

6/30/91

A G R E E M E N T  
BETWEEN  
DELTA COUNTY ROAD COMMISSION  
AND  
TEAMSTERS UNION LOCAL NO. 328

July 1, 1988

thru

June 30, 1991

September 22, 1988

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*Delta County Road Commission*

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THIS AGREEMENT, made and entered into this 1st day of July, 1988, by and between the DELTA COUNTY ROAD COMMISSION, party of the first part and hereinafter termed the "Employer" and LOCAL UNION NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union".

WITNESSETH

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

ARTICLE 1

RECOGNITION

SECTION 101. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A".

SECTION 102. (a) All present regular employees who are members of the Local Union on the effective date of this subsection, shall remain members in good standing of the Local Union.

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

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

## ARTICLE 2

### EXTRA CONTRACT AGREEMENTS

SECTION 201. The Employer agrees not to enter into any Agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining.

SECTION 202. For new types of equipment or jobs for which rates of pay are not established by this Agreement, rates governing such operations shall be subject to negotiations between the parties; rates agreed upon or awarded shall be effective as of date work commenced on such new job or equipment is put into use.

## ARTICLE 3

### WAGES

SECTION 301. Attached hereto and marked Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that the said Schedule "A" and the contents thereof, shall constitute a part of this Agreement.

## ARTICLE 4

### SENIORITY

SECTION 401. Seniority rights shall prevail. Seniority shall be defined as the length of continuous employment with the Road Commission as a regular employee. (A regular employee is defined to mean any employee who has worked for the Road Commission in a classification covered by this Agreement for a period of 1440 hours in any twelve (12) month period. Employees will accrue seniority commencing with the first (1st) day they are hired into a classification covered by this collective bargaining Agreement.

SECTION 402. Seniority for layoff and recall shall be on a county-wide, all district basis for regular employees and as provided for in Section 404 of this Article.

SECTION 403. Seniority for job preference and overtime shall be on a district basis if qualified employees are available.

Vacant classifications will be posted and promotions to higher classifications will be accomplished only through the posting procedure.

SECTION 404. In case of a reduction in the force, the last employee hired shall be the first laid off and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. Schedule of work shall be in accordance with the seniority. In filling vacancies or making promotions, preference shall be given employees according to their seniority standing, if qualified; however, in laying off and recalling, field employees shall not displace shop employees unless they can furnish clear proof of their qualifications to perform the duties required. For the purposes of reduction in the number of employees in a particular classification, seniority in that classification will prevail.

SECTION 405. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than two (2) years. No casual or seasonal employees will be employed if a regular employee is on layoff. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.

SECTION 406. Casual and part-time employees shall be given first opportunity to qualify as regular employees and be placed on the bottom of the seniority roster and shall accumulate seniority from date of regular employment, except that for computing vacation and pension benefits, time will be counted back to the first day of hire prior to becoming a regular employee during the previous twelve (12) months.

## ARTICLE 5

### DISCHARGE OR SUSPENSION

SECTION 501. The Employer shall not discharge or suspend any Union employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness while on duty. The warning notice as herein provided, shall not remain in effect for a period of more than six (6) months from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal

from discharge must be taken within twenty (20) days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension. If no decision has been rendered within thirty (30) days, the case shall then be taken up as provided for in Article 6 hereof.

## ARTICLE 6

### ARBITRATION AND GRIEVANCE PROCEDURE

SECTION 601. In the event of any grievance or complaint arising under and during the terms of this Agreement, an effort shall be made to adjust same in an amicable manner between the Employer and the Union. In the event that such grievance and complaint cannot be settled in this manner, the question may be submitted by either party for arbitration, as hereinafter provided. There shall be no legal proceeding of any kind before means of settlement provided herein are exhausted.

SECTION 602. Grievances or complaints shall be filed, in writing, with the Employer's management within five (5) days after the fact or circumstances giving rise to the grievance or complaint arose. Any grievance or complaint not filed within this time limit shall automatically be deemed waived.

SECTION 603. Either party may demand arbitration. The party first demanding arbitration shall give two (2) day's notice, in writing, to the other party of its desire to arbitrate. The Arbitration Board shall consist of three (3) men; one (1) to be selected by the Employer and one (1) to be selected by the Union, and the two (2) so selected, if they themselves cannot settle the dispute, shall agree upon a third person, who shall act as Chairman of this Arbitration Board. This Board shall be selected within ten (10) days after the request of arbitration is made. If the representatives of the parties cannot settle the dispute and cannot agree upon the selection of the third person within fifteen (15) days of their appointment, the third person shall be designated by the Michigan Employment Relations Commission, in accordance with its procedures. The decision of the Arbitration Board shall be binding on all parties. A decision of the majority of the Board shall be considered a decision of the Board, provided further that all cases submitted to arbitration shall be disposed of within ten (10) days from the date the issues are submitted to said Board of Arbitration. The County Road Commission agrees that there shall be no change in employment status during the progress of arbitration. Failure to submit to arbitration upon request made, as provided in with this Article, shall result in forfeiture of all rights provided by this Agreement. Expenses and charges of the third person as arbitrator shall be paid one-half (1/2) by the Employer and one-half (1/2) by the Union; otherwise they shall respectively pay all charges and expenses of the Arbitrator each selects.



