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**Agreement**

**Between**

**SHIAWASSEE COUNTY  
ROAD COMMISSION**

**And**

**SHIAWASSEE COUNTY  
ROAD COMMISSION EMPLOYEES**

**Chapter Of Local 1059**

**Affiliated With Council No. 55**

**AFSCME, AFL-CIO**

*Shiawassee Cnty Rd. Comm.  
112 E. McArthur St  
Corunna, Mich. 48817*

*Shiawassee Cnty Rd. Comm*

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## AGREEMENT

This Agreement entered into between the Shiawassee County Road Commission (hereinafter referred to as the "EMPLOYER") and the Shiawassee County Road Commission Employees Chapter of Local #1059, affiliated with Council #55, AFSCME, AFL-CIO, (hereinafter referred to as the "UNION").

(NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meanings but are for reference only).

### PURPOSE AND INTENT:

The general 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, and Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

#### 1. RECOGNITION. Employees Covered.

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive represen-

tative, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, of all employees of the Employer, except salaried personnel and district foremen.

## 2. AID TO OTHER UNIONS.

(a) The Employer will not interfere with, restrain, or coerce employees because of membership or lawful activities in the Union, nor will it, by discrimination, in respect to hire, tenure of employment, or any terms or conditions of employment, attempt to discourage membership in the Union.

## 3. UNION SECURITY. Requirements of Union Membership.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(c) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed

to meet the conditions of this section.

(d) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

(e) In recognition of the decision by the Michigan Supreme Court on November 29, 1972 in the case involving the Southgate School Board with respect to the validity of Union Security clauses in public employment under the Public Employment Relations Act of 1965 and, in particular, with reference to so-called Agency Shop clauses, the Union agrees that if it should be held that compliance by the Road Commission with any or all of the four preceding subsections of this Section 3 would, or does, constitute a violation of said Public Employment Relations Act, then the Union, including Council 55 and/or the International Union, if it requests or requires such compliance by the Employer, will fully indemnify the Employer as to any action it may take in so complying, including any back wages or damages it may be required to pay together with all costs, expenses and attorney fees incurred in defending any action brought against it as the result of or based upon, such compliance.

#### 4. UNION DUES AND INITIATION FEES.

##### (a) Payment.

Employees may tender the monthly membership dues either by paying them directly to the Financial Secretary of the Local or by voluntarily signing a proper Authorization for Check-Off of Dues form.

(b) Check-Off Forms. During the life of this Agreement the Employer agrees to deduct Union

membership dues levied in accordance with the Constitution and by-Laws of the Union from the pay of each employee who voluntarily executes and delivers to the Employer a proper Authorization for Check-off of Dues form.

(c) The provisions of this section do not apply to Initiation fees, which will be collected by the Union.

(d) When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the first pay of the month and each month thereafter.

(e) Deductions for any calendar month shall be remitted to the Financial Secretary of the Local accompanied by a list showing the names of employees from whose pay dues deductions have been made and the amount as to each. The remittance and list shall be sent as soon as possible after the first pay of each month.

(f) Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he serves upon the Employer a written Notice to discontinue deduction of dues.

(g) Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union.

(h) Indemnification. The Union, including Council 55 and/or the International Union, agrees, on the same basis and to the same extent as set forth in Section 3 above, to indemnify the Road Commission as to any liability it may incur to any

person by virtue of its compliance with any of the terms of this Section 4.

5. UNION BARGAINING COMMITTEE.  
Representation

(a) The Union shall be represented by three (3) committeemen. The Employer will negotiate with said representatives with respect to grievances as provided in the agreement, and/or the Local Union Officer, or their representative.

(b) The Committeemen, during their working hours, will be allowed a reasonable length of time, without loss of pay, to investigate and present grievances to the Employer. Before investigating a grievance, the Committeeman shall request approval of his absence from his immediate supervisor and shall likewise notify him on his return.

(c) The Union will promptly advise the Employer, in writing, as to the names of all Committeemen, Stewards and Officers of the Chapter, and of all changes therein as they occur. Upon receipt of such notification, the Employer will recognize such union representatives for the purposes of this Agreement and will be entitled to rely upon the last notification so given by the Union hereunder.

6. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Unit President and the Employer or its designated representatives, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance

and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. The Employer will give the Union a written answer to items covered by the Agenda. The answer will be given within 10 working days unless an extension is requested, in which case the answer will be submitted within 20 working days after the meeting.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

## 7. GRIEVANCE PROCEDURE.

A grievance is defined as a complaint against working conditions by an employee; a complaint of discrimination by an employee; disputes or complaints between the Employer and the Union; or disputes between employees; arising under and during the terms of this Agreement. It is mutually agreed that all grievance shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust grievances in an amicable manner between the Employer and the Union in the following manner:

Step 1. By conference between the aggrieved employee, the Committeeman and the Engineer. This conference shall take place within three (3) days after knowledge of the incident that led to the grievance.

Step 2. If the grievance is not settled in Step 1 above, the grievance shall be presented within three (3) days in writing to the Engineer, who shall then arrange a conference between the parties. The conference shall be held within fifteen (15) days after the knowledge of the incident that led to the grievance. This conference shall consist of a seven (7) man committee with three (3) representatives of the Union and three (3) representatives of the Board and the Engineer. The conference shall be held for the purpose of attempting to settle the matter in dispute. The Board representatives shall give their answer within five (5) working days after the conference.

Step 3. If the matter is not resolved under the procedures set forth in the two paragraphs above, then either party may refer the matter to the Michigan Employment Relations Commission with a request that said Commission mediate the dispute. Said request shall be in writing, shall state the issues to be mediated, and must be postmarked not later than ten (10) days after the Employers delivery of its answer provided for in Step 2 above. A copy of said request must be furnished to the opposite party at the same time it is mailed to the Employment Relations Commission.

#### TIME OF APPEAL

In the event that either party does not elect to take a grievance to the next higher step from Step 1 to Step 3, inclusive, within the time limits of the grievance procedure, the grievance shall be deemed to be settled unless otherwise stipulated.

#### 8. ARBITRATION.

(a) In the event that any grievance or dispute growing out of the interpretation or appli-

cation of this agreement is not settled through the procedures of the preceding Section, the Union may, within ten (10) working days from the conclusion of the last Step in said Section, request the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules then obtaining.

(b) All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Clerk of 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 ten (10) day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

(c) Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual written agreement of the parties.

(d) 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.

(e) 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.

(f) 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 assess damages, or to rule on any claim for money or benefits arising under an Insurance Policy (or Retirement claim or dispute). Any other dispute arising out of, or relating to, the interpretation or proper application of the Agreement, based upon a grievance of an employee alleging violation thereof, shall be deemed arbitrable hereunder. Either party shall have the right to secure, and enforce, subpoenas for such witnesses as are necessary to the full presentation of its case.

(g) No award involving wages due any grievant shall be made retroactive for more than thirty-one (31) days prior to the date the grievance was submitted in writing.

(h) In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring, or cause to be brought, 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 the party against whom it shall be made and the said party, after actual notice of same, shall, within a reasonable time, not to exceed two (2) days, fail to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

(i) The Union agrees, in consideration of the foregoing, that it will not cause nor permit its members to cause, nor will any member of the Union take part in, any sit-down, stay-in, slow-down or curtailment of work, or interference with the operations of the Road Commission, or picket its premises or operations until all of the procedure provided in Section 7 above has been exhausted

and not even then unless and until authorized by Council 55, and written notice of such authorization has been delivered to the Employer at least five (5) working days prior to such authorization. Provided however, that no such action shall be taken, permitted or authorized by the Union, at any time, in any case, which is not exempted from arbitration by subsection (f) above. The Union recognizes the statutory prohibition against strikes by public employees now existing under Michigan law.

#### 9. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an Employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

#### 10. COMPUTATION OF BACK WAGES.

No claim for back wages or other claim based thereon shall exceed the amount of wages the employee would otherwise have earned during the period in question, which shall, in no event, include any period extending more than 31 days prior to the date the grievance was first filed in writing. Both straight time and overtime shall be taken into account in computing the amount due.

