

1-1-74

Saginaw County Road Comm.

# **AGREEMENT**

Between

**BOARD OF SAGINAW  
COUNTY ROAD COMMISSIONERS**

STATE OF MICHIGAN

and

**LOCAL 1394 AFSC&ME, AFL-CIO**

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

FEBRUARY 8, 1972



Saginaw County Road Commission  
3820 Sheridan Avenue  
Saginaw, Michigan 48601

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## **AGREEMENT**

THIS AGREEMENT, made and entered into by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF SAGINAW, STATE OF MICHIGAN, hereinafter referred to as the "Employer", and LOCAL 1394 of the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union", WITNESSETH:

WHEREAS: The purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the employer, employees, union and the public.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

### **ARTICLE I**

#### **RIGHTS OF EMPLOYER**

The Employer has all the generally recognized rights of management. All rights and privileges which are not abridged or restricted by this agreement are reserved to the Employer.

### **ARTICLE II**

#### **RECOGNITION**

1. The Employer, by the terms of this agreement, recognizes the Union as the sole bargaining agent of all the Employer's employees, except those specific categories hereinafter set forth, for the purpose of collective bargaining relative to wages, hours and working conditions of the employees, subject to the laws of the State of Michigan and

the amendments thereto and all applicable federal laws which by interpretation or constitution affect the parties hereto.

2. The excluded work categories are supervisory, foreman or higher, management, engineering, confidential and temporary.

### **ARTICLE III**

#### **UNION SECURITY**

1. The Employer hereby recognizes the form of Union organization known as agency shop, hereinafter defined as one in which "Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Local Union 1394, each month, a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement, shall be discharged by the Employer within thirty (30) days of receipt of written notice to the Employer from the Union."

2. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

3. The Employer shall deduct the authorized amount from all employees who have placed union dues deduction, signed authorization cards or fee cards on file with the Employer. All employees, except excluded categories, shall be required at the date of hire to sign a union dues deduction authorization card or fee card, and the Employer shall deduct the authorized amount from all such employees after thirty (30) calendar days.

4. Deductions for any calendar month shall be

remitted to the designated financial officer of the Local Union with a list for whom dues and fees have been deducted in the week following the third (3rd) pay period.

## **ARTICLE IV REPRESENTATION**

1. The employees of the Local Union shall be represented by a chief steward and three (3) stewards, one of whom shall be appointed from each garage and who shall be a regular employee working in that garage. In the absence of a steward, an alternate may be designated by the Local Union.

2. The stewards shall, during regular working hours, without loss of time or pay, investigate grievances and may when necessary view the scene of the grievance.

3. Stewards, alternate stewards and officers will be recognized by the Employer upon prior written notice to the Employer of their official status.

## **ARTICLE V GRIEVANCE PROCEDURE**

1. Without loss of time or pay an aggrieved employee, together with his steward, shall bring the complaint to his immediate foremen within two (2) working days of the occurrence giving rise to the complaint. An attempt will be made to achieve a solution. If the nature of the complaint is beyond the scope of authority of the foreman, the complaint shall be first brought under Step 2.

2. Grievances shall be considered settled at Step 1 unless the complaint shall be personally presented by the aggrieved employee and his steward to the general superintendent within three (3) working

days after compliance with Step 1, or within the time provision of Step 1 when said step is omitted. The general superintendent shall furnish a written statement of his disposition of the complaint.

3. Grievances shall be considered settled at Step 2 unless the complaint is reduced to writing by the grievant on forms furnished by the Local Union, setting forth the particulars of the grievance and the applicable sections of the Agreement. The written complaint, along with a copy of the general superintendent's written statement, shall be presented to the chairman of the Grievance Committee within five (5) working days after the meeting at Step 2. The Grievance Committee shall be composed of three (3) members selected by the Local Union and three (3) members selected by the Employer and they shall elect a chairman. The Grievance Committee shall meet at the call of its chairman.

4. Grievances shall be considered settled at Step 3 unless the written conclusion of the Grievance Committee, together with written objections and reasons therefore to the findings of the Committee, is submitted to the Employer by the grievant at its next regular meeting. A written decision will be given by the Employer within two (2) working days after the following regularly called meeting of the Employer.