SECTION 604. The Arbitrator (or Board of Arbitration) shall have the sole and exclusive power and jurisdiction to determine whether a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement, including procedural disputes.

SECTION 605. The Arbitrator (or Board of Arbitration) shall make any decision solely upon the terms and provisions of the Labor Agreement between the parties; and shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

## ARTICLE 7

### STEWARDS

SECTION 701. The Employer recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers; provided such messages and information:
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, and refusal to handle goods or any interference with the Employer's business.

SECTION 702. The Employer agrees to permit Union Stewards to post and maintain Union notices, in writing, within the business establishment or premises when expressly authorized to do so by the Union.

SECTION 703. Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours.

## ARTICLE 8

### ABSENCE

SECTION 801. Any employee desiring a leave of absence from his employment shall secure written permission from both Local

Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same classification covered by this Contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of Health & Welfare and Pension payments before the leave may be approved by either Union or Employer. The period of absence shall be deducted from vacation credits of the employee.

#### ARTICLE 9

#### LIMITATIONS OF AUTHORITY AND LIABILITY

SECTION 901. The authority of Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform by the Executive Board of the Local Union.

#### ARTICLE 10

#### MAINTENANCE OF STANDARDS

SECTION 1001. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specified provisions for improvement are made elsewhere in this Agreement.

SECTION 1002. Employer shall post on each district garage bulletin board, and on the bulletin board in the main garage, its work rules and regulations.

#### ARTICLE 11

#### HOSPITALIZATION - RETIREMENT

SECTION 1101. The Employer will provide basic hospital insurance with the Wisconsin Area Health Fund and a self insurance and retiree coverage as provided in Schedule "B".

SECTION 1102. The Employer agrees that it will contribute, on behalf of each employee, eleven percent (11%) of the employee's gross pay to an I.R.A. Plan as currently in effect, or may otherwise be mutually agreed upon.

## ARTICLE 12

### PAID FOR TIME

SECTION 1201. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in, and until the time he is effectively released from duty.

SECTION 1202. Employees called to work shall be allowed sufficient time without pay to report and register in. If not put to work, the employees shall be guaranteed two (2) hours pay at the rate specified in this Agreement. If put to work, the employees shall receive four (4) hours work or pay equivalent thereof.

SECTION 1203. Employees in the Laborer's classification will be paid for all time worked in a higher classification after one (1) working day.

## ARTICLE 13

### PAY PERIOD

SECTION 1301. All regular employees covered by this Agreement shall be paid every two weeks. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

## ARTICLE 14

### MILITARY SERVICE

SECTION 1401. Any employees on the seniority list inducted into military, naval, marine or air service under provisions of any Federal Selective Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall upon termination of such service, be reemployed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

## ARTICLE 15

### SEPARABILITY AND SAVINGS CLAUSE

SECTION 1501. If any Article or Section of this Contract or

of any Rider thereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any Rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 1502. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

#### ARTICLE 16

##### INSPECTION PRIVILEGES

SECTION 1601. The representatives of the Union shall be permitted at all times to enter upon the Employer's premises and shall have access to the firm's establishment, provided he received permission from the Superintendent, Engineer or Assistant.

SECTION 1602. The Company shall provide a suitable bulletin board in a conspicuous place for the posting of information of interest to Union members.

#### ARTICLE 17

##### SAFETY

SECTION 1701. Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute, or court order, or governmental regulation relating to safety of person or equipment.

#### ARTICLE 18

##### UNION BULLETIN BOARDS

SECTION 1801. The Employer agrees to provide a suitable space for the Union bulletin board at each district garage. Posting by the Union on such boards are to be confined to official business of the Union.

ARTICLE 19

LIFE INSURANCE

SECTION 1901. The Employer agrees to place into effect a group life insurance policy to continue throughout the life of this Agreement. This said life insurance policy shall be in the amount of \$10,000 on the life of each employee for straight life and double indemnity, if the cause of death is accidental.

ARTICLE 20

STRIKES AND SLOWDOWNS

SECTION 2001. There shall be no strikes or slowdowns during the life of this Agreement.

ARTICLE 21

TERMINATION OF AGREEMENT

SECTION 2101. This Agreement shall be in full force and effect from July 1, 1988, to and including June 30, 1991, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

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

DELTA COUNTY ROAD COMMISSION

TEAMSTERS UNION LOCAL NO. 328

BY

BY

SEP 26 1988

(Date)

Business Agent

9-22-88

(Date)

SCHEDULE "A"

SECTION A101. WORK WEEK AND WORK DAY: The normal work week and work day shall be Monday through Friday between the hours of 7:30 A.M. and 3:30 P.M. This is not to be construed as to limit the work week or work day to the confines as stated above, but to provide a work week and work day for operation under normal circumstances. During the months of May, June, July and August, the work week will be four (4) ten (10) hour days.

SECTION A102. All employees shall be allowed a ten (10) minute rest period during the first half shift. All hours worked in excess of forty (40) hours per week will be paid at time and one-half (1-1/2X) the regular hourly rate of pay.

SECTION A103. A fifteen (15) minute lunch break will be allowed.

SECTION A104. In working overtime, the hours shall be equalized insofar as possible in the various job classifications.

SECTION A201. HOLIDAYS: The employees shall receive their regular wages in the weeks the following named holidays occur: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day (in lieu of Veterans Day), Christmas Day and Good Friday. Christmas Eve will be a half (1/2) holiday.

