

8-10-72 to 9-1-75

CONTRACT AGREEMENT

Ionia

This agreement, made and entered into this 10th day of August 1972 by and between the Ionia County Road Commission located at Ionia, Michigan (hereinafter referred to as the "Commission") and the Ionia County Road Commission Employees Organization (hereinafter referred to as the "Union").

WHEREAS, the Commission is engaged in furnishing an essential public service vital to the health, safety, comfort and welfare of the people of Ionia County; and

WHEREAS, both the Commission and it's Employees have a high degree of responsibility to the public in so serving the public without interruption of this essential service; and

WHEREAS, since both parties recognize this mutual responsibility, they have entered into this agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between the Commission and the Union, and to that end the parties hereto have reached an understanding governing the conditions of employment which shall prevail on the properties of the Commission insofar as it relates to the Employees within the bargaining unit; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Commission and the Union so that grievances and complaints shall be settled quickly and satisfactorily to both parties, so that service to the public shall not be disrupted;

NOW THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

*Ionia County Road Commission
Box 76
Ionia, Mich 48846*

INDEX

<u>PAGE</u> <u>NO.</u>	<u>ITEM</u>	<u>ARTICLE</u>
1.	Recital of Consideration	
2.	Index	
3-4.	Définitions	
5.	Union Recognition	I
6.	Union Security & Representation	II
7-8.	Management Rights	III
9-11.	General	IV
12.	Pay Period	V
13.	Wages, Hours, Overtime	VI
14.	Working Conditions	VI
15.	Wage Classification	VI
16-18.	Social Benefits	VII
19.	Holidays	VIII
20.	Vacations	IX
21-23.	Sickleave	X
24.	Seniority	XI
25.	Military Service	XII
26.	Discharge Or Suspension	XIII
27-29.	Grievance Procedure	XIV
30.	Safety	XV
31.	Waiver	XVI
32.	Duration of Agreement	XVII

APPENDIX

DEFINITIONS

1. Ability means an employee has demonstrated to the Commission his ability to do the job efficiently on which he is bidding with very little practice or coaching.

2. Absenteeism shall mean absence from the job at starting time without prior notice to and consent of the Commission.

3. Arbitration shall mean the process by which a dispute can be settled after the application of the preceeding steps in the grievance procedure have failed and involving only disputes which pertain to the application or interpretation of the contract. No individual employee may take a dispute to arbitration.

4. Day shall mean 6:00 A.M. to 6:00 A.M. for dating time cards.

5. Days shall mean calendar days, not working days, unless specifically stated in this Agreement.

6. Excessive Absenteeism shall mean unexcused absenteeism two times within a period of four weeks.

7. Hours of Work shall mean the hours an employee may ordinarily expect to work and does not imply and guarantee that the work day will not be shortened or lengthened.

8. Lateral Transfer shall mean assignment by the Commission to a job of equal name, equal rate.

9. Leave of Absence shall mean time off the job without pay or benefit granted by the Commission for personal reasons of the employee.

10. Majority shall mean 51% of all employees in the bargaining unit.

11. Merit shall mean that an employee has an outstanding record of attendance, a good record of compliance with rules, his work is above average, he accepts after hours schooling and in general shows by his performance that he has the desire to become of greater value to the Commission.

12. Modified Union Shop shall mean that all new employees shall pay dues to the Union, at the end of the probation period, any present employee may or may not join the Union. However, if an employee joins he must keep in good standing for the duration of the contract.

13. Notices, Due Notice, Notice Shall Be Given, etc. shall mean Certified Mail, Return Receipt Requested to either the Union President or the Commission Manager, unless personal service is made and it can be shown through signature of both parties that the notice was actually delivered.

14. Overtime shall mean all time worked over eight and one-half (8-1/2) hours, Monday through Friday, Saturday is a straight time day until 4:30 P.M. (or until 8-1/2 hours have been worked if it is earlier) for pre-planned routine work. In the event of an emergency call in, all employees engaged in routine work will be paid time and one-half for all time worked after the emergency call in time. From 4:30 P.M. on Saturday until 6:00 A.M. on Monday shall all be on overtime rate. EXAMPLE: Start 6:00 A.M. overtime begins 3:00 P.M. until 6:00 A.M. Start 7:30 A.M. overtime begins 4:30 P.M. until 6:00 A.M. Saturday overtime begins 4:30 P.M. unless starting time is earlier than 7:30 A.M. In the event that additional employees are called in for emergency work on Saturday, and there are employees on routine preplanned work, all employees shall be paid at the overtime rate except those employees on regularly scheduled night work. EXAMPLE: mechanics that normally work from 3:30 P.M. until 2:30 A.M. shall receive no overtime for normal regular hours, in the event additional mechanics are needed Saturday night. The employees on routine preplanned Saturday work shall only be compensated at the overtime rate during the period that the additional employees are employed in emergency work.

