

12/31/74

# AGREEMENT

Between

**Jackson County  
Road Commission**

and the

**International Union  
of District 50  
Allied and Technical  
Workers of the  
United States and  
Canada**

*Jackson County Road Commission*

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
LOCAL No. 14983  
Michigan State University

JANUARY 1, 1972

Bl. of Jackson County  
Road Commissioners

1314 North West Ave.

Jackson, Mich.

49202

**SUPPLEMENTARY AGREEMENT  
JACKSON COUNTY ROAD COMMISSION  
and  
INTERNATIONAL UNION OF DISTRICT  
50, ALLIED & TECHNICAL WORKERS  
OF THE UNITED STATES & CANADA,  
LOCAL UNION No. 14983 Thereof,**

Re: Approval of Increases by Federal Pay  
Board

On February 21, 1972, the parties executed an Agreement providing for certain increases which they believe will require approval by the Federal Pay Board. Accordingly, the parties agree:

1. That both parties will join in seeking approval from the Pay Board of the increases provided by said Agreement to the extent that they exceed limits established by said Board as being pre-approved.
2. That no increases will be placed into effect by the Employer until receipt of such Approval and then only to the extent approved.
3. That, upon receipt of such Approval, permissible increases will be paid, in one sum, retroactively to January 1, 1972, unless otherwise provided for in said Agreement.

In Witness Whereof, the parties hereto have caused Agreement to be signed by

their duly authorized representatives this  
21st day of February, 1972.

Jackson County Road Commission

Harley Gillette, Chairman  
R. D. Ewing, Secretary

International Union of District 50, Allied &  
Technical Workers of the United States &  
Canada.

Elwood Moffett,  
International President

Martin L. Brennan  
International Vice-President

Thomas V. Badowd,  
International Secretary-Treasurer

Andrew J. Boonie,  
Director, Regional 36

H. Lee Martin,  
International Representative

Local Union No. 14983  
Edward Stimer, President

Commiteemen:  
Curt Keppler  
George Vogt  
Joseph M. Metcalf  
Wayne L. Garrison

## CONTRACT PROPOSALS

### AGREEMENT

THIS AGREEMENT, entered into this 21st day of February, 1972, by and between the JACKSON COUNTY ROAD COMMISSION in the State of Michigan (hereinafter referred to as the Employer) and the INTERNATIONAL UNION OF DISTRICT 50, ALLIED AND TECHNICAL WORKERS OF THE UNITED STATES & CANADA, on behalf of LOCAL UNION No. 14983 (hereinafter referred to as the Union).

#### WITNESSETH:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in promulgating and rendering a proper service to the community. Accordingly, it is the intent of the parties hereto to set forth herein their agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the employer, the Union, and the employees covered by this agreement; to provide procedures for equitable adjustment of grievances; to prevent lockouts, interruptions of work, work stoppages, strikes or other interferences with the work of the employer during the life of this agreement;

and to promote friendly and harmonious relations between the respective representatives at all levels and among all employees.

## **ARTICLE I**

### **RECOGNITION**

The employer recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of collective bargaining in regard to wages, hours, and other terms and conditions of employment for all employees performing work within any of the Classifications set forth in Appendix "A," referred to in Article VII Wages, and falling within the following Bargaining Unit:

All highway building and maintenance employees including all garage employees, but excluding elected/or appointed officers, office employees, supervisors, and executive employees.

## **ARTICLE II**

### **UNION SECURITY**

It shall be a condition of employment that all employees of the employer covered by this agreement who are members of the Union in good standing on the effective or execution date of the agreement, whichever is the later, shall either remain mem-

bers in good standing or shall pay to the Union the regular Initiation Fee, lawful assessments, and an amount equal to the regular monthly dues paid by members of Local Union No. 14983. It shall be a condition of employment that all employees covered by this agreement and those employees hired on or after its effective or execution date, whichever is the later, shall on the sixtieth day following the beginning of such employment become and remain members in good standing or begin the payment of amounts equal to the foregoing Initiation Fees and said regular monthly dues.

Employees not otherwise exempt, who fail to comply with this paragraph shall, if such failure is not corrected within ten (10) days after written notice to the employer by the Union, be discharged by the employer.