SECTION A202. In the event a holiday occurs while an employee is on sick leave, he shall receive holiday pay for the holiday and no charge will be made against his accumulated sick leave.

SECTION A203. Employees called to work on any of the above-named holidays, will receive a guarantee of four (4) hours at time and one-half (1-1/2X) his regular rate of pay.

SECTION A204. Should any holiday fall on Sunday, Monday shall be considered to be the holiday. If a holiday should fall on Saturday, the Friday or Monday shall be considered to be the holiday and will be designated by the Engineer-Manager.

SECTION A301. VACATIONS: Employees who have been in the employ of the Employer for one (1) year, but less than three (3) years, shall be entitled to forty (40) hours of vacation at their regular rate of pay. Employees with three (3) years, but less than eight (8) years, shall be entitled to eighty (80) hours vacation. Employees with eight (8) years, but less than sixteen (16) years, shall be entitled to one hundred twenty (120) hours vacation. Employees with sixteen (16) years, but less than twenty (20) years, shall be entitled to one hundred sixty (160) hours of vacation. Employees with twenty (20) years of service

shall be entitled to accumulate eight (8) hours of additional vacation for each year of service up to a total accumulated vacation leave of two hundred (200) hours after twenty-five (25) years of service.

SECTION A302. Vacations shall be taken in full week periods either all at one time or one full week, two full weeks and so on as the eligibility of the employee allows; however, an employee may take up to forty (40) hours of his earned vacation time in one (1) day intervals.

SECTION A303. Vacation will be prorated upon retirement or termination.

SECTION A401. SICK LEAVE AND BEREAVEMENT: Each regular employee shall earn sick leave with pay at the rate of eight (8) hours for each month of employment in which the employee works at least twelve (12) days and has qualified as a regular employee. Sick leave may be accumulated without limitation.

SECTION A402. In the event disability resulting from injury or accident, which are compensable under Workers' Compensation, the employee will be entitled to sick leave pay from accumulated sick leave in the amount necessary to make up the difference between what he received from compensation and his regular earnings for a forty (40) hour week.

SECTION A403. The Employer agrees to pay a benefit to any employee taking a bona fide retirement or a bona fide disability termination with the Employer, an amount equal to fifty percent (50%) of the employee's accumulated sick leave, with a maximum amount paid of 380 hours; this benefit would not be available for matters such as a voluntary quit, a discharge not reversed through the grievance procedure, death, etc.

SECTION A404. At least one (1) hour before the commencement of his regular work shift, any employee who intends to claim sick leave shall notify his Supervisor. A doctor's certificate shall be necessary to claim sick leave in excess of three (3) days.

SECTION A405. Every employee in whose family the death of a father, mother, brother, sister, wife, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents of both employee and spouse, or relative residing in the same household shall occur, shall be entitled to a maximum of four (4) days of accumulated sick leave. At least one of the days taken for bereavement leave shall be the day of the funeral. To be entitled to leave, the employee must actually attend the funeral.

SECTION A406. Employees will be allowed to take each year, up to twenty-four (24) hours of this accumulated sick leave as a personal leave day.

SECTION A407. Employees using less than twenty-four (24) hours of personal time per year may choose to be paid for one-half (1/2) of the remaining hours each year. For the purposes of this Article a "year" will commence on December 1st and run through November 30th. Only those hours actually paid will be deducted from sick leave.

SECTION A501. JURY DUTY: If an employee is called for jury duty, he shall be compensated for the difference between his regular rate of pay and the fees which he received for jury duty. He shall not be required to use sick leave for jury duty.

SECTION A601. CLASSIFICATIONS & WAGE SCALE:

<u>CLASSIFICATION</u>	<u>7/1/88</u> <u>thru</u> <u>6/30/89</u>	<u>*</u> <u>x 1.5</u>	<u>7/1/89</u> <u>thru</u> <u>6/30/90</u>	<u>*</u> <u>x 1.5</u>
Grader	\$10.04	\$15.06	\$10.34	\$15.51
Gradall	\$10.04	\$15.06	\$10.34	\$15.51
Four-in-One	\$10.04	\$15.06	\$10.34	\$15.51
Extra Heavy Equipment	\$ 9.74	\$14.61	\$10.04	\$15.06
Heavy Equipment	\$ 9.69	\$14.535	\$ 9.99	\$14.985
Light Equipment	\$ 9.48	\$14.22	\$ 9.78	\$14.67
Laborer	\$ 5.95	\$ 8.925	\$ 6.25	\$ 9.375
Class I Mechanic & Welder	\$10.21	\$15.315	\$10.51	\$15.765
Mechanic-One Man Shop	\$10.10	\$15.15	\$10.40	\$15.60
Mechanic	\$10.04	\$15.06	\$10.34	\$15.51
Stock Clerk	\$ 9.89	\$14.835	\$10.19	\$15.285
Night Maintenance (Watchman)	\$ 9.33	\$13.995	\$ 9.63	\$14.445
Blacktop Plant Operator	\$10.04	\$15.06	\$10.34	\$15.51
Utility Pay	10 cents Over Existing Rate			
Night Patrol Premium	25 cents Over Existing Classification			

\*Make sure when changing classifications, you put rate of higher classification. If overtime is involved, put 1-1/2 times the rate for overtime hours worked.