5: Grievances shall be considered settled at Step 4 unless the Local Union gives written notice to the Employer within five (5) days after receipt of the decision of the Employer (step 4) of their tentative intention to appeal the grievance to arbitration. The grievance shall also be considered settled at Step 4 unless the Union, after review of the matter by Council and/or International Representative, fails to file at the appropriate office of the American Arbitration Association, the demand for arbitration within thirty (30) days after the receipt of the

answer in Step 4. The matter shall thereafter be administered by the Arbitration Association in accordance with its voluntary labor arbitration rules. The Association's administrative fee and arbitrator's expenses shall be borne equally between the parties. The decision of the Arbitrator shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

## **ARTICLE VI**

### **SENIORITY AND CONDITIONS OF EMPLOYMENT**

1. Each regular employee shall serve a probationary period of not less than sixty (60) working days. During such time the employee shall be classified as probationary. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except discharged and disciplined employees for other than Union activity.

2. Temporary employee is one whose term of employment is specifically limited at the time of employment. No temporary employee shall work more than one hundred twenty (120) working days in any one calendar year. The number of temporary employees at any one time shall be limited to no more than twenty-five (25%) percent of the number of regular Union employees on the payroll, and no temporary employee shall be allowed to work more than fifty-five (55) hours in any one week unless a special agreement on particular temporary employees is made with the Local Union. Further, anytime overtime work being done by temporary employees may be done by regularly employed Union members without interference to their

regularly assigned jobs, the regularly employed Union member will be used. The Local Union agrees to furnish and keep up-to-date a list of members willing and able to perform this work.

3. An employee's seniority shall commence upon completion of the probationary period and be calculated from the last date of hire. Should an employee at any time change his status from temporary to probationary, seniority shall be calculated from his last date of hire and up to sixty (60) days of credit will be allowed against his probationary period for prior temporary employment.

4. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union membership with up-to-date copies at least quarterly and will indicate each employee's job classification and accumulated overtime.

5. Seniority shall be lost for any one of the following reasons:

- (a) Employee quits;
- (b) Employee is discharged for just cause;
- (c) Employee is absent five (5) working days without good reason or without notifying supervision;
- (d) Employee recalled who does not report within two (2) weeks;
- (e) Employee reaches the age of sixty-five years.

6. All employees shall be subject to the following rules, and any violation thereof shall be considered just cause for disciplinary action and may result in discharge. Such list shall not be exclusive for disciplinary action, but any additional rules shall be posted:

- (a) Any use of intoxicants or drugs by any employee while on duty.
- (b) Any conduct unbecoming an employee while on duty.

- (c) Any violation of an official regulation or order, or failure to obey any proper direction given by a foreman or other supervisor.
- (d) Any offensive conduct or language in public or towards the public or other employee while on **duty**.
- (e) Any careless or negligent use of equipment or other property of the employer.
- (f) Any theft or misappropriation of the employer or other employee's property.
- (g) Punching another employee's time card or having another employee punch yours.
- (h) Falsification of records, either orally or in writing.
- (i) Unexcused absence or tardiness.
- (j) Violation of any safety rules and practices.
- (k) Suspension or revocation of operator's or chauffeur's license for habitual negligence.
- (l) Any absence from work by an employee without prior permission of the employer shall be penalized three (3) days pay for each day of absence.

## **ARTICLE VII**

### **LAY OFFS AND RECALLS**

1. In the event of lay-off due to lack of funds, the category first laid off shall be temporary employees and next probationary employees.

2. Employees appearing last on the seniority list shall be the next laid off. In recalling employees, the employees laid off last shall be first recalled.

3. In all cases of lay off and recall, seniority employees, who are retained or recalled, must have necessary qualifications to perform the required work.

4. Employees to be laid off for an indefinite time will have at least seven (7) calendar days notice of lay off. The Local Union secretary shall receive a list of the employees being laid off on the same date the notices are issued to the employees.

5. Notice of recall shall be sent to the employees at their last known address by registered or certified mail. If an employee fails to report for work within two (2) weeks from the date of mailing of notice of recall, he shall be considered as quit.

