corulli

John Mitchell

Roger Siegal  
Staff Representative

Andrew Anderson 12/17/73

Geo. C. Maricath

B. Rutter

Dated: 12-17-73

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