### **ARTICLE III**

#### **CHECKOFF**

Section 1. The employer will deduct from the pay of each employee covered by this agreement all current dues, initiation fees, and reinstatement fees, assessments, or equivalent amounts, provided that at the time of such deductions there is in the possession of the employer a written assignment executed by the employee indicating the amount to be deducted by the Employer.

Section 2. Said deductions shall be forwarded monthly to the International Union of District 50, Allied and Technical Workers of the United States and Canada, 4880 MacArthur Blvd. Northwest, Washington, D.C. 20007. A check off list shall accompany the deductions setting forth the name of the employee and the amount of dues, and initiations fees, or equivalent amounts remitted as to each. A copy of said deduction list shall be forwarded to the Regional Office, 1016 Francis Palms Building, 2111 Woodward Avenue, Detroit, Michigan 48201. The Financial Secretary of Local Union No. 14983, and a copy for the files of the Employer.

Section 3. The Union agrees to indemnify and save the Employer harmless against any or all claims, suits or other forms of liability arising out of the deduction of money for Union initiation fees or dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted, once they have been turned over to the Union's National Office at the address on file with the Employer.

The authorization for checkoff shall read as follows:

### **CHECK-OFF AUTHORIZATION**

My employer is hereby authorized to deduct from my wages and turn over to the officers or representatives, as designated in



the applicable agreement, all such monies representing initiation fees, membership dues and assessments in such amount as designated to my employer by the above union, and this authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, until I give written notice to the Company and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.

Signature

---

Clock No.

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Address

---

Employed By

---

Social Security No.

---

Date

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#### **ARTICLE IV MANAGEMENT**

The employer shall remain vested with all management functions, including the full

and exclusive control, direction and supervision of operations and the working forces, the right to change jobs or establish new jobs as required by the installation of new machinery, equipment, or a change in operating procedures, and the right to make and enforce reasonable work rules and regulations, subject to the other provisions herein contained. It is mutually agreed that an individual employee's refusal or neglect to observe the general regulations and safety rules shall not be considered a material breach of this contract.

## **ARTICLE V**

### **PENSIONS**

Employees of the Commission come under the Jackson County Employees Retirement System. The employer will continue during the life of this contract to deduct the employee's contribution to said Pension Fund.

## **ARTICLE VI**

### **BULLETIN BOARDS**

The employer will provide bulletin boards for each department and/or garage for the exclusive use of the Union.

## **ARTICLE VII**

### **WAGES**

Section 1. Rates of Pay: A Wage Schedule, Appendix "A" setting forth the rates

of pay of the various classifications is attached hereto and made a part of this Agreement.

Section 2. New Classifications: In the event the Employer installs machinery or equipment, or creates a job, different from those set forth in the schedule attached hereto, the Employer agrees to meet with the Union in order to classify and set rates to be paid in connection with said new machinery and equipment or new jobs.

Section 3. Call-In Pay: When an employee is called in to work at any time other than his regularly designated or scheduled shift, and not continuous therewith, he shall be given not less than 2 hours work at  $1\frac{1}{2}$  times his regular rate, or if such work does not extend for 2 hours, he shall remain at his work station until the end of the 2 hour period unless released by his supervisor and shall nevertheless be paid for 2 hours work at  $1\frac{1}{2}$  times his regular rate. If the work on such call-in exceeds two hours, then subsequent hours shall be paid at regular time rates for the next eight and one-half working hours after which the overtime provisions of Article VIII shall apply. However, if the employee called in is scheduled to report for his regular shift less than two hours following the call-in reporting time, he shall be paid overtime from his actual starting time until the beginning time of his regular shift and at his regular time rate thereafter.

Section 4. Reporting Pay: An employee who reports for work at his regular starting time and who has not been given at least twelve (12) hours previous notice not to report, shall receive a minimum of four (4) hours straight-time pay.

Section 5. Temporary Assignments: The Employer has the right to assign a man to work temporarily in a classification other than his regular classification. If he continues, for more than twenty consecutive working days, to work in a classification carrying a rate higher than his regular classification, he shall receive thereafter the wage rate for that classification for the time so worked. In no event shall an employee so assigned be removed from such higher rated classification for the sole purpose of avoiding a rate change at the end of said period. An employee temporarily assigned to a classification with a wage rate lower than his regular classification shall continue to receive the rate of his regular classification until he is reassigned to it, unless his position in the higher rated classification no longer exists, in which case his assignment is no longer temporary and he will receive the rate of the lower classification.