SECTION A602. Part-time Grader and Gradall operators will receive Grader-Gradall pay only when operating the equipment. The Four-in-One rate will apply only when operating this equipment.

SECTION A603. New employees start at 80% of top rate for the classification they are in for first 1440 hours. The Laborer classification is exempt from this provision.



SECTION A604. Employees assigned to pull Vee bottom units will receive the extra heavy equipment operators hourly rate when actively engaged and assigned in this equipment.

SECTION A605. When working in a higher classification, employee should note this on time card and put overtime rate when applicable.

SECTION A606. Night Patrol will pay \$0.25 per hour premium above the employee's base classification, only to those employees who are assigned Night Patrol, and not to be included on overtime.

SECTION A607. Utility pay will be paid at \$0.10 per hour above the employee's base classification.

SECTION A608. When an employee is assigned to the Grader/ Gradall or Four-in-One classification, under the provision which pays the operator for only time actually spent in the operation of the equipment, the operator will be paid for all time from assignment until reassigned to other equipment. This includes travel and maintenance time.

SECTION A609. The wages for 7/1/90 will be negotiated in 1990.

SCHEDULE "B"

WISCONSIN AREA HEALTH FUND INSURANCE

SECTION B101. Effective July 1, 1988, the Employer shall contribute to the Wisconsin Area Health Fund for each employee covered by this Agreement, who has been on the payroll for thirty (30) days or more, for health and welfare coverage, the following:

Plan A-1: \$167.85 per month (Includes prescription drug rider; excludes disability).

SECTION B102. In the event the Trustees of the Wisconsin Area Health Fund find it necessary to increase contributions, the Employer agrees it shall assume such additional increases, but in no event shall the total increased contributions exceed ten dollars (\$10.00) per month, per employee during each anniversary year (July 1, 1989 and July 1, 1990).

SECTION B103. By the execution of this Agreement, the Employer binds himself and becomes party to the trust agreement establishing the Wisconsin Area Health Fund and authorizes the employer parties thereto to designate the Employer Trustees as provided under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

SECTION B104. In addition to the contributions in Section B101., the Employer will pay \$12.12 into the self-insurance fund, administered by the Wisconsin Area Health Fund.

SECTION B105. The retiree fund will distribute forty dollars (\$40.00) per month, maximum, to any retiree who opts to carry supplemental coverage or continue his/her regular coverage (if eligible) with the Wisconsin Area Health Fund.

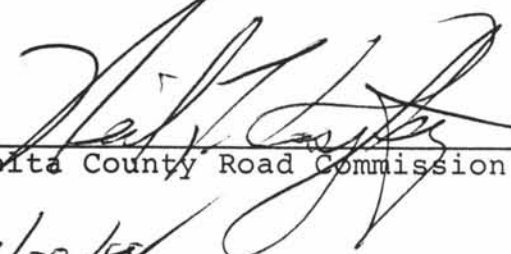
LETTER OF UNDERSTANDING  
BETWEEN  
DELTA COUNTY ROAD COMMISSION  
AND  
TEAMSTERS LOCAL #328