15. Promotion shall mean a transfer to a higher rated job, intended to be permanent.

16. Seniority is the length of continual uninterrupted time in the employ of the Commission from the date and hour of hire less deductions for leave of absence, plus time spent in the Armed Forces of the Country or any other absence approved by the Commission.

17. Strike shall mean any work stoppage, slowdown or refusal to cross a picket line to conduct snow or ice removal operations or to alleviate an emergency situation.

W I T N E S S E T H

ARTICLE I

RECOGNITION

Section 1. The Commission recognizes and acknowledges that the Union is the exclusive representatives in collective bargaining with the Commission of all its employees in the matter of wages, hours and working conditions, excluding office clerical employees, subcontractors, irregular part time employees, temporary and seasonal employees, engineering employees and supervisors as defined in the Act.

Section 2. This recognition clause shall be construed to apply to employees and not to work. It shall not limit the Commissions right to contract out work or to transfer work to other employees not included within the above described unit when the nature or amount of work changes.

Section 3. All employees are hired on a trial basis for six(6) months of continuous employment, during which period he may be discharged without further recourse, provided however that the Commission does not discharge or discipline for the purpose of evasion of any part of this agreement.

ARTICLE II

UNION SECURITY AND REPRESENTATION

Section 1. It is mutually agreed by the Commission, the Union and the employees that the Ionia County Road Commission shall operated on the Modified Union Shop basis.

Section 2. Grievance Committeemen shall be one for each thirty(30) employees or fraction thereof.

Section 3. The Commission will pay committeemen when conferences are requested by them to settle grievances during regular working hours, no payment shall be made for conferences outside regular working hours.

Section 4. The bargaining committee shall be one for each twenty-five(25) employees or fraction thereof.

Section 5. The Commission is to pay the bargaining committee for all time spent in negotiations held during regular working hours.

Section 6. All committeemen shall have at least one year seniority and shall be chosen so as to represent all the employees in the bargaining unit.

Section 7. If the Union so desires it may employ the services of an attorney to represent them at any grievance or bargaining session.

Section 8. All committeemen shall be appointed by the President of the Union and approved by the members at a regular or special meeting, or if deemed advisable by a secret ballot taken after due notice to all Union members. This election can take place during working hours, provided however, that permission is granted by the Commission. The names of officers and committeemen of the Union shall be reported to the Commission in writing as soon as possible after election or appointment. Changes taking place during the year shall also be reported as they are made.

Section 9. The Commission shall, each three(3) months of employment, deduct from the pay of each employee who voluntarily executes a written authorization therefor the amount of the Union's initiation fee and regular monthly dues, and will remit the same to the Treasurer of the Union.

Section 10. The authorization for the deduction of dues or initiation fees shall

be irrevocable for the duration of this contract.

Section 11. Ratification of this contract shall be by secret ballot and a simple majority of eligible employees shall be required to accept or reject.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Except to the extent expressly abridged by a specific provision of this Agreement, the Commission reserves and retains, solely and exclusively, all of its Common Law rights to manage the Commission's business, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of management which are not abridged by this Agreement, shall include but are not limited to its rights to determine the existence or non-existence of facts which are the basis of a management decision, to establish or continue policies, practices and procedures for the conduct of the Commission's business and, from time to time, to change or abolish such policies, practices, or procedures; the right to determine and from time to time redetermine, the number, location, relocation and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations or to discontinue their performances by employees of the Commission; to determine the number of hours per day or week operations shall be carried on; to select and determine the number of employees required; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts of lack of work, to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and satisfactory operation of the Commission with due notice to the Union all to the best regard of its employees.

Section 2. The employees recognize that the Commission retains the right of management of all affairs which are prescribed by law, including the decision on the number of employees, discipline or discharge of employees for just cause, provided in the exercise of this right it will act in a just and prudent manner, and in the event an employee feels aggrieved, he shall have the right of appeal through the grievance procedure as outlined, unless this agreement specifically states otherwise.

ARTICLE IV

GENERAL

Section 1. Promotion - All job openings shall be posted on the bulletin board for three(3) working days at the garages. Interested employees should apply in writing to the Manager. Seniority, ability and merit will be considered for promotions or job transfers. No employee who has less than six(6) months seniority or has received a promotion in the six(6) months previous to posting shall be eligible to bid.

Section 2. Job openings shall be established for an extra scraper and tandem driver. Persons in this category shall automatically be eligible for the next permanent opening.