Section 6. Work Performed by Supervisors: No supervisory or other employee or employees of the employer excluded from the terms of this Agreement shall perform

the work any employee or employees covered by this Agreement, except for the purpose of instruction, or in case of emergency; however, no supervisor shall replace an hourly-rated employee on a steady basis. Work performed by Supervisors under the emergency provisions of this Section shall be limited to performance of work necessary to temporarily correct the emergency condition.

Section 7. Injured Employees: Any Employee who received an injury on the job shall be paid for the remainder of the work day in which he received the injury as though he had worked his entire regular shift.

An employee shall receive sick leave benefits at his regular rate per hour for all lost working days, due to occupational injury or disease, until his total accumulated sick leave is depleted, subject to the stipulations governing sick leave with pay—Article XVI, Section 5.

## **ARTICLE VIII**

### **HOURS OF WORK AND OVERTIME**

Section 1. Work Day: The work day shall be a twenty-four hour period starting at midnight and the regular shift shall consist of eight and one-half consecutive hours during said period, except for a thirty (30) minute lunch period from 12:00 noon to

12:30 P.M. The shift, from April 1st to September 30th, shall be from 7:00 A.M. to 4:00 P.M. Eastern Standard Time. Starting October 1st through the month of March, the shift shall be from 8:00 A.M. to 5:00 P.M., Eastern Standard Time.

Section 2. Work Week: The work week shall be a seven day period beginning and ending at midnight on Sunday, during which the regular schedule shall be five (5) consecutive work days (forty-two and one-half hours), Monday through Friday.

Section 3. Overtime: (a) Employees shall be paid at 1½ times their regular rate for all hours worked in excess of 8½ hours per day, or 42½ hours per week, and on Sundays and Holidays.

(b) Hours paid for but not worked while on sick leave and vacation shall be counted as "hours worked" for the purpose of computing weekly overtime. Holiday time will be considered as "hours worked" for the purpose of computing weekly overtime.

(c) Whenever reasonably possible the employees regularly assigned to a job shall be asked to work when overtime is necessary.

(d) Due to the nature of work administered by the employer, and bearing in mind the importance of the work to the health and welfare of the public, it is understood that the ability and willingness of any

employee to work at any time within reason is a material part of employment. Continued or frequent failure to observe this requirement shall be cause for disciplinary action and/or discharge.

(e) When work is available no employee shall be sent home or laid off in order to avoid payment of overtime.

Section 4. Wash-up Time: All employees shall be allowed ten (10) minutes, with pay, to wash up. Said wash-up period shall be taken just prior to the end of each employee's work day.

Section 5. Coffee Break: There shall be two (2) ten (10) minute coffee breaks each day worked, one at 9:30 A.M. and one at 2:30 P.M.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

Section 1. Should differences arise between the Commission and the Union as to the meaning and application of this Agreement, or should differences arise about matters not specifically mentioned in the Agreement but connected therewith, or should any local dispute of any kind arise, an earnest effort shall be made to settle such differences promptly by the following methods of procedure: First, Between the aggrieved employee and his supervisor. The

employee's steward may accompany the aggrieved employee;

Second, Between members of the Grievance Committee consisting of five members designated by the Union, and the County Highway Engineer, or his designated assistant;

Third, Between the representatives of the International Union, Grievance Committee, and the representatives of the Employer, and:

Fourth, In the event the grievance is not settled in the third step, then either party may petition the Michigan Employment Relations Commission to assign a mediator to assist the parties in reaching a settlement of the dispute

Section 2. All grievances must be submitted at the first step within ten working days of their occurrence in order to be valid, and if a grievance is not taken from one step to the next within five working days after receipt of decision at any level, it shall be considered as settled in accordance with the last decision and not subject to further appeal.

## **ARTICLE X**

### **ARBITRATION**

Section 1. In the event that any grievance or dispute growing out of the inter-



pretation or application of this Agreement is not settled through the procedures of the preceding Article, the Union may, within thirty (30) days from the conclusion of the last step in said Article, request the appointment of an Arbitrator by the American Arbitration Association in accordance with Its Voluntary Labor Arbitration Rules then existing.