#### 11. DISCHARGE AND DISCIPLINE.

(a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the employee of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or dis-

cipline with the committeeman and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative, will discuss the discharge or discipline with the Employee and the committeeman.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined Employee or the committeeman consider the discharge to be improper, a complaint shall be presented in writing through the committeeman to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the Complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past Record. Any subject matter that could be construed to be detrimental to the employee's future promotion, transfer, present or future employment, such employee shall be notified in writing.

(e) In any consecutive 24 months period any reprimands will be forgotten at the end of the 24 months period, excluding reprimands for drinking of alcoholic beverages.

## 12. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The calendar days' probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, by accumulating ninety (90) calendar

days of employment within not more than one year (1) he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

(b) 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, except discharged and disciplined employees for other than union activity.

(c) Seniority shall be on a unit wide basis, in accordance with the employee's last date of hire.

### 13. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, creed, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Union with up to date copies at least once a year.

### 14. LOSS OF SENIORITY.

Seniority shall prevail on a unit-wide basis, unless seniority is lost for one of the following reasons:

1. Employee quits.

2. Employee is discharged for just cause.

15. SENIORITY OF COMMITTEEMEN.

Notwithstanding their position on the seniority list, committeemen shall, in the event of a layoff, be continued at work, on a County-wide basis, as long as there is a job which they can perform. They shall be recalled to work on a county-wide basis on the first open job which they can perform.

16. SENIORITY OF OFFICERS.

Notwithstanding their position on the seniority list, the officers of the Chapter (President, Vice-President, Recording Secretary, Financial Secretary), and officers of Local #1059 (President, Recording Secretary and Financial Secretary), if employed by the Employer, and if they are also Committeemen-Stewards, shall, in the event of a layoff, be continued at work at all times, provided they can perform any of the work available.

17. SUPPLEMENTAL AGREEMENTS.

Waiver and Supplemental Agreements. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Road Commission and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be

obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed this Agreement. Provided, however, that if the parties shall voluntarily agree upon a supplemental agreement, it shall not become effective unless and until ratified by the Road Commission by appropriate Resolution and by Council 55 and/or the International Union, within twenty-one (21) days after ratification by the Chapter. Written notice of such ratifications must be given to the other party.

#### 18. LAYOFF DEFINED.

(a) The word "Layoff" means a reduction in the working force due to a decrease of work.

(b) If a layoff becomes necessary, employees will be laid off as follows:

(1) Temporary Employees (Those referred to in Appendix C) will be laid off first.

(2) If a further reduction is necessary, Probationary Employees will be laid off, in any order.

(3) If a further reduction is necessary Seniority Employees will be laid off in reverse order of seniority providing employees so retained are immediately qualified to perform the remaining work without training. Any disputes concerning layoffs under this paragraph may be submitted to the grievance procedure at Step 1.

(c) Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days notice of layoff. On the same date layoff notices are issued to employees, the Employer will deliver to the Recording Secretary of the Chapter a list of employees being laid off. Said list will be deemed correct unless a grievance specifying any error is filed under Step 1 of Section 7 above.

(d) If, at the time of layoff, two or more employees affected have the same seniority date, their seniority ranking shall be determined by the drawing of lots.

#### 19. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority to any available work they are capable of performing. Notice of recall shall be sent to the employee at his last known address by registered or certified mail and a copy delivered to the Recording Secretary of the Chapter. Any claim of error in recall must be processed as a grievance within the time specified in Section 7. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered as a quit.

#### 20. TRANSFERS.

(a) Temporary transfer of Employees. If an employee is transferred temporarily to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, his seniority shall continue to accumulate while he is in such excluded position and he shall retain all rights to benefits which accrue under this Agreement on the basis of seniority.

Such transfers will not be made except with the consent of the employee involved and shall not exceed ten (10) consecutive working days.

(b) Any seniority accumulated prior to the effective date of this contract will be recognized.

(c) Permanent Transfer of Employees. If an employee is transferred to a permanent position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall not accumulate seniority for purposes of job bidding while working in the position to which transferred. Employees transferred under the above circumstances shall retain all other rights accrued for the purposes of any benefits provided for in this agreement.