Section 3. No person or persons hired for permanent mechanics shall be eligible to bid for any job opening as an equipment operator. Any mechanic so desiring to transfer out of the shop shall be transferred to a laborer. They will then be eligible to bid any opening after transfer.

Section 4. Disputes of any nature not satisfactorily settled may be submitted to arbitration, unless otherwise provided in this agreement.

Section 5. Seniority shall be considered as covering all employee categories.

Section 6. Employess of this Commission may stop for coffee after 9:00 A.M. and 2:00 P.M., for 15 minutes, provided he does not drive out of his way to do so. All group leaders will insure that each individual working for them shall receive 15 minutes with the least disruption to the operation..

Section 7. Punch in time will not be earlier than 15 minutes before the days work begins, unless the card is initialed by the Foreman.

Section 8. Any time over 8-1/2 hours in one day must be approved by the foreman. If not approved, only 8-1/2 hours will be allowed.

Section 9. Mandatory retirement will be at age 65, and for any employee to continue after 65 will be at the discretion of the Commission.

Section 10. Every employee shall notify the office of any change in address, number of dependents, change in beneficiary on life insurance, or other important changes within five(5) working days after such changes.

Section 11. Any employee who is away from work, or fails to appear for work for a period of three(3) days without notifying his supervisor shall be considered as having left his position voluntarily and shall forfeit all seniority and social benefits.

Section 12. The Commission will erect bulletin boards in all garages at appropriate places which may be used by the Union for postion notices approved by the Commission and restricted to:

- (a) Notices of Union recreational and social affairs
- (b) Notices of Union elections
- (c) Notices of Union appointments and results of Union elections
- (d) Notices of Union Meetings
- (e) Other notices of bona fide Union activity such as Credit Unions, etc.

Section 13. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon Commission property other than as herein provided.

Section 14. The Commission reserves the right to fix rates for new jobs and job classifications.

Section 15. The Commission and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement.

Section 16. The listing of specific rights in this agreement is ~~not~~ intended to be nor shall be restrictive of or a waiver of any of the rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Commission in the past.

Section 17. The Commission agrees not to enter into any agreement with another labor organization during the life of this agreement.

Section 18. Leave of absence to be limited to thirty(30) days unless by written agreement the Commission waives the time limit. Gainful employment during the leave shall be considered the same as a voluntary quit. The matter of leave shall be granted only when it would not seriously interfere with Commission Operations.

Section 19. The Grievance Committee shall have no authority to take strike action or any other action interrupting the Commission business.

Section 20. Second jobs(moonlighting) shall only be tolerated when it does not interfere with overtime or the employee doing his job efficiently. All employees with second jobs must notify their foreman so he can find them in cases of emergency.

ARTICLE V

PAY PERIOD

Section 1. The payroll period will be on a bi-weekly basis and the day of pay will be the first Friday after the end of a pay period. However, should a payday fall on a holiday, or any day designated as a holiday, the day of pay will be on the day previous to the holiday.

Section 2. A regular work week shall be considered five(5) days (Monday through Friday). Saturday work shall be compensated for at straight time rate, for all preplanned routine work. The employee has the right to accept or reject the Foreman's offer of Saturday work, but if he accepts he must appear for work.

ARTICLE VI

WAGES

The following Schedule "A" shows the classification and wage rates of the employees covered by this agreement. Said Schedule "A" further sets forth hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

SCHEDULE "A"

Section 1. A work day will be considered 8-1/2 hours per day from November 1st to May 1st (starting time shall be 7:30 A.M. EST) and 8-1/2 hours per day from May 1st to November 1st (starting time shall be 7:00 A.M. EST); and will be paid for at the regular rates of pay established for each class of employment.

Section 2. Overtime will be paid for at the rate of one and one-half (1-1/2) times the regular rates for hours worked over 8-1/2 hours per day. Also for time worked on Sundays and holidays. Also for all emergency call in work on Saturdays as defined in Definitions Page 4. All men on night duty that are scheduled to work on a Holiday shall be paid at the overtime rate in addition to receiving the scheduled holiday pay for their rate. All men on regularly scheduled night duty shall receive an additional night premium of ten (10¢) cents per hour. This shall only apply to night mechanics. Overtime will be divided as evenly as practical, distribution shall not be subject of a grievance.

Section 3. Cost of Living Adjustments shall be made using the December 30, 1968 release of the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index, based on 1957-1959.

(a) Cost of living adjustments will be made on the basis of changes in the index quarterly on the first pay period following the release of the cost of living index in April, July, October and January during the life of this contract.

(b) For each 0.5% index difference, each hourly employee shall receive and increase or decrease of one cent (1¢) or which ever is applicable for subsequent payroll periods.