## ARTICLE VIII

### TRANSFERS AND PROMOTIONS

1. Transfer from bargaining unit: An employee transferred outside the bargaining unit shall retain but not accumulate seniority. If the employee shall return to the bargaining unit, he shall be assigned to available work category according to his ability, experience and seniority, but in no event shall he be assigned a higher category than that previously held by him at the time of his transfer from the bargaining unit.

2. Transfer within bargaining unit: An employee shall not be permanently transferred from one district garage or headquarters to another except in the best interest of the employer and employee.

3. Promotions and assignments within bargaining unit:

- (a) Notice of available promotions or job vacancies shall be posted for a period of five (5) regular working days. In the event that there are no applications, the notice will be immediately reposted for an additional five (5) days. The notice shall contain any special conditions or qualifications and will indicate the number of openings in the category posted. Employees shall have an opportunity to

submit an application within that time. The employee shall submit one copy of his application to the Employer and one copy to the Local Union. In the event no employee submits written application within the prescribed posting times, the Employer may, without reposting, assign the employee lowest on the seniority list capable of performing the work to fill the vacancy.

- (b) In all cases of promotion of employees from one classification to another, the following factors shall be considered:
- (1) Length of continuous service;
  - (2) Knowledge, training, ability, skill and efficiency;
  - (3) Physical fitness;
  - (4) Attendance record.

Where factors 2, 3 and 4 are relatively equal, the length of continuous service shall govern.

- (c) The accepted applicant shall be given a four (4) week trial period to determine his ability to perform in that job, and he shall receive the rate of pay for the job he is performing. At the completion of the four (4) week trial period, should the Employer be uncertain or unable to determine if the employee can satisfactorily operate the equipment in question or perform the job applied for, the Employer may grant an additional four (4) week trial period, to enable the Employer to better evaluate the employee's performance, and the employee more time to gain proficiency. If an additional trial period is granted, the employee and the Local Union shall be notified in writing. If for any reason, the applicant is not assigned the job, the next applicant shall be given an opportunity to

qualify. Should there be no other applicant, the job will be reposted and the above procedure followed. During this trial period, the employee shall have the right to revert back to his former classification if he desires.

- (d) The Employer may assign to the next higher classification for a temporary period. Such temporary period to be defined as that created by vacation, illness or absence of the employee regularly assigned to that job. The Employee shall receive the higher rate of pay during such temporary employment. The higher rate of pay shall be paid in accordance with the standard work day, provided the employee works a minimum of two (2) hours in the higher classification.
- (e) Employees assigned work lower than their classification shall receive pay at their regularly assigned rate..
- (f) In the daily assignments of equipment, first consideration will be given to employees in the proper work categories. However, single axle trucks with underbody blades may be temporarily assigned to employees in Temporary, Probationary, or Light Truck categories, but in no case shall employees in these categories be directed by supervision to use the underbody blade.

4. The Employer may hire mechanics if there are no seniority employees who qualify by reason of past experience, knowledge and ability. The rate of pay for such a mechanic during the probationary period shall be at least ten (10%) percent under the then current pay scale for mechanics.

## ARTICLE IX

### LEAVE OF ABSENCE

1. An employee applying for a leave of absence shall submit a written request to the Employer after prior approval of the Local Union, setting forth the reasons for such request and the dates involved. A written answer shall be given to the employee with a copy to the Local Union.

2. An employee, within the sole discretion of the Employer, may be granted a leave of absence for a period not to exceed six (6) months. During said leave of absence, the employee's job assignment will not be held open for him, nor will he receive vacation time, sick leave, hospitalization, health and accident insurance, seniority or other benefits. However, an employee who has applied for and received a leave of absence for reasons of health shall accumulate seniority only. If the employee returns to work prior to or at the expiration of said leave, he will be given whatever job assignment is open and available.

3. An employee selected by the Union to do Union work which takes him from regular employment with the Employer shall, at the written request of the Union, receive a temporary leave of absence for a period not to exceed two (2) years, or the term of office, whichever may be shorter, and upon return shall be re-employed to available job assignment according to his ability and experience and with accumulated seniority, but in no event shall he be assigned to a higher category than that held prior to the leave of absence.