(d) The Employer agrees that in any movement of work not covered above in Section 20 (a) and (c), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(e) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in each building in the unit at least seven (7) calendar days prior to filling such vacancy or newly created position.

(f) In case of liquidation of all or part of a classification, injury on the job, or sickness, an employee may bump laterally or downward into a classification that his seniority will place him.

(g) The Employer agrees that, in any classification involving the operation of Equipment, it will endeavor whenever practical, during regular time hours, to retain the senior operator, and to

reduce the number of operators in reverse order of seniority, but this shall not preclude the assignment of operators to other work as needed.

Further, the junior operator will not be displaced under this subsection where the job to which he is assigned is within one week of completion.

## 21. PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days on the union bulletin board. Employees interested shall apply within the seven (7) calendar day posting period and the promotion shall be awarded within seven (7) calendar days after the close of the posting period. The employee awarded the promotion shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.

2. His ability to perform the job. If the employee is found unable to perform the job in a satisfactory manner, he may be removed from it at any time during the trial period and will revert to his former classification.

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

(b) During the four (4) week trial period, the Employee shall have the opportunity to revert back to his former classification. The employee will notify the Employer, in writing, as to his

reasons for not wanting to remain in the classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the union. The matter may then become a proper subject for the second step of the Grievance Procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) If an employee is awarded a vacancy under the provisions of this section, whether to a higher rated classification or laterally or downward, he shall retain that classification for a period of not less than six (6) months before he may again bid to a lateral or lower classification, unless the employee can establish health reasons for seeking the changes or gross earnings are higher in the other classification.

## 22. VETERANS.

(a) Employees entering into the Armed Forces shall retain all continuing seniority rights while serving in the Armed Forces if application for reinstatement is made within one hundred and twenty (120) days of Honorable Discharge, or one hundred and twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

## 23. VETERANS LAW.

Except as hereinbefore provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.

## 24. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty in the Reserves or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit. In exceptional cases an extension may be granted.

## 25. LEAVE OF ABSENCE.

All requests for leaves of absence will be made in writing. Leaves of absence for reasonable periods not to exceed two (2) years will be granted without loss of seniority for:

1. Serving in any elected position (Public or Union).
2. Illness Leave (Physical or Mental).
3. Prolonged illness in immediate family.

A doctor's statement will be required for items two and three above. Such leave may be extended for like cause.

During a leave of absence, no fringe benefits will be available to an employee unless sick leave or vacation days are being used. After such leave and vacation days are exhausted, fringe benefits will stop. An employee may continue under the Employer's life insurance and Blue-Cross, Blue-Shield program by payment of the full monthly cost himself.

#### 26. LEAVE FOR UNION BUSINESS.

(a) Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority and classification.

(b) Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions.

#### 27. SICK LEAVE.

All members covered by this agreement shall accumulate one sick leave day per month, not to exceed twelve days per year, with 120 days maximum accumulation. A Doctor's certificate will be required if demanded by management. 100% of all unused sick leave days will be paid upon retirement at age 62, or retirement under the Michi-

gan Municipal Employees Retirement System. Upon death of an employee, all unused sick leave will be paid at the prevailing rate to the employee's beneficiary. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement, and will be construed as days worked specifically.

Employees shall be paid for their regular hours of work on the day when the employee is injured on the job or if he has become ill on the job.

In case of illness, the employee shall inform his immediate superior of his inability to work because of such illness, before his regular starting time.

The Employer will pay to each employee 50% of his unused sick leave that he accumulates over 120 days. The payment will be made each year on the third pay in the month of December.

Beginning in 1974 two (2) Personal Leave days a year, to be deducted from sick leave, are made available.

#### 28. FUNERAL LEAVE.

Employees who attend the funeral of a member of their immediate families shall be allowed three (3) working days without loss of pay, as funeral leave, which is not to be deducted from sick leave. Immediate family is defined as follows: Mother, Father, Sister, Brother, Wife, or Husband, Son or Daughter, Mother-In-Law, Father-In-Law, Grandparents and Grandchildren.