(c) In no event will the decline of Labor Statistics Consumer Price index below that of December 30, 1968 release, provide a basis for reduction in the base hourly rates in effect under this agreement.

Section 4. The unusual nature of the operation of the Commission dictates that ALL EMPLOYEES other than those on authorized leave will be expected to work during the winter months or during emergencies when called. If an employee knows that he is not going to be available for overtime or emergency work he shall notify the Superintendent in writing to that effect in advance. Any employee, who without just cause shall refuse to report for emergency duty, shall be subject to such disciplinary action as the Commission may direct. The Commission will pay two(2) hours per day, at the employees regular hourly rate, for each employee requested to standby for the weekend above the normal emergency work as stated. This shall mean those employees asked by the foreman to stand by for pavement blowups and windstorm damage. It shall be at the foreman's discretion to make the selection and those persons selected will be at home. This shall only be in effect from May 1st to October 1st.

Section 5. Men reporting for work at starting time who are prevented from commencing work due to weather, emergencies or other unforeseen conditions, will be paid until sent home and if sent home before one hour has elapsed they shall receive one hours pay for reporting provided that they stay at the garage and are available for work.

Section 6. Temporary transfers of employees not to exceed thirty(30) days to a higher or lower rated job due to lack of manpower on the job to which transferred may be made without change of rates, on permanent transfers the employees shall be paid the "A" rate immediately.

Section 7. Any employee whose work assignment is the County Park or Parks and the duties are the same as now constituted, shall be paid for all time worked at the straight time rate, meaning that time and one-half is waived by these employees at the time of hiring or when an employee bids a job.

Section 8. Where there is a variation in rates paid for the same job classifications, all work being equal, the top rate shall be paid in any one classifications, after notice by the employee, as follows:

Division 1, 2 & 4	1 year
Division 3,6,7 & 8	2 years
Division 5	3 years

CLASSIFICATION OF EMPLOYEES RATES

	A	B	C	D
<u>Truck Drivers</u> Tandem & Semi's Division #1	3.64	3.69		
<u>Yearly Routed Scraper Drivers</u> Division #2	3.69	3.74		
<u>Truck Drivers</u> Assigned to Group Leaders & Light Equipment Operators Mowers, Shoulder Maintainer Small Loaders, etc. Division #3	3.54	3.59	3.64	
<u>Heavy Equipment</u> Graders, Loaders, Dozers Cranes, etc. Division #4	3.74	3.79		
<u>Mechanic-Welder-Bodymen</u> Depending on Skills Division #5	3.64	3.69	3.74	3.79
<u>Group Leaders</u> Depending on Skills Division #6	3.69	3.74	3.79	
<u>Tree Trimmer</u> Division #7	3.59	3.64	3.69	
<u>Laborers</u> Division #8	3.44	3.49	3.54	

NOTE: ANY HOURLY RATE CHANGE WILL BE EFFECTIVE ON THE BEGINNING OF THE PAY PERIOD NEAREST THE EFFECTIVE DATE.

ARTICLE VII

SOCIAL BENEFITS

The current social benefits are;

1. Hospitalization Insurance (Blue Cross-Blue Shield). After retirement, at age sixty-two or later, of an employee of this Commission, having 20 years of continuous employment, or twenty-five (25) years of intermittent accumulated employment the Commission will pay the premium for his personal Hospitalization Insurance and wife and will guarantee payment to the Michigan Hospital Service of the total additional hospital or surgical premium, whether for the benefit of the retiree and/or his dependents. Any Commissioner eligible shall receive the same.

Also any employee who has thirty (30) years of continuous or thirty-five (35) years of intermittent accumulated employment shall be entitled to the same benefits as retirement at age 65, as stated above, provided that satisfactory evidence is presented that he can no longer be gainfully employed due to disablement, however, in the event of recovery the employee will be expected to return to work until retirement at age 65.

2. Accident and Health Insurance (\$35.00 per week for 13 weeks beginning with the fourth day of sickness - Washington National Life Insurance Co.)

3. Social Security

4. Life Insurance (\$2,000 Washington National Life Insurance Co.)

5. Pension Trust - After three (3) years accumulated time an employee will become eligible for the pension and other insurance in connection therewith and must apply for same without further notice from the Commission. The Anniversary date for the Pension Plan is September 1st of each year.

6. Longevity Compensation Plan

Eligibility - the completion of six (6) years of continuous service beginning after September 1st following date of employment, and continuing in subsequent years of service, will entitle each employee to receive annual longevity payment as provided in the schedule. To be eligible for longevity payments subsequent to the first payment an employee must have completed continuous full-time service equal to the

service required for original eligibility plus a minimum of one additional year of service for each payment. An employee rendering seasonal, intermittent or other part time service shall be entitled to payment on the same basis as full time employees when his service is equal to the continuous full time service required to qualify for the respective longevity payments, and shall receive payment in proportion to the time worked in that respective longevity year. No employee shall receive longevity payments who has reached retirement age.