Section 2. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Road Commission and to the American Arbitration Association, and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 4. After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and Award, in accordance with said rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said Award shall be subject to any state or

federal law or regulation applicable thereto.

Section 5. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them. Either party shall have the right to secure and enforce subpoenas for such witnesses as are necessary to the full presentation of its case.

Section 6. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classification or wage rate, to rule on any claim for money or benefits arising under a Retirement claim or dispute, or to rule on any matter covered by any State or Federal Statute, or to assess damages or penalties against either party. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitrable hereunder.

Section 7. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior to the

date the grievance was submitted in writing.

Section 8. In consideration of the foregoing provisions of this Article, the Union agrees that there shall be no suspension of work, or other interference with the operation of the Employer during the term of this Agreement with respect to, or based upon, any dispute which is subject to arbitration under this Article, it being agreed that this Article provides the exclusive method of determining all such disputes, if no settlement thereof is reached under the Grievance Procedure herein; the Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this section, or oppose their discipline or discharge for doing so. The Employer likewise agrees that, with respect to any dispute which is subject to arbitration under this Article, it will not institute any lockout of employees providing the provisions of Articles IX and X are followed, nor with respect to any other dispute until exhaustion of the procedures prescribed by Article IX, hereof.

## **ARTICLE XI**

### **SAFETY**

The Union will cooperate with the Employer in encouraging employees to observe all safety regulations prescribed by the

Employer and to work in a safe manner. To that end, a Safety Committee shall be established to be composed of five (5) members of the Local Union No. 14983. The members of the Safety Committee shall be selected by the Local Union, who shall also have authority to change its personnel. This Committee shall have the right to inspect equipment used in the operation, or project, for the purpose of observing its safe or unsafe condition when such questions are brought to the attention of the Safety Committee. If the committee believes conditions found are dangerous to life or limb, it shall report its finding to management for attention and correction at once. The minutes of such safety meetings shall be posted on the bulletin boards and a copy given to the Local Union in order to keep everyone safety conscious.

## **ARTICLE XII**

### **HOSPITALIZATION, LIFE INSURANCE, SICK AND ACCIDENT INSURANCE**

Section 1. The Employer will provide, and pay the full premium, for Group Hospitalization for all regular full-time employees after ninety (90) days service, and the spouse, and children under 18 years of age, of such employees.

(a) Such coverage will be provided under the provisions of the Michigan Blue Cross-Blue Shield MVF-1 and Medical

Benefit Plans with semi-private accommodations.

(b) Participation in this plan requires properly signed application forms by each employee, and effective date of coverage will be in accordance with Blue Cross-Blue Shield provisions.

Section 2. The Employer will provide and pay the full premium for group coverages for all regular full-time employees after (90) days service as follows:

(a) Group Term Life Insurance \$3,000.00

(b) Accidental Death &  
Dismemberment \$3,000.00

(c) Temporary Disability Income \$70.00  
per week for 26 weeks.

Section 3. The coverage provided under Section 2 above will be in accordance with the terms of the present Aetna Life Insurance Company Group Policy No. 16870 or its equivalent. Participation under such policy required properly signed application forms by each employee and effective dates of coverage will be in accordance with the terms of such policy.

Section 4. Copies of the insurance programs referred to in this Article will be attached to the original signed copies of this agreement.

## ARTICLE XIII

### HOLIDAYS

Section 1. Hourly rated employees will be paid their regular rates for each of the following holidays by turning in a time card indicating the holidays, providing they work on their regular scheduled work day preceeding, and following the holiday, or have received approval 10 days in advance for a vacation day preceding and/or following the holiday.

Section 2. An employee shall be entitled to holiday pay while absent from his job because of injury or sickness or family death, any one of which occurs (within 5 working days) prior to the holiday. In such case, he may be required to submit a doctor's affidavit stating that he is not able to work.