Subject: SKILLED WORK PERFORMED BY WILBERT LEADMAN  
ON UNIT #1055 AND #1071

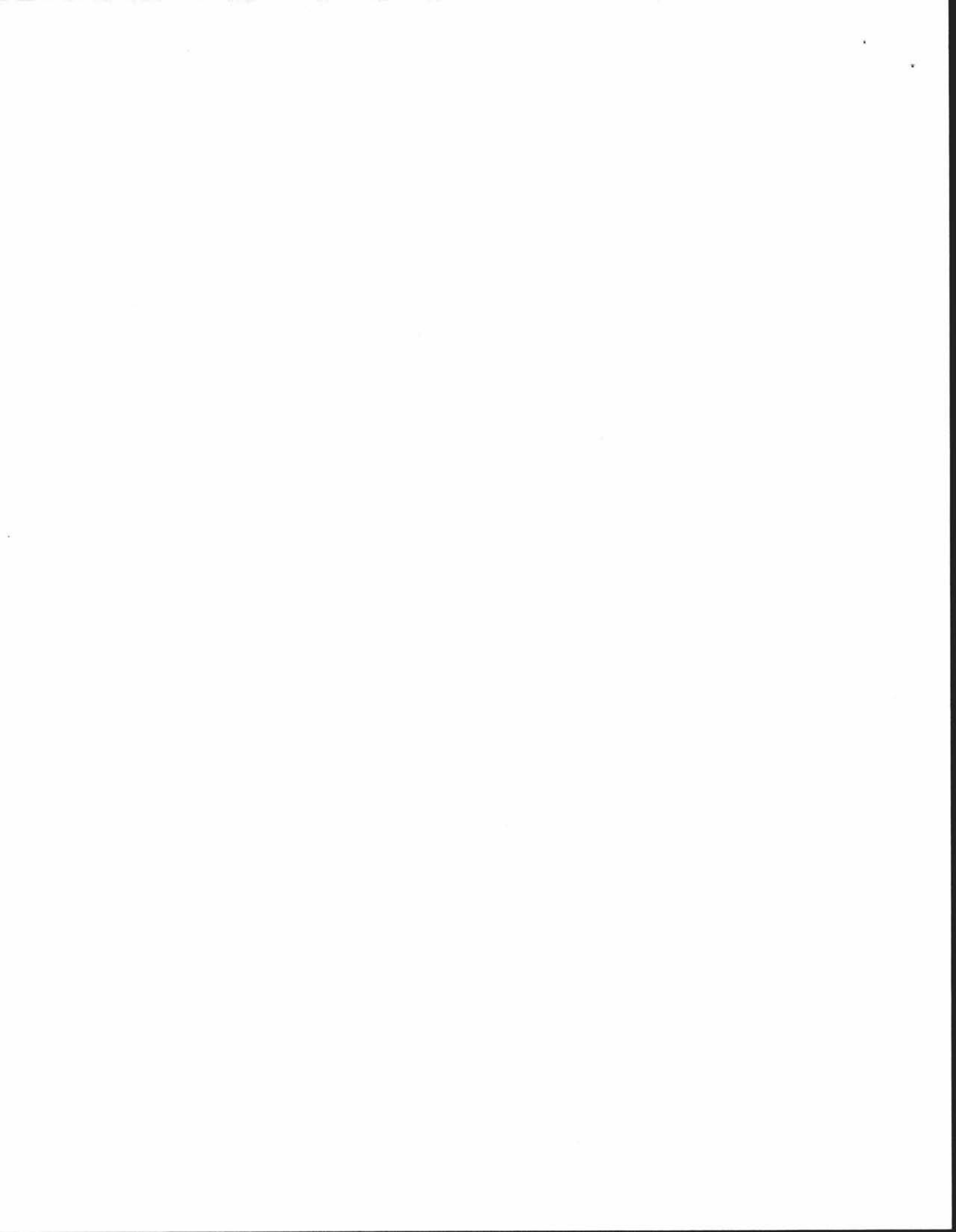
The purpose of the Letter is to provide a method of compensating Wilbert Leadman for the skill he demonstrates in the operation of the International TD 8 Dozer (#1055) and the TD 20 (#1071) Dozer. This Letter will apply only to Mr. Leadman and not to any subsequent operators or substitute, fill-in operators.

In recognition of the fact that Mr. Leadman performs work on the aforementioned equipment that is comparable to the jobs performed by the Four-In-One and/or the Grader Classifications, it is agreed by the parties that while such work is being performed, Mr. Leadman will receive the rate of pay associated with the Grader/Four-In-One classification.

The Superintendent will be responsible for determining when the higher rate is applicable and his judgment on this matter will be final.

  
\_\_\_\_\_  
Delta County Road Commission  
8/29/88  
(Date)

  
\_\_\_\_\_  
Teamsters Union Local #328  
8-15-88  
(Date)



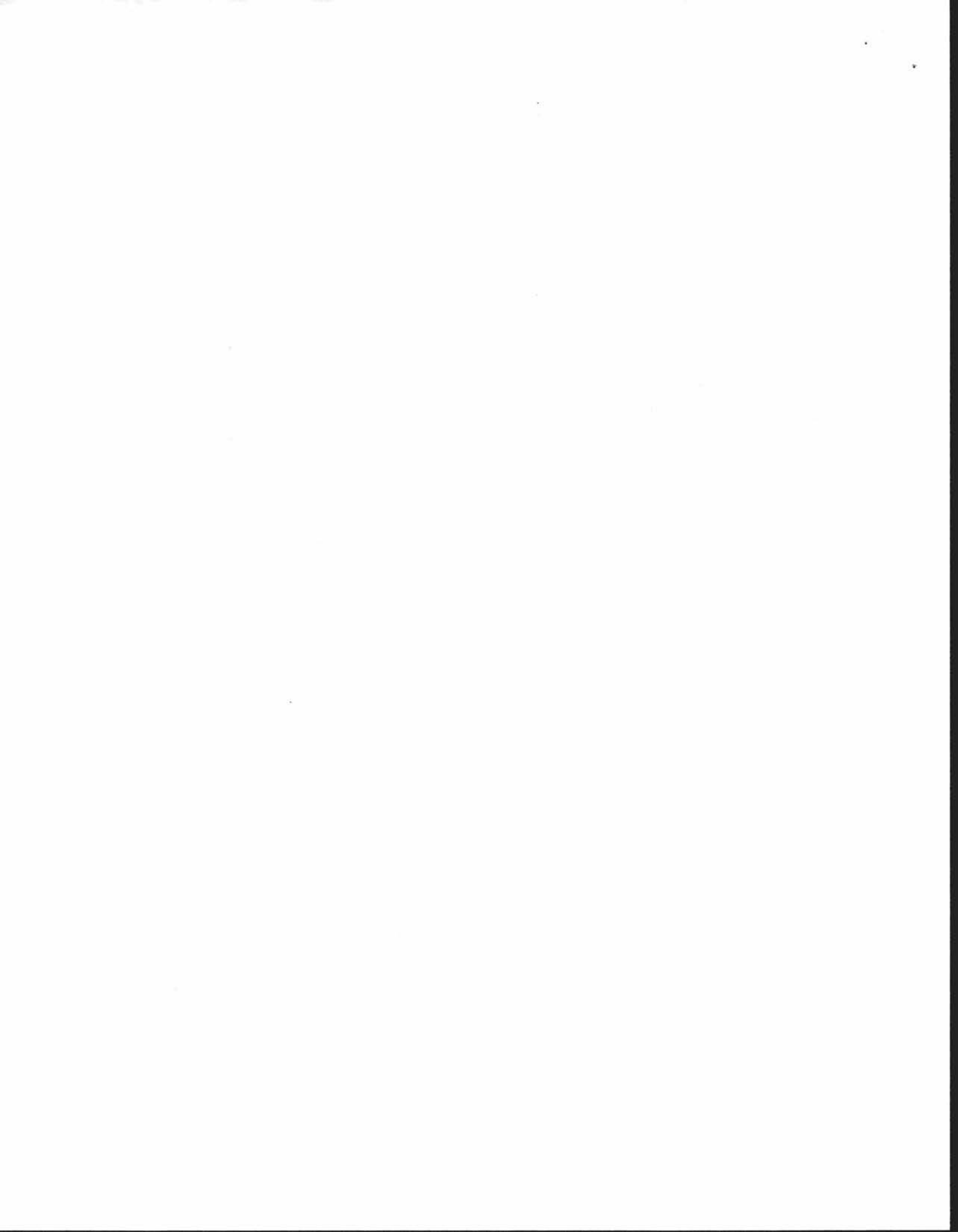
SUPPLEMENTAL AGREEMENT  
BETWEEN  
DELTA COUNTY ROAD COMMISSION  
and  
TEAMSTERS UNION LOCAL NO. 328