Limitation - No employee shall receive more than the amount scheduled for one annual longevity payment during any twelve month period. An employee on a duty incurred compensable injury, or illness-leave of absence shall receive full annual longevity payments so long as the employee receives at least two-thirds (2/3) of his normal pay, not including sickleave or workmen's compensation and shall only receive a pro-rata amount for the period of time actually worked. At such time as the individual's pay is reduced to Workmen's Compensation or insurance benefits only, he will cease to receive any longevity pay. He will, however, receive credit for the period of leave of absence without pay in calculating his total years of creditable service. Computation of longevity pay shall be based on the amount earned in the period September 1st through August 31st, excluding all overtime. (2210 hours times hourly rate of Sept. 1st.). No longevity payment will be made to anyone who has left the employment of this Commission prior to December 1st of the year in which payment is made, unless leaving is due to retirement at age 65.

Time of Payment - Payments to employees who become eligible on September 1st. of any year shall not be made before December first of that year. The Commission shall at their discretion pay the full amount due in any year or in the event of revenue or other unforeseen loss can pay any percentage of the amount earned which they deem advisable. This longevity plan schedule can be changed, altered, or modified by the Ionia County Road Commission as often as it is deemed necessary or expedient, and in the case of modification, notice shall be given all employees on

or before the first Thursday in June following the last payment.

ARTICLE VIII

HOLIDAYS

Section 1. After six(6) months continuous service, employees who are not scheduled to work on any one of the following holidays, shall be paid 8-1/2 hours at straight time as holiday pay, when the holiday is on a regular working day and providing the employee has worked the day before and the day following the holiday. Days considered holidays for the purpose hereof are as follows:

- | | |
|-------------------|----------------------|
| 1. New Years Day | *5. Picnic (1/2 day) |
| 2. Good Friday | 6. Labor Day |
| 3. Memorial Day | 7. Thanksgiving Day |
| 4. Fourth of July | 8. Christmas Day |

*Picnic Day pay will be 4-1/2 hours at regular rate. Picnic attendance is mandatory to receive 4 hours credit.

Section 2. Whenever one of the designated holidays fall on Saturday, the Commission shall declare the preceeding Friday as the official holiday for the purpose of these rules. If the holiday falls on Sunday, the Commission shall declare the following Monday as the official holiday for the purpose of these rules.

Section 3. In the event a day following or preceeding a holiday, is to be declared a non-working day, a notice shall be posted on the bulletin board forty-eight(48) hours in advance.

Section 4. Holidays falling within the period of annual vacation shall extend the vacation by one day.

Section 5. Work on the above holidays or any day designated as such shall be compensated for at the regular rate and time and one-half(1-1/2).

ARTICLE IX

VACATIONS

Section 1. A regular employee, one who has six(6) months continual employment shall be allowed one(1) day(8-1/2 hrs.) vacation leave for each month worked, after completing his six(6) month qualifying period, and after ten(10) years continuous employment one and one-quarter(1-1/4) days per month will be allowed. The earned vacation shall be taken the following calendar year. A reinstated employee shall, providing he has to his credit six(6) months continuous employment, start to accumulate vacation pay at the rate of one(1) day per month worked, beginning with the first day of reinstatement.

Section 2. Any employee entitled to vacation pay shall make application for time off, on forms provided by the Commission, prior to April first of each year. In case of conflict of dates seniority shall govern. Consideration for date changes will be given for cause. The request for vacation time must be approved by the department head.

Section 3. No application shall be considered for less than three(3) full days vacation, unless approval is given by the Superintendent for unusual circumstances.

Section 4. Vacation credits are made at the end of the calendar year, credit will only be given for the time on payroll.

Section 5. Earned and unused vacation pay will be paid in full to employees who have terminated their employment due to retirement, quit, layoff or discharge. If an employee does not use his vacation in the following calendar year after accrual no payment or carryover will be made.

ARTICLE X

SICKLEAVE

Section 1. Every full time employee, after six(6) months continuous employment, shall be entitled to sickleave with full pay of one(1) regular day(8-1/2 hours) for each completed month of service.

Section 2. Unused sickleave may be accumulated for an amount of one hundred thirty(130) days at the rate of one(1) day (8-1/2 hours) for each completed month of service.

Section 3. An employee may utilize his sickleave allowance for absence as follows:

(1) Necessitated by exposure to contagious diseases in which the health of others was endangered by his presence on duty.