Section 3. If any employee works on the holiday the employee shall be paid holiday pay plus 1½ times his regular rate for all hours worked up to 8½ hours, and double his regular rate for all hours worked over 8½ hours on any of the following holidays:

Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Day before Christmas  
Christmas Day

December 31  
New Years Day  
Good Friday

Section 4. A watchman, night or day, shall receive holiday pay plus time and one-half for all hours worked on a holiday.

Section 5. When a paid holiday occurs during a vacation which has been requested in writing 10 days in advance, an employee will be paid for 8½ hours straight time for such holiday, which shall not be charged as vacation pay. He shall turn in the appropriate number of vacation cards and one holiday card.

Section 6. Holidays falling on Sunday will be observed on the following Monday. Holidays falling on Saturday will be observed the previous Friday.

## **ARTICLE XIV**

### **VACATIONS**

Vacation time may be accumulated as follows:

During the first year of employment, one half (½) day per month; in the second through tenth year of employment one (1) day per month; in the eleventh through the twentieth year of employment fifteen (15) days per year; in the twenty-first year of employment and thereafter one (1) day per year for each year of continuous seniority.

- (a) Vacation leave will be paid at the regular rate of pay.
- (b) No vacation time may be accumulated to a maximum of more than twenty (20) days, or equal to one year's vacation time whichever is greater.
- (c) At least 10 days of the vacation shall be taken in not less than two 5 consecutive day increments.
- (d) Vacation leave requests shall be made at least ten days prior to the time the vacation is to start.
- (e) Vacation leave requests shall be in writing and approved by the employees' immediate supervisor.
- (f) No vacation time will be earned while an employee is on a leave of absence without pay.

## **ARTICLE XV**

### **SENIORITY**

#### Section 1. Definitions.

(a) Seniority shall be defined as the length of continuous employment without interruption or break in service. Seniority shall not be lost due to absence caused by required military service or temporary lay-off, and shall continue, in such cases, as if the employee was working.



(b) Section or Department, as used in this contract shall indicate one of the five major maintenance sections or departments of the Road Commission as follows:

- (1) Any one of the three County Road Maintenance Sections.
- (2) The State Highway Maintenance Department.
- (3) The Headquarters Garage situated in Jackson.

## Section 2. New Employees.

The Employer will notify the Union as to the names of all persons who are hired in the bargaining unit as regular permanent employees within the probationary period of such persons.

## Section 3. Probationary Period

Employees hired in as regular employees will be considered temporary employees for the first sixty (60) days of their employment, after which they shall be considered regular employees and their seniority will date back to their starting date.

Section 4. The employer will recognize seniority rights of its employees regarding service, capability, etc. in their respective departments. This right shall be considered in determining order of lay-off, order of names on the recall list, and filling of job vacancies, in accordance with the provisions of Section 6 (b) below.

## Section 5. Loss of Seniority

An employee shall lose his seniority and his employment terminated if:

- (a) He quits.
- (b) He is discharged for just cause.
- (c) He is not recalled within two (2) years after lay-off.
- (d) He is absent from work for three (3) consecutive days without authorization and/or justification.
- (e) He is absent without authorization and/or justification on two (2) occasions within one contract year.
- (f) He is absent from work due to illness or injury for a continuous period of two (2) years. Note: Such employee will not qualify for payment or accrual of any fringe benefit after the first year of such absence.

## Section 6. Lay-off.

(a) A regular employee may be laid off by the employer when a reduction in working force is necessary. No regular employee, however, shall be laid off while temporary, seasonal or probationary employees are working, provided the regular employee is willing to assume the duties being performed by such employees.

(b) Special skills and abilities to perform the work available will be given first

consideration in determining employees to be laid-off or recalled. Where the abilities of two or more employees to perform such work are substantially equal, seniority shall prevail. Seniority shall extend County-wide, but shall first be applied on a district basis. The Bargaining Committee of Local No. 14983 will head the seniority list in case of lay-off.

#### Section 7. Re-Employment after Lay-off:

Each employee on lay-off shall be notified by the employer of the first opportunity for re-employment, such notice of recall to be given in writing, by registered or certified mail, return receipt requested, to such employee's last known address filed with the employer. Any employee who fails to accept an offer for re-employment within ten (10) days after receipt of notice by registered mail, shall thereupon forfeit his seniority rights with respect to employment.