July 1, 1988

thru

June 30, 1991

September 22, 1988



SUPPLEMENTAL AGREEMENT

BETWEEN

THE DELTA COUNTY ROAD COMMISSION

AND

TEAMSTERS UNION LOCAL NO. 328

THIS AGREEMENT covers the supervisory employees of the Delta County Road Commission, which shall be referred to as Unit 2.

SECTION F101. Unit 2 encompasses the employees performing work in the following classifications:

District Foreman  
Shop Foreman  
Purchasing Agent  
Labor Foreman

SECTION F102. The classifications covered by this Agreement will be governed by the same terms and conditions as specified in the Labor Agreement, with the exception of the wages and hours as specified herein. This includes the seniority provision, which shall apply to Foremen.

SECTION F103. CLASSIFICATIONS (Bi-Weekly Compensation):

	<u>7/1/88-6/30/89</u>	<u>7/1/89-6/30/90</u>
Shop Foreman	\$1,035.58	\$1,065.39
Purchasing Agent	\$1,029.81	\$1,059.62
Dist. & Labor Foreman	\$10.62/hr.	\$10.93/hr.

SECTION F104. Wages will be open for negotiation in 1990 for the period of 7/1/90-6/30/91.

SECTION F105. District Foremen, who are assigned five (5) or more personnel, shall receive one (1) additional overtime hour per day (unless agreed otherwise).

SECTION F106. The Labor Foreman shall receive one-half (1/2) hour overtime per day, if assigned up to four (4) personnel per day.

SECTION F107. The District and Labor Foremen's hourly rate will be established by taking the top non-supervisory wage rate and establishing a 4% spread. The Shop Foreman and Purchasing Agent wages will be increased by the same hourly rate as the other Foremen, but applied over 2500 hours.

SECTION F108. The Shop Foremen's bi-weekly compensation includes an adjustment for building and furnace checks on Saturday, Sunday and Holidays during the winter months.

SECTION F109. The Purchasing Agent bi-weekly compensation includes an adjustment for inventory taken after hours and on weekends for the duration of inventory.

SECTION F110. Reimbursement for authorized use of personal vehicles will be at the rate as periodically established, and changed, by the Delta County Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto set their hands on this 26<sup>th</sup> day of September, 1988.

DELTA COUNTY ROAD COMMISSION

TEAMSTERS LOCAL UNION NO. 328

BY

BY

SEP 26 1988

9-22-88

(Date)

(Date)



LETTER OF UNDERSTANDING

BETWEEN

DELTA COUNTY ROAD COMMISSION  
AND  
TEAMSTERS UNION LOCAL 328

SUBJECT: FOREMAN CLASSIFICATION RATE OF PAY CALCULATION

It is mutually agreed that the basic contract rate on which the Foreman classification pay is calculated will be the Machinist/Welder classification.

The Foreman pay will be four percent (4%) above this rate and will remain so for at least the duration of the basic contract and the Supplementary Agreement covering the Foreman.

DELTA COUNTY ROAD COMMISSION

BY

4-24-89  
(Date)

Frank G. Falter

TEAMSTERS UNION LOCAL NO. 328

BY

4-24-89  
(Date)

BY

4-24-89  
(Date)

Business Agent

Foreman/Steward





Teamsters, Chauffeurs, Warehousemen & Helpers  
P.O. Box 605, Escanaba, Michigan 49829, (906) 786-2743

President - Howard Smale

Sec'y-Treasurer/Principal Officer

Gary LaPlant

LETTER OF UNDERSTANDING  
BETWEEN  
DELTA COUNTY ROAD COMMISSION  
AND  
TEAMSTERS LOCAL NO. 328

RECEIVED

MAY - 4 1989

DELTA COUNTY ROAD COMMISSION  
ESCANADA, MICHIGAN

SUBJECT: ADDENDUM TO CONTRACT COVERING WAGES, HOURS AND  
WORKING CONDITIONS OF STOCKROOM PERSON  
CLASSIFICATION

Wage Rate: \$10.62 per hour (\$10.92 effective 7/1/89).