(a) Beginning in 1974, such employees who attend the funeral of a Brother-In-Law or Sister-

In-Law, Grandparent-In-Law, Step Mother, Step Father, Step Brother or Step Sister shall be allowed one (1) working day without loss of pay as funeral leave, which is not to be deducted from Sick Leave. If such funeral takes place outside the State of Michigan an additional two (2) days of funeral leave will be granted under this subsection.

#### 29. HOURS OF WORK.

It is understood and agreed that all employees shall work 8 hours per day, from 7:00 A.M. to 3:30 P.M. five days per week, for a total of 40 hours per week, at regular pay rate. A half hour each day will be taken for a lunch period. The following exceptions will be observed:

1. Mechanics and Janitor - 9 hours per day, from 6:00 A.M. to 3:30 P.M. five days per week, for a total of 45 hours per week at regular pay rate.

2. Night man - 8 hours per day, from 4:00 P.M. to 12:30 A.M., five days per week, Monday through Friday, for a total of 40 hours per week at regular pay rate. One half-hour will be taken for a lunch period.

3. Night Patrol - 8 hours per day, from 10:30 P.M. to 7:00 A.M., six days per week, Monday through Saturday, for a total of 48 hours per week at regular pay rate, one half hour will be taken for a lunch period.

4. All employees will be entitled to one rest period of fifteen (15) minutes during the first half of a shift and one of fifteen (15) minutes during the second half of the shift as near as may be practicable to the middle of each half shift. Such rest periods will be taken on

the job. Employees shall not congregate, nor park Road Commission Equipment, at or near coffee houses or restaurants or deviate from prescribed work routes for this purpose, except during emergency overtime periods.

### 30. TIME AND ONE-HALF.

Time and one-half will be paid as follows:

(a) For all hours worked before or after their regular work schedule.

### 31. CALL IN.

Any employee is entitled to compensation for a minimum of four (4) hours time for each response to call to active duty. This section does not apply to extra time which may be worked merely as an extension of the normal working period.

### 32. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as: New Years Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Veterans Day and Christmas Day. Employees will be paid an amount equal to the number of hours in their regular daily schedule times their regular straight time rate for such holidays.

(b) Should a Holiday fall on Saturday, then the preceding Friday will be considered the Holiday. Should a Holiday fall on Sunday, the following Monday will be considered the Holiday.

(c) Holiday Pay: The employee must be present the preceding work day before a holiday and

the succeeding work day after a holiday or be on approved leave. Otherwise, no holiday pay will be granted.

(d) If weather and road conditions are such as to make it practical without risk to the traveling public, all employees will, at the discretion of the Employer, be given a half day off before Christmas and a half day off before New Years unless said half days fall on a day that is not a regular workday. They are not considered as Holidays, no additional amount will be paid with respect to them, and if employees are required, due to adverse weather conditions, to return to work during either of said half days, it will not be considered as a call-in under Section 31 of this Agreement.

### 33. VACATION ELIGIBILITY.

All employees with one year but less than two years of continuous service will be entitled to six (6) working days vacation with pay. All employees with two years but less than three years of continuous service will be entitled to seven (7) working days vacation with pay. All employees with three years but less than four years of continuous service will be entitled to eight (8) working days vacation with pay. All employees with four years but less than five years of continuous service will be entitled to ten (10) working days vacation with pay. All employees with five years but less than ten years of continuous service will be entitled to twelve (12) working days vacation with pay. All employees with ten but less than fifteen years of continuous service will be entitled to fifteen (15) working days vacation with pay. All employees with fifteen or more years of continuous service will be entitled to twenty (20) working days vacation with pay.

#### 34. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency of the operation of the department concerned.

(b) On or before the first day of May of each year, each employee shall designate, by written request, the days and the month he wishes to have for vacation. These shall be tabulated as soon as possible and if too many vacations are asked for in the same period of time, the employees with the most seniority shall have first choice of vacation time. Employees may exchange vacation periods upon approval of the Engineer.

(c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

(d) A vacation may not be waived by an employee and extra pay received for work during that period.