#### Section 8. Job Posting

(a) Job vacancies and newly created jobs shall be posted County-wide; however, the employee in the section or department in which there is a vacancy shall have preference before crossing sectional or departmental lines. The prior experience of applicants shall be taken into account in determining whether they are qualified to bid or to be awarded the job and the posting shall include a statement of the job requirements. Such posting shall be done at least 5 days prior to filling the job.

(b) Vacancies will be posted within 24 hours after it becomes known to the employer that a vacancy exists or will exist upon a given date.

(c) Senior employees on vacation, sick and/or injury leave and lay-off shall have the right to bid on a job vacancy that occurred during their absence. The job posting will remain on all bulletin boards for 5 days following the return to work of the senior employees.

(d) When senior employees are absent at the time that a vacancy is posted, the vacancy will be filled on a temporary basis, by the senior competent employee who bids on the job vacancy during the first 5 days tha the job is posted.

(e) The Local Union shall be given copies of all job notices at the time of posting.

(f) Any employee who feels his rights have been violated may resort to the grievance procedures.

#### Section 9. Seniority Lists:

The employer shall post on the bulletin board an up to date seniority list, in chronological order of seniority including employee's address, not later than ten (10) days following the end of each six (6) month period. A copy of the seniority list shall be given to the Local Union and two (2) copies shall be mailed to the Union's

Regional Office, 1016 Francis Palms Building, 2111 Woodward Avenue, Detroit, Michigan 48201.

Section 10. Physical Ability:

If an employee is physically unable to perform his regular job assignment due to health or other physical reasons and, at the same time, physically able to satisfactorily perform other job assignments within the bargaining unit, the employer will endeavor to assign the employee to another job assignment in line with his seniority and ability, if such position is available.

## **ARTICLE XVI**

### **GENERAL**

Section 1. Jury Duty: The employer will pay to an employee performing jury duty requiring absence from the regularly scheduled work, the difference between the employee's regular rate of pay during such absence and amount received by the employee for such jury service.

Section 2. Funeral Leave: An employee having a death in his immediate family shall be given three (3) scheduled work days off with pay at his regular straight-time hourly rate for the purpose of and contingent upon attending the funeral. The day of the funeral may be considered one of the days for which an employee shall receive payment. Time paid for while on

funeral leave shall count as time worked for purposes of computing weekly overtime. The "immediate family" as used herein shall mean and include spouse, children, parents, brother, sister and parents-in-law, son-in-law, daughter-in-law, and grandparents of the employee and/or any other regular member of the employee's household. A one day funeral leave will be granted an employee to attend the funeral of a brother-in-law or sister-in-law. A 2 hour funeral leave will be granted to any employee attending a fellow employee's funeral.

### Section 3. Separability and Savings Clause:

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

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

Section 4. Mutual Protection: In further consideration of the mutual promises contained herein the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative action against the

other until the dispute, claim grievance, or complaint shall have been brought to the attention of party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

#### Section 5. Sick Leave with pay:

(a) Sick leave may be earned at the rate of one-half day per month after 60 days of employment, and may be accumulated to a maximum of 60 days. An employee shall receive pay for all unused accumulated sick leave at the rate of one-half of his then current wage rate upon retirement.

(b) An employee shall notify his superintendent, at least  $\frac{1}{2}$  hour before starting time if he is not going to report for work that day; and if he is going to be absent for more than one day, he shall notify his superintendent accordingly. If he fails to notify his superintendent as stated he shall not be eligible for sick pay.

Section 6. Work Clothing: On jobs where, in the opinion of the Superintendent, protective equipment, by way of boots, gloves, goggles, hard hats, etc. is necessary, the same will be provided by the Commission. Any employee detected not wearing safety equipment when working on a job for which safety equipment has been provided shall,

for the first offense, be given a warning, for the second offense he shall be given a one day lay-off; and for further violation he will be given additional lay-offs at the discretion of the Commission. The Commission shall, to the best of their knowledge and ability, make sure that all safety equipment is in good working order at all times.

Section 7. Transportation allowance: In the event that, in the discretion of the Commission, it is best that an employee transport himself in his own vehicle from his base garage to job location, he shall be compensated therefore, at the rate of \$2.50 per day for transportation in one section; \$2.75 per day for transportation in two sections; and \$3.25 per day for transportation in three sections, for such self-transportation.