Hours Per Week: The regular week will consist of the standard eight (8) hour work days plus one hour overtime or ninety-five (95) paid hours per pay period.

Other Working Conditions: A pickup truck will be furnished for trips to and from the shop and other business of the Road Commission. Call-back pay provisions will not apply to routine response calls.

The effective date of this Letter will be May 26, 1989 and it will expire with the Labor Agreement on June 30, 1991. Wages will be reopened on July 1, 1990.

DELTA COUNTY ROAD COMMISSION

TEAMSTERS UNION LOCAL NO. 328

BY Gary P. Groleau  
Frank G. Falkeis  
5-11-89  
(Date)

BY Howard Smale  
Business Agent  
5-2-89  
(Date)

Hugo D. Mattson  
Stockroom Person  
5-15-89  
(Date)

Affiliated with International Brotherhood of  
Teamsters, Chauffeurs, Warehousemen & Helpers of America  
(AFL-CIO)





Teamsters, Chauffeurs, Warehousemen & Helpers  
P.O. Box 605, Escanaba, Michigan 49829, (906) 786-2743

President - Howard Smale

Sec'y-Treasurer/Principal Officer  
Gary LaPlant

LETTER OF UNDERSTANDING  
BETWEEN  
DELTA COUNTY ROAD COMMISSION  
AND  
TEAMSTERS LOCAL NO. 328

RECEIVED

MAY - 4 1989

SUBJECT:

ADDENDUM TO CONTRACT COVERING WAGES, HOURS  
AND WORKING CONDITIONS OF SHOP FOREMAN/  
STOCKROOM CLASSIFICATION

DELTA COUNTY ROAD COMMISSION  
ESCANABA, MICHIGAN

Wage Rate: \$10.92 per hour (\$11.23 effective 7/1/89).

Hours Per Week: The regular week will consist of the standard eight (8) hour work day plus one hour overtime, or ninety-five (95) paid hours per pay period.

Other Working Conditions: A pickup truck will be provided for trips to and from the shop and other business of the Road Commission. Furnace checks will be provided within the regular work-week as defined above, at no extra cost to the Road Commission.

The effective date of this Letter will be May 26, 1989 and it will expire with the Labor Agreement on June 30, 1991. Wages will be reopened on July 1, 1990.

DELTA COUNTY ROAD COMMISSION

TEAMSTERS UNION LOCAL NO. 328

BY Gary P. Guleau  
Frank G. Falkeis

BY Howard Smale  
Bussier Osgat

5-11-89  
(Date)

5-2-89  
(Date)

John P. Roman  
Shop Foreman/Stockroom

5-15-89  
(Date)

Affiliated with International Brotherhood of  
Teamsters, Chauffeurs, Warehousemen & Helpers of America  
(AFL-CIO)



MEMO OF UNDERSTANDING

The contract between the Delta County Road Commission and Teamsters Local #328 expires on June 30, 1991, but contains a wage opener to be effective July 1, 1990.

The purpose of this letter is to designate the changes to the existing agreement resulting from negotiations on the wage opener. These changes are as follows:

WAGES

Increase by 35¢ per hour and maintain the 4% differential for the Foremen (see attached wage schedule).

COMMERCIAL DRIVERS LICENSE

The County Road Commission will assume the following initial costs related to the Commercial Drivers Licensing:

- a. \$12.00 to be applied towards cost of Chauffeur's License.
- b. \$20.00 to be applied towards cost of License designation.
- c. \$10.00 for up to two (2) endorsements. (Trailer & Tanker)
- d. \$60.00 for skills/driving test.
- e. The cost of physical examinations, as necessary, to comply with the law.

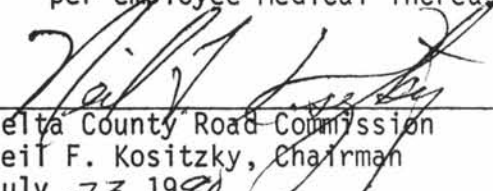
It is further understood that the periodic renewal licensing test will be taken on the employees own time and that if the employee fails the skills/driving test, he/she will retake the test at his/her own expense. If the employee opts to utilize County Road Commission equipment for the retest, he/she may do so at a cost of \$50.00.

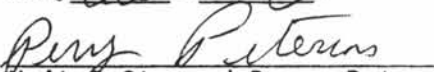
The County Road Commission will assume the following renewal costs related to the Commercial Drivers Licensing:

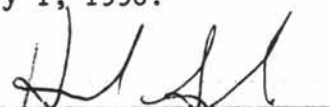
- a. \$12.00 to be applied towards cost of Chauffeur's License.
- b. \$20.00 to be applied towards cost of License designation.
- c. \$10.00 for up to two (2) endorsements. (Trailer & Tanker)