(e) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(f) If an employee is laid off, retires, or terminates his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(g) Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

### 35. UNION BULLETIN BOARDS.

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

### 36. RATES FOR NEW JOBS.

When new equipment is placed in operation, or new jobs are created, which cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

### 37. TEMPORARY ASSIGNMENTS.

(a) Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such jobs. Such employees will receive the rate of pay of the higher classification.

(b) Any employee required to work continuous time in a classification higher than his regular classification for more than one pay period shall receive the rate of pay for the higher classification whenever, thereafter, he performs such work.

#### 38. JURY DUTY.

An employee who serves on Jury Duty will be paid the difference between his pay for jury duty and his regular pay.

#### 39. SAFETY COMMITTEE

A Safety Committee consisting of the Bargaining Committee (as established under Section 5) and of representatives of the Employer is hereby established. The Committee shall meet as required during regular daytime working hours without loss of pay for the purpose of making safety recommendations to the Employer. The Employee representatives on the Committee shall be allowed such reasonable amounts of time as the Safety Committee shall agree upon to investigate matters pertaining to the safety of Employees and will not lose pay for time so spent during regular working hours.

#### 40. HOSPITALIZATION.

The Employer agrees to pay the full premium of hospitalization medical coverage for the employee and his immediate family, the plan to be Blue Cross-Blue Shield comprehensive hospital, semi-private coverage, riders D-45NM, IMB, DCCR; MVF-1, riders ML, OB, DC; prescription drug program - \$1.25 co-pay; master medical + N4. This coverage shall be applied to all seniority employees.

41. WORKMEN'S COMPENSATION.  
On-the-job injury.

Each employee will be covered by the applicable Workman's Compensation Laws. The Employer further agrees to pay to an employee being eligible for Workman's Compensation income, an amount sufficient to make up the difference between Workman's Compensation and his regular weekly income.

42. LIFE INSURANCE COVERAGE.

The Employer agrees to make available to each seniority employee who applies therefor a term life insurance policy, including an Accidental Death and Dismemberment Clause, in the amount of six thousand dollars (\$6,000.00). The Employer will pay the full premium on each such policy during the time the employee is actively at work and for a period of three (3) months thereafter if the employee remains on the seniority list during that period.

43. EQUALIZATION OF OVERTIME HOURS.

(a) Overtime hours shall be divided as equally as practicable among employees within each of the following groups:

<u>Group Number</u>	<u>Group</u>
(1)	Grader Operators
(2)	Hydro Operators
(3)	Salters
(4)	Front End Loaders
(5)	Plow Trucks
(6)	Mechanics
(7)	Extra men

(b) An up to date list showing overtime

hours will be posted weekly on the bulletin board. Whenever overtime is required, the person with the least number of overtime hours charged to him in the group involved, and regardless of seniority, will be called first, and so on down the list, in ascending number of hours charged, in an attempt to equalize such hours.

(c) This section shall only require equalization as near as may be practical over a period of time, as follows -- at the end of the three month period ending April 1, 1973, and at the end of twelve month periods ending April 1 of each year thereafter, all hours charged on the list will be cancelled and a new list posted showing all employees in each group at zero hours at the beginning of the period.

(d) For the purpose of this clause, time not worked because the employee was unavailable or did not choose to work, will be charged the average number of overtime hours of the employees working during that callout period.

(e) Operators in Group (1) above who are assigned to a particular district will be given overtime on maintenance operations occurring therein in preference to Grader Operators not regularly assigned to such District.

(f) Construction operations involving overtime hours will be assigned to the District grader operator in whose District the work occurs, or a grader operator from the central garage, whichever has the lower number of overtime hours. This subsection also applies to winter maintenance operations on State Trunklines.

(g) The extra men group (#7 above) consists of all employees not covered in the first 6 groups, excluding the wrecker operator. Overtime equalization within group 7 will be within the skill

group and pay rate of the extra men involved.

(h) If an employee is on sick leave, on vacation, or on approved leave, he will not be charged for overtime hours not worked during such absences.

(i) If an employee bids into another group, the number of overtime hours charged to him in the new group will be either the average number of such hours then charged to all other employees in the new group or the number of such hours charged to the employee in the old group, whichever is greater.

#### 44. APPENDIXES.

The following appendixes are incorporated and made a part of this Agreement.