4. Members of the Union elected by the membership to attend a function of the International Union, such as a convention or education conference, shall be allowed to attend at their own expense.

5. Employees, who are in some branch of the

Armed Forces Reserve or National Guard, will be paid the difference between their Reserve or National Guard pay and their regular pay while on full time active duty, provided proof of service and pay is submitted, but no such differential payment shall exceed two weeks for each tour of duty.

## **ARTICLE X**

### **SICK LEAVE**

1. An employee shall receive one (1) day sick leave with pay for each completed month of service. No employee shall receive sick leave benefits during an approved leave of absence. Unlimited accumulation of sick leave shall begin with days earned after January 1, 1969. During the time an employee is on approved sick leave, he will not accumulate additional sick leave or vacation and such leave will not be considered as a day worked.

2. Before an employee may utilize his sick leave allowance, he must notify his foreman or direct superintendent of his intended absence. He may use his sick leave absences due to illness, injury, or exposure to a contagious disease endangering the health of other employees. Sick leave will be allowed, with prior approval of the immediate supervisor, for eye examination, dental work, physical examination, or other routine prophylaxis and maintenance health needs. Sick leave will be charged in increments of one (1) day unless otherwise noted. An employee may, with prior approval of the immediate supervisor, take time off without pay to attend to these needs. Call in time will be from thirty (30) minutes before or until thirty (30) minutes after starting time, at which time the employee will be notified of the necessity of a doctor's written statement. In the event the employee's absence is due to a work-incurred injury or illness, for which he receives workmen's compensation,

he may utilize his sick leave allowance to make up the difference between his compensation payments and his regular wages, but in no case shall he receive more through this combination than his total regular wages. An employee may utilize his sick leave allowance in one-half ( $\frac{1}{2}$ ) day increments for purposes of therapy, treatments or related examinations required by his physician for work-incurred injuries.

3. Sick leave pay shall commence on the first day of absence for the first three (3) absences in any calendar year. Commencing with the fourth (4th) absence and subsequent absences due to sickness, no sick leave pay will be allowed on the first day of absence. Sick leave pay and charges against sick leave time will start on the second day. Any employee may use accumulated vacation time for the first day of illness, if he so desires. In case of absence due to work-incurred injuries covered by workmen's compensation, sick leave will commence with the first day of absence.

4. To be eligible for benefits an employee shall be required by the Employer to submit a written statement within one (1) week after the beginning of his absence on a form provided by the Employer, and filled out by the employee, or his attending physician when requested by the Employer. If a doctor's statement is required, a form provided by the doctor will be acceptable. The Employer reserves the right to request examination and make any inquiries deemed advisable. This plan is provided to aid employees in meeting their expenses while suffering from illness or accident. Any employee submitting a claim based on a false statement or covering a period during which the employee was not actually disabled, will be considered as abusing the sick leave privilege. An employee abusing these privileges will be subject to disciplinary action. Employees who are observed fre-

quenting taverns or on hunting and fishing expeditions while drawing sick leave benefits or any other such activity not normally pursued by persons who are truly sick will be considered as abusing their sick leave privileges, unless written doctor's authorization is presented.

5. When an employee has exhausted his accumulated sick leave, he shall automatically receive extended leave due to illness under the terms of the Employer's sick and accident insurance policy.

## ARTICLE XI

### HOLIDAY PROVISION

1. All seniority employees shall be eligible to receive holiday pay under the following schedule of paid holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day. Then effective during calendar year 1973, all of the above plus Veterans Day (4th Monday in October).

(a) Whenever one of these holidays occurs on Saturday, it shall be recognized on the preceding Friday.

(b) Whenever one of these holidays occurs on Sunday, it shall be recognized on the subsequent Monday.

2. The work day before Christmas and New Year's Day, when Christmas and New Year's Day fall on Tuesday, Wednesday, Thursday, Friday or Saturday, shall be from 7:00 a.m. to 12:30 p.m., with no lunch period. The balance of these two (2) work days shall be considered holidays for computing benefits.

3. Any employee who fails to report for work on a work day before and after a paid holiday shall forfeit his holiday pay unless he is on sick leave, vacation or other approved absence.