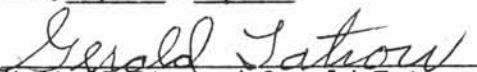
MEDICAL INSURANCE

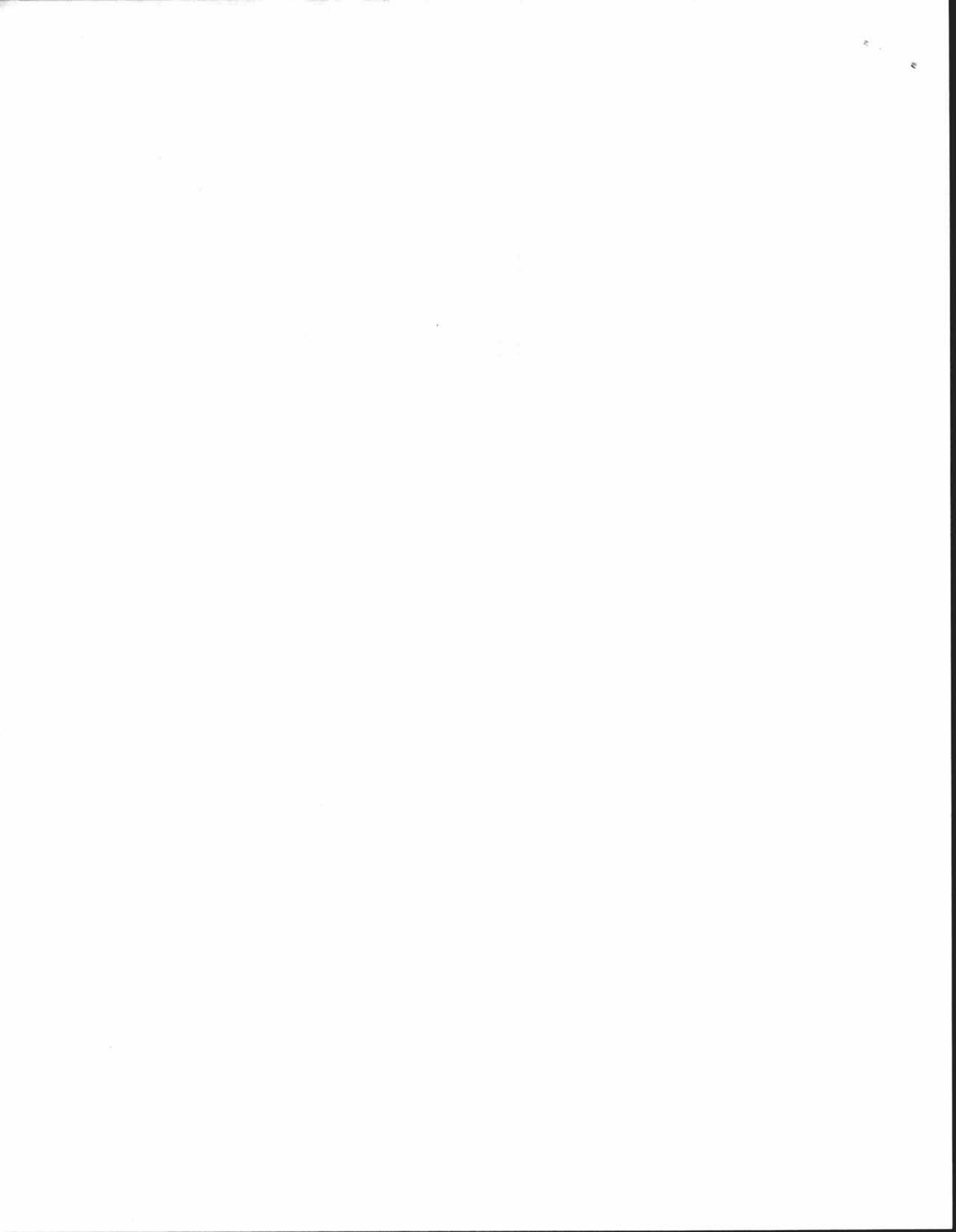
The County Road Commission will pickup the cost of the \$10.00 per month/ per employee Medical increase effective July 1, 1990.

  
\_\_\_\_\_  
Delta County Road Commission  
Neil F. Kositzky, Chairman  
July 23 1990.

  
\_\_\_\_\_  
Unit I Steward-Perry Peterson  
July 17 19 90.

  
\_\_\_\_\_  
Teamsters Local #328  
Howard Smale, Business Agent  
July 17 19 90.

  
\_\_\_\_\_  
Unit II Steward-Gerald Tatrow  
July 17 19 90.



SECTION A601. CLASSIFICATIONS & WAGE SCALE:

July 1, 1990 thru June 30, 1991

<u>CLASSIFICATION</u>	<u>Reg. Rate</u>	<u>Overtime</u>
Grader Operators	\$10.69	\$16.035
Gradall Operators	10.69	16.035
Four-in-One Operators	10.69	16.035
Extra Heavy Equip. Operators	10.39	15.585
Heavy Equipment Operators	10.34	15.510
Light Equipment Operators	10.13	15.195
Warehouse Laborers/Laborers	6.60	9.900
Class I Mechanic & Welder	10.86	16.290
Mechanic - One Man Shop	10.75	16.125
Mechanic	10.69	16.035
Stock Clerk	11.27	16.905
Night Watchman	9.98	14.970
Blacktop Plant Operator	10.69	16.035
Foremen	11.29	16.935
Shop Foreman	11.59	17.385

\*\* Make sure when changing classifications, you put the rate of the higher classification. If overtime is involved, put 1-1/2 times the rate for overtime hours worked.