Section 8. Military Service:

(a) The employer agrees to comply with the provisions of the Selective Service Act, as amended, and employees shall be entitled to reinstatement by making application in accordance with the applicable provisions of said Act.

(b) An employee who enlists or is inducted into the Army, Navy, Air Force, Marine Corps, Coast Guard or Merchant Marine Service shall receive pay, before departing for such service, for any and all accumulated vacation, and holidays for which the employee has not been compensated.



## **ARTICLE XVII**

### **DURATION**

Section 1. This Agreement, except as specified elsewhere, shall become effective at 12:01 a.m., January 1, 1972, and shall continue in full force and effect through December 31, 1974, and shall continue in full force and effect from year to year thereafter unless either party notifies the other of its desire to terminate the same or modify its terms at its expiration date or any anniversary thereafter. The party giving such notice must notify the other party, in writing, not less than sixty (60) days prior to the initial expiration date hereof or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party serve such notice upon the other, a joint conference between the employer and the Union shall take place not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

Section 2. Notwithstanding the provisions of Section 1 above, if no agreement has been reached between the parties by the expiration or anniversary date, this agreement shall continue in force and effect indefinitely upon a day-to-day basis. Either party may terminate such extension by serving written notice upon the other of its intention to terminate the same. Such Notice shall take effect not less than ten (10)

days after service of same on the other party and not sooner than ten (10) days after said expiration or anniversary date.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this 21st day of February, 1972.

JACKSON COUNTY ROAD COMMISSION

Harley Gillette, Chairman  
R. D. Ewing, Secretary

INTERNATIONAL UNION OF DISTRICT  
50, ALLIED & TECHINCAL WORKERS OF  
THE UNITED STATES & CANADA

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## APPENDIX A

### CLASSIFICATION OF EMPLOYEES

All employees covered by this agreement shall be classified by the employer in accordance with the following schedule. Due consideration shall be given to (1) recommendations of the employee's immediate supervisor; the employees (2) experience, (3) background, (4) skills, (5) work habits, (6) attitude, (7) seniority and (8) such other considerations as the case may merit.

In addition to the main classification there shall be two sub classifications under each main classification.

1. Subs (A) classifications will be used when additional responsibility is continually placed on an employee as a group leader or lead man in a specialized crew. Wage rates in each case will be the employees' regular rate plus \$.10 (ten cents) per hour.

2. Sub (B) classification will be used when in the employer's opinion an employee has proven himself to be an exceptional worker in his classification, and merits additional compensation because of his skill, work habits, dependability and adaptability to work assignments. Wage rates in each case will be the employee's regular rate plus \$.10 (ten cents) per hour. It may be possible for an employee classified in a Sub A classification to obtain a merit (Sub B) classification, in which case he shall receive

the wage rate for the Sub A classification plus \$.10 (ten cents) per hour.

The Union Committee shall be notified of such promotion.

## **CLASSIFICATIONS**

### **Highway Worker II**

Light equipment operators and laborers.

Light equipment shall include tractor mounted mowers and loaders of less than one cu. yd. capacity; patch rollers, power brooms, pick-ups, chain saws, hand operated small vibrating compactors, air compressors and related equipment and other small mechanized tools commonly used in maintenance, repair and construction of highways, and shall include motorized equipment and trucks of less than 20,000 lbs. G.V.W.

Laborers shall include common labor, flagmen, unskilled and semi-skilled workmen, janitors, night watchmen and rest area maintenance men.

### **Highway Worker III**

Medium heavy equipment operators, assistants on heavy or special equipment and special labor.

Medium heavy equipment shall include all trucks of 20,000 lbs. G.V.W. and more (except semi-trucks) and tractor mounted backhoes.

Assistants on heavy or special equipment shall include screed man on bituminous paver, assistant on the chip spreader, assistant catch basin cleaner operator and assistant stump chipper operator.

Special labor shall include assistant sign shop personnel, assistant stock clerks and equipment maintenance personnel.

#### Highway Worker IV

Heavy equipment operators (Seasonal), special equipment operators and certain other medium-heavy equipment operators.

Heavy equipment (seasonal) shall include the asphalt paver, distributor, chip spreaders and rollers.