4. Any employee required to work on any holiday designated above shall be compensated at one and one-half (1½) times his regular rate of pay for the hours worked, or as it relates to Article XVII, paragraph 4. Vacation days and holidays shall be considered as days worked.

## **ARTICLE XII BULLETIN BOARDS**

The employees shall have the use of the bulletin boards in all three (3) garages for posting of Union activity notices.

## **ARTICLE XIII INSURANCE**

1. The Employer agrees to pay premiums for hospitalization insurance and surgical fee benefits for qualified employees and their dependents, and any employee who retires after January 1, 1969, and who qualifies for benefits under MERS. The hospitalization and surgical benefit for retired employees and their dependents will be maintained during the lifetime of the retiree. Retirees will be expected to provide for themselves such Medicare benefits as are available. Benefits to be provided shall be semi-private hospitalization and surgical benefits presently provided by and subject to the terms of Blue Cross and Blue Shield. Comprehensive Hospital D45M, DCCR, CC, OPC, IMB-MVF-2, M.L.

2. The Employer will provide a group health and accident policy which shall pay a benefit of Seventy-five and 00/100 (\$75.00) Dollars per week for a period of thirteen (13) weeks, when an employee's sick leave is exhausted, and will provide a group life insurance policy for each employee in the amount of Five Thousand and 00/100 (\$5,000.00) Dollars with double indemnity clause.

## **ARTICLE XIV**

### **NEW EQUIPMENT CLASSIFICATION**

Temporary scale for all new employment classifications will be set by the Grievance Committee for the duration of this contract.

## **ARTICLE XV**

### **FUNERAL LEAVE**

1. Paid leaves not to exceed three (3) days shall be granted to all employees for the purpose of preparing for, taking part in, or attending a funeral of an employee's immediate family, which shall be wife, child, step-child, brother, sister, parents, parents-in-law or family member residing in the employee's household. One (1) additional day travel time shall be allowed for the funeral of a member of the immediate family occurring at a distance of 500 miles or more from Saginaw.

2. One (1) day paid leave will be granted for the purpose of taking part in or attending a funeral for a brother-in-law, sister-in-law, grandmother, grandfather, or as a participant in a military funeral.

3. The president of the Local Union, or his designated representative, shall be entitled to one (1) day of paid leave to attend the funeral of a Local Union member.

## **ARTICLE XVI**

### **VACATIONS**

1. Vacation time will be computed from the employee's last hire-in date according to the following schedule:

	1972	1973
During 1st year	None	None
2nd "	12 days	14 days
3rd "	12 "	14 "
4th "	12 "	14 "
5th "	12 "	14 "
6th "	12 "	14 "
7th "	12 "	14 "
8th "	13 "	15 "
9th "	14 "	16 "
10th "	15 "	17 "
11th "	16 "	18 "
12th "	17 "	19 "

2. Vacation pay shall be computed at the employee's regular rate per hour times the standard day, as defined in Article XVII.

3. Vacation time will not be allowed without a written request from the employee approved and signed by his immediate supervisor and submitted to the general superintendent or to some other designated authority, at least five (5) days prior to the employee's intended vacation. In the event of an emergency, the general superintendent or one designated, may waive this provision.

4. Vacation schedules shall be approved by the employee's immediate supervisor and general superintendent or other proper authority. Vacations will be allowed which do not materially interfere with the Employer's work operation. In the event of conflicting vacation schedules, which cannot be adjusted satisfactorily, preference will be given to the employee with the most seniority.

5. After the first year, employees who have worked one hundred twenty-five (125) days, or more, shall receive full vacation credit. Employees who have worked less than one hundred twenty-five (125) days, but have worked at least sixty (60) days, shall receive one-half ( $\frac{1}{2}$ ) vacation credit.

Employees who have worked less than sixty (60) days, shall receive no vacation credit. Upon the death of an employee, the cash value of any earned vacation time shall be paid to his beneficiary; under no other conditions shall payment in lieu of vacation be allowed. Employees will be allowed to accumulate vacation days up to two (2) years and may carry this accumulation indefinitely. However, a retiring employee will be allowed any vacation time earned during the year of his retirement.

6. Any employee shall be allowed to take one (1) day of his accumulated vacation time for any one (1) of the following dates: opening day of bird season, opening day of fishing season, opening day of deer season.