(2) Due to personal injuries or illness caused by factors over which the employee has no reasonable immediate control.

(3.)To report to the Veteran's Administration for medical examination or other purposes relating to eligibility for veterans disability or medical treatment.

(4) Illness, death or injury of employees spouse, child, brother, sister, parent or parent of spouse(limited to three(3) days).

(5) Pall bearer at the funeral of a fellow employee,(limit 1/2 day) will be granted without loss of sickleave.

(6) Sickleave may be utilized by an employee for an appointment with doctor or dentist to the extent of time required to complet such appointment, not less than 1/2 day.

(7) At the time an employee severs his connection with the Commission, fifty percent(50%) of unused sickleave will be paid. Such payments will be made at the current rate of pay for such employee, in eighty-five(85) hour increments. Such payments to be made on regular paydays, and continue until all sickleave due is consumed. In the event of an employees death or retirement(after age 65)

all amounts due for sickleave will be paid at once.

(8) It shall be the employees sole duty to report any sickness or accident when sickleave is requested.

Section 4. No sickleave shall be paid in advance of being earned. If any employee has insufficient sickleave credits to cover a period of absence, no allowance for sickleave shall be posted in advance, or in anticipation of future sickleave credits. In such cases, payroll deductions for the time lost shall be made for the pay period in which the absence occurred.

Section 5. An employee requesting sickleave shall be required to produce suitable evidence in the form of a medical certificate, or other proof of a just claim satisfactory to the Commission, however one day of sickleave per month will be allowed without a doctor's certificate, up to 3 consecutive months. The final test of whether a claim is legitimate shall be based on an employee being unable to perform his regular duties due to sickness or injury.

Section 6. All accumulated and unused sickleave earned, and which has not been paid for, under Article X, Section 3, Paragraph 7, will be credited to an employee recalled to duty from a lay-off or transferred to another department without a break in service. An employee who has been discharged or who quits the employ of the Commission, shall forfeit all rights to the balance in his sickleave account after he has been paid the fifty percent (50%) of the unused balance under Article X, Section 3, Paragraph 7. A reinstated employee shall, providing he has to his credit six(6) months continuous time, start to accumulate sickleave at the regular rate of one day for each month of service, beginning with the first day of his re-employment.

Section 7. An employee, on duty, injured in an accident arising out of, and in the course of his employment with the Commission shall be continued as an employee, accumulating seniority, for a 12 month period. Thereafter no seniority shall accrue and the employee shall be considered as on leave.

Section 8. An employee receiving sickleave pay and who is also entitled to benefits from Workmen's Compensation or Sick & Accident Insurance provided by the Commission shall only receive an amount in total as he would be paid for a normal working day(provided he has complied with Article X of this agreement).

AS AN EXAMPLE: the amount to be paid to an employee in a two week period shall be computed as follows: 10 days times rate per hour times 8-1/2 hours, then ten full days shall be deducted from his sickelave bank(accumulated sickleave days) and the sickleave bank shall be credited by the following formula; dollars paid by insurance company or Workmen's Compensation divided by rate per hour divided by 8-1/2 hours equals days to be added to sickleave bank(using nearest full day). If an employee has no accrued sickleave he shall receive all Sick and Accident Insurance or Workmen's Compensation.

Section 9. Sickleave shall not accrue during leave of absence without pay.

Section 10. Sickleave shall not accrue until after the completion of six(6) months service.

Section 11. Any claim for sickleave must be made within three(3) days from beginning of absence from duty.

Section 12. Sickleave shall not be accumulated after normal retirements(age 65)

Section 13. Sicleave credits will only be given for time actually worked.

(actually worked defined under Vacation,Article IX, Section 4)

Section 14. The Commission shall not be obligated to pay sickleave to an employee injured on a second job(moonlighting.)

ARTICLE XI

SENIORITY

Section 1. All employees, when hired, shall receive a permanent employment number, which they shall keep until they sever their connection with this Commission.

Section 2. The Commission shall post a list of the employees, in order of their seniority, on February 1 and August 1 of each year. This list shall be posted in a conspicuous position at the place of employment.

Section 3. Seniority shall prevail in the layoff and recall of employees, provided that the employees retained or recalled are able to do the work which must be done. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee recalled, provided always that the employees retained or recalled have established seniority and are able to do the work which must be done.

Section 4. Upon transfer to another department, job classifications, garage, etc. an employee shall carry his seniority with him.

Section 5. Seniority shall be broken by discharge, voluntary quit, retirement at age sixty-five(65) or earlier), but not by leave of absence.