Appendix A. Pensions.

Appendix B. Classifications and Rates, Job Description.

Appendix C. Temporary Employment Status.

Appendix C. Cost of Living.

Appendix E. Uniforms.

#### 45. RATIFICATION.

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before January 2, 1973, and the International Union and its Local Union will recommend to the employees that it be ratified.

#### 46. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 P.M. December 31, 1974.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) day's written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to Council 55, 1034 N. Washington, Lansing, Michigan and Walter Smalley, 11351 Johnstone Road, Owosso, Michigan and if to the Employer, addressed to Shiawassee County Road Commission, 112 E. McArthur Street, Corunna, Michigan 48817, or to any such address as the Union or the Employer may make available to each other.



APPENDIX A

OLD AGE AND DISABILITY PENSION PLAN

The Company has agreed to adopt the Michigan Municipal Employees Retirement System as of January 1, 1951. Effective February 1, 1969 Benefit C-1 was made effective. The provisions of Act 88 of Public Acts of 1961, as amended, are adopted, effective January 10, 1973.

APPENDIX B

<u>GRADE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	<u>TYPE OF WORK</u>
4	Common Laborer	4.35	Tankcar Heater Laborer Janitor
5	Semi-skilled Laborer	4.40	Bridge & Culvert Laborer
6	Light Equipment Operator	4.53	Chip Spreader Dump Truck Spray Truck Roller Mower Flat Rack Sign Erector Assistant Special Maintenance Laborer
6A	Tandem Dump	4.58	Tandem Dump

7	Hydro Operator Labor Foreman	4.64	Hydro Truck Tractor-Backhoe Labor Foreman Painter Distributor Wrecker Bridge Truck Night Man Night Patrol
7A	Tandem Hydro	4.69	Tandem Hydro
8	Mechanic I Front-End Loader	4.70	Mechanic I Front-End Loader
9	Heavy Equipment Operator	4.76	Bulldozer Shovel Grader Sign Erector
10	Mechanic II	4.78	Mechanic II
11	Utility Foreman	4.88	Blacktop Foreman Bridge & Culvert Foreman

The foregoing rates include the existing Cost-Of-Living Allowance in the amount of \$0.39 per hour which now becomes a part of base hourly rates, and a general rate increase of \$0.25 per hour, effective January 1, 1973.

Effective January 1, 1974, the above listed rates will be increased by \$0.21 per hour.

#### APPENDIX C

1. With respect to the hiring of temporary employees commonly referred to as students, we agree that the period of their employment will be confined to those months during the year when

schools, colleges, and universities are not in session.

2. It is understood that the provisions of this Agreement entered into between the parties, dated **MARCH 15**, 1973 do not apply to these temporary employees.

3. The Employer agrees that, in no event will it pay any temporary employee an hourly rate in excess of that rate shown for Common Laborer in Appendix B.

#### APPENDIX D

#### COST OF LIVING.

Section 1. All employees covered by this Agreement, shall be covered by the provisions for a cost-of-living allowance, as set forth in this section. The amount of the cost-of-living allowance shall be determined and redetermined on the basis of the United States Consumer's Price Index for Urban Wage Earners and Clerical Worker Families, including Single Workers. "All Items".

(a) The United States Department of Labor, Bureau of Labor Statistics, "Consumers" Price Index, (1967=100) United States - All Cities, hereinafter referred to as the "Index", shall constitute the controlling Index.

(b) Cost-of-living adjustments shall be made on the basis of changes in the "Index" quarterly, with the beginning of the first pay period after January 1, 1973 and quarterly thereafter during the life of this Agreement and in accordance with the following provisions:

Effective Date of  
Adjustment - First  
Pay Period beginning  
on or after:

Based Upon  
B.L.S. Consumers'  
Price Index for the  
preceding:

January 1st  
April 1st  
July 1st  
October 1st

October  
January  
April  
July

(c) In the event the B.L.S. does not issue a revised Consumers' Price Index on or before the beginning of the pay period, any adjustments required will be made at the beginning of the first pay period after receipt of index.

(d) No adjustments, retroactive or otherwise, shall be made, due to any revision which may later be made in the published figures for B.L.S. Consumers' Price Index for any base month.