## **ARTICLE XVII HOURS OF WORK**

1. The working week shall be forty-two and one-half (42½) hours per week consisting of five (5) eight and one-half (8½) hour days, except that after January 1, 1973, the working week shall be forty (40) hours and consist of five (5) eight (8) hour days. The standard work day shall start at 7:00 A.M. to 4:00 P.M., except during the period May 1 through September 30, the work day shall be 6:30 A.M. to 3:30 P.M. The standard work day, starting January 1, 1973, shall be 7:00 A.M. to 3:30 P.M., except during the period May 1 through September 30, it shall be 6:30 A.M. to 3:00 P.M. In the event that the State of Michigan should fall under the provisions of the Federal Time Act, then the standard work day for the period October 1 through April 30 shall prevail.

2. Overtime shall be computed on the basis of one and one-half (1½) times the regular hourly rate for all hours worked in excess of the regular work day or the regular work week.

3. Overtime work will be divided among the employees as evenly as practicable.

4. Any employee reporting for work at the regular time shall be entitled to a minimum of two (2) hours pay. Any employee commencing work on his regular schedule shall be entitled to a minimum of four (4) hours pay. Any employee called in to work by supervision outside of his regularly scheduled hours shall be entitled to a minimum of four (4) hours at one and one-half (1½) times the regular rate of pay, unless the hours worked are an extension, before or after, of the regular working hours. If an employee is called out on a holiday recognized by this agreement and works three (3) hours or more, he shall be paid for a minimum standard work day at overtime premium. When an employee is called in before his regular call-in time and such call-in is an extension of his regular work day, he shall be allowed to complete his regular work day in addition to such extra hours as he may have worked. When fifty (50%) percent or more of the employees assigned to any headquarters garage are called in for overtime work, the steward will also be called in. Whenever possible the employee regularly assigned to a piece of equipment or job will be called in if that equipment or job is needed.

5. Lunch periods shall be from 11:30 A.M. to 12:00 noon.

## **ARTICLE XVIII**

### **WORK EQUIPMENT ALLOWANCES**

1. The Employer shall furnish protective clothing to all employees who are required to operate the back of the Asphalt Distributor.

2. The Employer agrees to replace broken and worn out tools used by mechanics in the performance of their duties; provided, such tools are turned in to the stock clerk when there is a need for a replacement.

**ARTICLE XIX**  
**LONGEVITY PAY**

1. Longevity pay allowance shall be paid once each year between November 15th and December 15th. The amount will be based upon the employee's gross pay earned between November 1st of the previous year and November 1st of the year of payment. Payment will be made by separate check. In order to be eligible for the first level of longevity pay and subsequent higher levels, an employee must have five (5) years of service by his anniversary date of hire preceding November 1st of the year of payment. To be eligible for higher level he must have completed the tenth (10th) and fifteenth (15th) year of service by the anniversary date preceding November 1st of the year in which longevity payment is made.

2. Longevity allowance will be paid to all employees according to the following schedule based on the years of service as an employee:

5 - 10 Years	2%
10 - 15 Years	4%
15 and over	6%

**ARTICLE XX**  
**WAGE PLAN**

1. The following shall be the job classification and hourly base rates effective January 1, 1972:

No.	1972	1973
1. Temporary Employees -----	\$3.34	\$3.34
2. Probationary Employees -----	3.54	3.76
3. Janitorial -----	4.04	4.29
4. Light Truck—includes all categories not specified elsewhere	4.10	4.36
5. Sign Division -----	4.21	4.47