Special equipment shall include catch basin cleaners, street sweepers, stump chipper and fuel trucks. Sign truck man and Chief of Sign Shop.

Medium heavy equipment shall include semi-trucks, front end loaders, yardman and other related equipment.

#### Highway Worker V

Heavy equipment operators and labor foremen.

Heavy equipment shall include motor graders, bulldozers, cranes, earth movers, gradalls, and excavators. Labor foremen are those individuals whose principal responsibility is to oversee and direct a crew.

(Working Foreman).  
Highway Worker VI

Mechanics—welders

The above classifications shall provide for three steps in grade. The first step is minimum in grade and shall be paid to any new employee hired into a classification, and any regular employee transferred from another classification.

After six (6) months at the first step, providing the employee has proven himself qualified, he will be advanced to the second step. If the employee has not proven himself qualified at the end of the first six (6) month period, he shall be placed in a position for which he is qualified, if such a position is open, and reclassified accordingly. Except that at the request of the employee, the employer may grant an additional six (6) month period at the first step to allow the employee additional time to prove himself. If at the end of the second six (6) month period the employee still is not qualified, he shall be replaced as above. Should an employee feel he has been unjustly denied advancement under the provisions of this paragraph, such complaint shall be handled as provided in Article IX—Grievance Procedures and Article X—Arbitration. In any event, the burden of proving qualification is on the employee and the Union.

After six months at the second step an employee will be advanced to the high rate

in classification.

The above periods are intended to be maximum. The employer will reduce the length of time and waive either or both of the lower two grades if an employee has already proven his qualifications; and the burden of proving same shall be upon the employee and the Union. Should an employee feel he has been unjustly denied advancement under the provisions of this paragraph, such complaint shall be handled as provided in Article IX—Grievance Procedure and Article X—Arbitration.

### **WAGE RATES**

	1st 6 mo.	2nd 6 mo.	After 1 yr.
Highway Worker II	3.82	3.92	4.02
Highway Worker III	3.87	3.97	4.07
Highway Worker IV	4.04	4.14	4.24
Highway Worker V	4.09	4.19	4.29
Highway Worker VI	4.20	4.30	4.40

These hourly rates shall be increased by twelve (\$.12) per hour to be received commencing in the first pay period in each of the years 1973 and 1974.

### **CLOTHING ALLOWANCE**

Hourly employees working in the following classifications shall be paid an additional ten (\$.10) cents per hour, during the operating season as a clothing allowance:

1. Blacktop foreman
2. Blacktop paver operator
3. Blacktop screed operator
4. Blacktop and seal coat roller operators
5. Asphalt distributor drivers
6. Asphalt distributor helpers
7. Power Broom operators
8. Catch basin cleaner operator
9. Assistant catch basin cleaner operator
10. Employees working with either paint or liquid asphaltic materials, except those in Highway Worker Class VI, who are working for the entire day either patching with liquid asphalt and chips or painting by brush or spray gun on any job will be eligible to receive this clothing allowance.

### **COST OF LIVING**

Effective immediately at the date of this agreement, a cost of living factor adjustment shall be made in accordance with the following provisions:

1. The U. S. Department of Labor, Bureau of Labor Statistics "Consumer Price Index U.S. Cities averages for urban wage earners and clerical workers, all items (1967=100 base)", hereinafter referred to as the "Index" shall constitute the controlling index.

2. Cost of living adjustments shall be made on the basis of changes in the index quarterly (average of Jan., Feb. and March,



etc.) on the first pay period following receipt of the index for Dec., March, June and Sept. in each year of this agreement, and shall be computed from the average of the indices for the three months in a calendar quarter.

3. To determine the base index figure it is agreed by the parties hereto to adopt the figure of 123.1 as index for the month of December 1971.

4. For each 0.3 increase or decrease in the average of each quarter the employee's hourly rate will be adjusted upward or downward, as the case might be by one (\$0.01) cent.

5. In no event will a decline in the index below 123.1 provide a basis for a reduction in the hourly rates provided in this agreement.

6. If at any time adjustments in the cost of living exceed that allowed under then existing governmental restrictions, payment of such adjustments will be conditioned on prior approval by the governmental agency having jurisdiction over such matters.