Section 6. Employees who are presently in supervisory positions or who hereafter are promoted to positions outside the bargaining unit shall be credited with the length of service to this date or to the time of promotion and shall thereafter accumulate seniority while working in a supervisory position. If a supervisor is hereafter demoted, he shall commence work in a job generally similar to the one he held at the time of promotion in accordance with his accumulated seniority.

ARTICLE XII

MILITARY SERVICE

Section 1. An employee who enlists or is drafted into the U.S. Army, Navy, Marine Corps, Coast Guard, Merchant Marine, Air Force, Wacs, Waves, Spars, Women Marine Corps, or Nurse Corps, shall accumulate seniority while in such service. Any employee that is a member of the National Guard shall be allowed 15 days military leave annually. Upon honorable discharge from such service he shall be restored to his regular or equivalent job at its then current status and at the top rate of the job prevailing at the time of his return, providing he applies for his job within 90 days after discharge or in the case of the Merchant Marine after 40 days from the date of discharge.

Section 2. In the event an employee becomes disabled while in the U.S. Government service mentioned in Section 1 above, and he is physically unfit to perform the work connected with his regular job, the Commission will endeavor to place him in a job he is capable of doing satisfactorily.

Section 3. Accumulation of seniority is not to be construed to mean the continuation of any/or all fringe benefits during the leave of absence for Military Service.

ARTICLE XIII

DISCHARGE OR SUSPENSION

Section 1. An employee may request an investigation as to his discharge or suspension by filing a written grievance within two(2) working days thereafter. Such matters shall be handled promptly and if the discharge is found to be wrong, the employee shall be reinstated and compensated for the period he was out of work in such amount as the parties agree or as ordered by the arbitrator.

Section 2. Consuming alcoholic beverages during working hours, misuse of equipment of the Commission, flagrant violation of Motor Vehicle Laws, jail sentence, unsafe operation of equipment, leaving equipment while refueling, failure to charge out materials, removal of Yield or Stop signs without replacing, excessive absenteeism, are jus causes for dismissal.

Section 3. The foregoing enumeration of causes for discharge is by way of illustration and shall not be deemed to exclude managements right to discharge or suspend employees for any other cause.

Section 4. The nature of the offence, or repetition of an offence shall determine the penalty to be imposed, no warnings given during the probationary period will be charged against an employee, and as a general rule, two(2) rule infractions in any calendar year shall be cause for dismissal. All penalties imposed shall be fair and just, taking into consideration the facts surrounding the infraction and the general attitude of the employee, the decision as to penalties imposed shall be that of the Commission.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that the Public Employment Relations Act prohibits strikes by public employees and that grievances, disputes or complaints arising under and during the term of this agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdowns, walk-outs or any other cessation of or interference with work.

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

Section 2. A grievance is defined, for the purpose of this article, as any expressed difference, dispute or controversy between an employee and the Commission, or the Union and the Commission, with respect to the circumstances and conditions which concern their working relationship with the Commission under the provisions of this Agreement, and an earnest effort will be made to resolve such differences immediately in the following manner.

Step 1. A grievance shall first be taken up with the foreman by the Representatives and/or the aggrieved employee. An oral decision by the foreman must be given within one(1) day.

Step 2. If no satisfactory settlement is obtained in Step (1) the representatives and/or the aggrieved employee shall next take up the grievance with the Manager. In this step the grievance will be presented in writing, if so desired by the Manager, and a written decision shall be given to the representatives and/or the aggrieved employee within three(3) days and a copy thereof shall be filed with the Clerk of the Commission.

Step 3. If no satisfactory settlement is obtained in Step (2) the aggrieved employee and/or his chosen representatives will next take up the grievance with the Road Commission at their next regular session. Again the grievance shall be presented in writing and a written decision shall be given by the Commission to the aggrieved employee and/or his chosen representative within

seven(7) days unless an extension of time is requested by either party.

Step 4. If the grievance is not satisfactorily settled at Step (3), it may be referred to arbitration by written notice from the Union President and the Grievance Committee given within ten(10) days after receipt of answer from the Commission(Step 3). The parties shall meet promptly thereafter and make a "submission agreement" and to select an arbitrator. If they cannot agree on a certain arbitrator the arbitrator shall be selected from a panel of five(5) names submitted by the State Labor Mediation Board. The arbitrator's decision shall be final and binding on the Commission, Union and any employee or employees involved, provided that the power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement as written, and he shall not add to or subtract from any of such express terms. The fee and expenses of the arbitrator shall be divided equally by the Commission and the Union. Matters not initiated or appealed within the times provided herein shall not be considered.