(e) To determine the Base Index figure, the parties adopt the Index for the month of January, 1970, namely 113.3, which corresponds to the Index figure of 131.8 on the 1957-1959 base.

(f) For each 0.4 point change in the Index, a \$0.01 increase or decrease will be made.

(g) In no event will a decline in the Index below the Index figure of 126.2 provide a basis for reduction in the base hourly rates in effect under this Agreement.

(h) Notwithstanding the foregoing provisions of this Appendix, the parties recognize the limitations placed upon wage increases now in existence under Federal Law and therefore agree that increases resulting from the operation of this Appendix will be limited to those permissible under the Pay Board guidelines.

## APPENDIX E

### UNIFORMS

The Employer will furnish the following uniforms:

1. Garage crew and night men - three changes per week
2. Wet suit for mechanics.
3. Distributor operators - clothing and shoes as needed.

LETTER OF UNDERSTANDING  
BETWEEN  
SHIAWASSEE COUNTY ROAD COMMISSION  
AND  
LOCAL 1059, MICHIGAN COUNCIL #55  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Re: Emergency Employment Act.

In order that the basic principles and intent of the Emergency Employment Act of 1971 be followed to the letter and spirit of the Act, and to assure that the purpose and scope of the Act are strictly adhered to and fulfilled, the parties to an existing collective bargaining agreement do hereby agree to the following:

1. Persons employed through the use of E.E.A. funds shall be treated in all respects as regular employees and shall be covered by and comply with all terms and provisions of the existing (**MARCH 15**, 1973) collective bargaining agreement between the parties.

2. Persons employed through the use of E.E.A. funds shall be treated the same as all other employees in all respects including the length of the probationary period and their seniority date.

3. In the event of vacancies caused by promotion, transfer, retirement, death, severance or discharge, movement to vacant positions shall be in accordance with the provisions of the agreement language governing promotions, transfers and filling of vacancies.

4. In the event of a reduction in the work force resulting from the lack of work or loss of funds, employees shall be laid off in accordance with the provisions of the agreement governing lay

offs and seniority principles shall be strictly adhered to.


The parties further agree that it is not their intent to replace or displace through the use of E.E.A. funds, either in whole or in part, in any way, currently employed workers employed on the effective date of this agreement, or to cause the loss of work or wages or employment benefits of the same.

FOR LOCAL 1059,  
COUNCIL #55  
AFSCME, AFL-CIO

FOR THE EMPLOYER  
SHIAWASSEE COUNTY  
ROAD COMMISSION

Matt J. Smalkey  
Unit Chairman

Clarence Kirkman

  
Staff Representative

Dated this 15 day of MARCH, 1973.

ia/opeiu42aflcio/10471

SUPPLEMENTAL AGREEMENT  
TO SHIAWASSEE COUNTY ROAD COMMISSION CONTRACT

FEDERAL AID EMPLOYEES

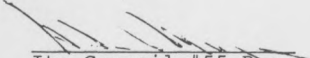
EMPLOYEES HIRED

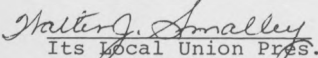
UNDER EMERGENCY EMPLOYMENT ACT 92.54

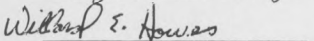
(a) These employees have been hired under Grade #4 classification of this contract and will be permitted the use of hand tools, chain saws and pickups for transportation use to and from job.

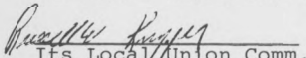
(b) Grade #4 classification for these employees will consist of roadside cleanup, and roadside brushing.

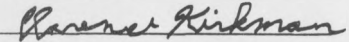
THE BOARD OF SHIAWASSEE  
COUNTY ROAD COMMISSIONERS

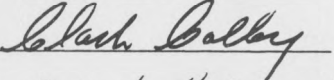
  
Its Council #55 Rep.

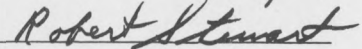
  
Its Local Union Pres.

  
Its Local Union Comm.

  
Its Local Union Comm.

  
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Dated this 15 day of MARCH, 1973.