No.	1972	1973
6. Heavy Truck and Light Equipment —includes operators of tandem, semi-tractor, blade truck, distributor, pneumatic roller, shouldering machine, retread mixer, self-propelled chip spreader, steel rollers over 8 tons and tractor-loader-backhoe ..	4.42	4.70
<p>Those promoted to heavy equipment and the various grades of mechanic will start at 10c per hour under scale and will be advanced to full rate when they have demonstrated competence in all aspects of that classification. (This section overrides Article VIII(c))</p>		
7. Heavy Equipment—includes operators of gradall, hydraulic backhoe (3/8 cu. yd. or larger), grader, bulldozer, Crane and group leaders -----	4.63 (4.73)	4.92 (5.02)
<p>(Crane operators will get a 10c per hour premium over heavy equipment rate)</p>		
8. Assistant Mechanic, Tire Man and Assistant Welder -----	4.38	4.65
9. Mechanic and Welder -----	4.62	4.91
10. Chief Mechanic -----	4.89	5.19
11. Engineering Aid I -----	4.10 <sup>28</sup>	4.36 <sup>4.62</sup>
12. Engineering Aid II -----	4.31 <sup>49</sup>	4.58 <sup>4.84</sup>
13. Engineering Aid III -----	4.53 <sup>71</sup>	4.81 <sup>5.07</sup>
14. Stock Clerk -----	4.77	5.07
15. Weighmaster -----	4.82	5.12

Premium for night equipment maintenance crew will be 7% over daytime rate. This premium will be paid to all employees whose regular shift starts after 3:30 P.M.)

2. All cost of living increments paid previously to this contract are a part of each employee's base pay. A 6c per hour allowance to reflect the increase in the cost of living between June 1, 1971, and through December 31, 1971, will be paid. No temporary employee will receive cost of living increases for the duration of this agreement.

3. A cost of living allowance will be determined in accordance with changes in the Consumer Price Index (all cities), published by the Bureau of Labor Statistics, U. S. Department of Labor (1967) and hereinafter referred to as the BLS-CPI.

4. Beginning with the BLS-CPI published in December, 1971 (122.8), as a base, the rates will be adjusted up or down as indicated by the BLS-CPI published in February, May, August and November of each year.

5. An increase or decrease of three (3c) cents per hour will be allowed for each one (1) point change, or major fraction thereof, in the BLS-CPI. The change in rates will become effective at the beginning of the first pay period on or after March 1, June 1, September 1 and December 1 of each year included in this agreement. The employees base rate of pay shall not be less than the scale listed in paragraph one (1) above.

6. The amount of any cost of living allowance in effect shall be included in computing pay for overtime, vacation, holiday and call-in.

7. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS-CPI for any base month.

**ARTICLE XXI**  
**SAFETY COMMITTEE**

1. A Safety Committee composed of three (3) representatives designated by the Local Union and three (3) representatives of the Employer shall meet monthly at the times agreed upon by the Committee during regular day-time working hours. All employees shall meet semi-annually. The preparation of programs for these semi-annual meetings is the responsibility of the Safety Committee.

2. An employee shall wear a hard hat at all times, except when operating covered equipment. The Employer shall furnish each employee with one (1) hard hat. Any additional hats shall be at the expense of the employee unless the loss is justified satisfactorily to the Employer.

**ARTICLE XXII**  
**TRAINING PROGRAM**

An employee who is on a training program at the request of the Employer at a distance of fifty (50) miles or more from Saginaw, shall receive mileage at the rate of ten (10c) cents per mile in lieu of transportation furnished by the Employer; tuition; and Twelve and 50/100 (\$12.50) Dollars per diem for food and lodging. All charges and expenses must be verified by paid receipts furnished to the Employer.

**ARTICLE XXIII**  
**TERMS OF AGREEMENT**

1. This agreement as to terms, conditions and hours of employment shall be effective and shall remain in full force and effect without change,

addition, and amendment from January 1, 1972, to January 1, 1974, and automatically be renewed from year to year thereafter; provided, however, employee hourly wages only may be subject to renegotiation upon either party hereto serving written notice of intent thereof sixty (60) days prior to the expiration of the first year term, otherwise the parties hereto may not terminate, change or modify the agreement until written notice is served on the other party of its intent to terminate, change or modify at least sixty (60) days prior to January 1, 1974.

2. If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this agreement, the entire agreement shall not be invalidated, and the remaining articles and sections shall remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 8th day of February, 1972.

BOARD OF COUNTY ROAD COMMISSIONERS  
OF THE COUNTY OF SAGINAW, MICHIGAN

Lloyd C. Falkenhagen, Chairman

Archie Curtis, Secretary

LOCAL 1394, AFSC&ME, AFL-CIO

Roger Gosen, President

Merton Olson, Secretary