Section 3. Employees, or their chosen representatives, in following the foregoing Grievance Procedure, shall be permitted to participate in conferences with the Foreman, Manager or the Commission during regular working hours without the time involved being deducted from their regular hourly wage; provided however, there is no serious interference with the necessary business of the Commission and provided also, that the excessive use of the privilege by the employees shall be avoided. Whenever employees are required to make use of this privilege the matter of absence from duty shall be arranged for by the employee with his foreman. When a dispute goes to arbitration the grievants will not be paid for time spent at arbitration hearings.

Section 4. Any grievance of the Commission shall be instituted by the Manager, reduced to writing and served upon the Grievance Committee. If the Manager and the Committee cannot settle the grievance within fifteen(15) working days, or such further time as may be agreed upon in writing, the grievance shall, if requested by the Commission be submitted for arbitration as stated above.

Section 5. The Union may refuse to process, may abandon or may settle grievances, irrespective of the grievants attitude. They may also exclude the grievant from being present at any or all steps in the grievance procedure, however, an aggrieved employee may if he chooses present his grievance to the Commission for discussion and adjustment without intervention of a Union Representative, providing that the adjustment is consistent with terms of the contract, and the Union has been given the opportunity to be present at the adjustment.

Section 6. The arbitrator shall not grant relief extending beyond the termination date of the contract, mediate the dispute, modify penalties or change wage rates now in effect. He shall presume that the Commission has all rights they had in common law except those clearly bargained away in the contract, reduce his award to writing stating reasons and to restrict himself to hearing facts and deciding the issue on its merits.

ARTICLE XV

SAFETY

Section 1. It shall be the duty of all equipment operators, whenever involved in an accident to report the accident to the office at once and to his immediate superior.

Section 2. Every employee injured, in any way, while on duty must report the accident to the office as soon as possible.

Section 3. It shall be the duty of all truck drivers, when it is necessary or required to have a man in the truck body for purposes of sanding or claying to provide corner boards for the safety of the men in the body of the truck.

Section 4. No man shall be required to ride on the rear of a truck body when sanding or claying unless the truck is equipped with corner boards.

Section 5. No employee shall stand up in the box or bed of a truck when the truck is in motion.

Section 6. An employee who neglects his own safety or that of other employees in any operation being performed will not be tolerated and shall be just cause for dismissal.

Section 7. All employees should be watching for any unsafe practice or dangerous condition and it should be reported immediately to the Manager, Foreman or any member of the Safety Committee.

Section 8. The Union shall designate 3 employees to act on a Safety Committee with the Maintenance Supervisor and his Assistant, the Shop foreman and the Manager or his representative.

Section 9. Fire extinguishers will be provided for all motorized equipment along with first aid kits. It shall be the duty of all equipment operators to see that the extinguishers and first aid kits are in place and in usable condition.

Section 10. All employees shall wear all safety equipment, provided by the Commission, at all times.

ARTICLE XVI

WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. That all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after free exercise of such rights and opportunities. Therefore, the Commission and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall become effective on September 1, 1972 and shall remain in full force and effect without change, addition or amendment(except as provided herein) until September 1, 1975 inclusive and shall automatically renew itself from year to year thereafter, provided however, that either party hereto may reopen the Agreement for changes or amendments or may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty(60) days prior to September 1, 1975, which is the expiration date of this agreement. However, it is further provided that ten(10) days or more prior to the annual anniversary date of September 1st. of this Agreement by written notice to either party that it is their desire to discuss the matter of wages. The parties hereto shall arrange to meet on or before September 1st following notice, to resolve the question of wages through collective bargaining.

IN WITNESS WHEREOF, the Union and the Commission have caused this Agreement to be executed in their names by their duly authorized representatives at Ionia, Michigan this 10th day of August 1972.

For: IONIA COUNTY ROAD COMMISSION

Harry C. Johnson
Chairman Harry C. Johnson

Sam J. Detmers
Member Sam J. Detmers

Stephen S. Rice
Member Stephen S. Rice

Thomas E. Dee
Witness Thomas E. Dee

For: IONIA COUNTY ROAD COMMISSION
EMPLOYEES ORGANIZATION

James K. Rowley
President Jame K. Rowley

William B. Morey
Bargaining Committee William B. Morey

Joseph A. Dinehart
Bargaining Committee Joseph A. Dinehart

Wayne K. Cole
Bargaining Committee Wayne K. Cole

Wayne Winslow
Witness Wayne Winslow

The foregoing contract was approved by the members of the Ionia County Road Commission Employees Organization on August 4, 1972.
The vote being 47 yes and 6 no. for ratification.

William B. Morey
TELLER William B. Morey

Joseph A. Dinehart
TELLER Joseph A. Dinehart

Wayne K. Cole
TELLER Wayne K. Cole