

12/31/97

AGREEMENT

BETWEEN

GOGEBIC COUNTY ROAD COMMISSION

AND

LOCAL #662

GOGEBIC COUNTY ROAD COMMISSION EMPLOYEES

Affiliated With

Michigan Council #25, American Federation of State,
County, and Municipal Employees, AFL-CIO

Gogebic County Road Commission

1911/12

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Michigan State University
LABOR AND INDUSTRIAL
RELATIONS DEPARTMENT

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THIS AGREEMENT, made and entered into this 1st day of January, 1996 by and between the Gogebic County Road Commission, hereinafter referred to as the "Employer" and Local #662, Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1. 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, the 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.

ARTICLE 2. NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination.

ARTICLE 3. CAPTIONS

The captions used in each Section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

ARTICLE 4. GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5. RECOGNITION

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 representative 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 included in the bargaining unit, excluding administrative employees, foremen, shop foremen, superintendent, assistant superintendent, engineers, clerical employees and part-time and temporary employees.

ARTICLE 6. EMPLOYEE'S RESPONSIBILITIES

The Union agrees that its members will perform efficient services and use its best efforts to protect property and interests of the Employer, and will cooperate with the Employer in the performance of their duties.

ARTICLE 7. ABSENTEEISM

Due to the importance of continuity of public safety, it is expected that employees work their scheduled working hours.

ARTICLE 8. MANAGEMENT RIGHTS

Section 1. The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

Section 2. Except as modified by this Agreement, the Employer retains the right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included only by way of illustration is the right to; establish classifications of work; to determine the nature and number of facilities and departments to be operated and their location; to manage and control its operations efficiently and economically; to establish reasonable work rules, policies and regulations; to study and introduce new or change or eliminate and control work; methods and equipment, materials, tools, machinery and supplies; to determine the quantity and quality of service to be rendered; to contract or sub-contract or purchase any or all work or the construction of any new facilities or the improvement of existing facilities, to determine the size of the work force and increase or decrease its size, to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked and to establish work schedules.

Section 3. The Employer, except as modified by this Agreement, shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; make judgments as to ability and skill.

ARTICLE 9. NO STRIKES

(a) The Employer will not lock out employees during the term of this Agreement. The Union agrees that there will be no strike, sit-downs, stay-ins, slow-downs of work or picketing during the term of this Agreement.

(b) It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a strike.

ARTICLE 10. SENIORITY, PROBATIONARY EMPLOYEES

(a) Employees hired by the Employer as regular employees shall be on probation for a period of six (6) months. During such probationary period, the Employer may layoff or dismiss any probationary employee with or without cause, except that no such employee shall be laid off or dismissed for engaging in lawful Union activities. If any such employee is retained by the Employer after the expiration of the probationary period, he shall be credited with seniority from the date of his employment. 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 as set forth in Article 5 of this agreement.

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

ARTICLE 11. PART-TIME AND TEMPORARY EMPLOYEES

(a) All employees not specifically hired by the Employer as regular employees shall be classified as temporary or part-time employees, shall not acquire any seniority and may be laid off or dismissed by the Employer with-
out cause, except that no such employee shall be laid off or dismissed
engaging in lawful Union activities.

(b) The Union will be notified whether an employee is temporary. Such employees will not be employed for more than one hundred twenty (120) working days in one (1) calendar year.

(c) Part-time and temporary employees may be used for the purpose of filling in as a result of absences of regular full-time employees, and other than this Article, the provisions of this Agreement do not apply to part-time and temporary employees.

ARTICLE 12. SENIORITY LIST POSTING

The Employer agrees to post and update annually a seniority list by seniority. An employee's standing on the published list will be final unless protested in writing within twenty (20) working days, to the Employer's personnel office after the list has been posted on the Employer's bulletin board. The list will show the date of hire, names and current job titles of all employees of the unit entitled to seniority.

ARTICLE 13. LOSS OF SENIORITY

An employee's seniority and employment may be terminated if:

1. the employee quits;
2. the employee is discharged for cause;
3. is absent from work for three (3) consecutive working days without good cause or without notifying the Employer in advance of such intended absence;
4. the employee gives a false reason in requesting a leave of absence;
5. a settlement with the employee has been made for total disability;
6. the employee is laid off, or has not, for any reason except as provided in Article 32, Leaves of Absence, worked for the Employer for a continuous period of twenty-four (24) calendar months;
7. the employee is retired;
8. the employee falsified pertinent information on his application for employment;
9. drinking intoxicating beverages while on duty.

ARTICLE 14. UNION SECURITY. Agency Shop.

(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 or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing six (6) months after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) 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 or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing after the sixth (6th) month following the beginning of their employment in the unit.

ARTICLE 15. DUES CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Paragraph D), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certification by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See Attached.

ARTICLE 16. REPRESENTATION FEE CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in written authorization in accordance with the standard form used by the Employer herein (see Paragraph D), provided, the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 15 of the contract.

(c) The Employer agrees to provide this service without charge to the Union.

(d) See attached.

ARTICLE 17. REMITTANCE OF DUES AND FEES

(a) When Deductions begin.

Check off deductions under all properly-executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officers.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deduction and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 18. SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges, or attempts to discharge any employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of the Agreement.

ARTICLE 19. UNION REPRESENTATION

A. Stewards, Alternate Stewards and Local President.

1. The employees covered by this Agreement will be represented by five (5) Stewards and five (5) alternate Stewards. The Union shall have the exclusive right to assign said Stewards and shall assign at least one (1) Steward to each garage.

2. The Employer will be notified of the names of the Stewards and alternate Stewards who would serve only in the absence of a regular Steward, and the Employer shall not be required to recognize or deal with any employee other than the ones so designated.

3. The Steward, or alternate Steward shall represent the employees in his garage and shall be authorized to resolve grievances on behalf of such employees in any step of the grievance procedure provided herein. In the event both the Steward and the alternate Steward are absent from work the nearest Steward may represent the employees of that garage. The Local President shall be authorized to resolve grievances on behalf of the bargaining unit.

4. The Local President, Steward and alternate Steward shall first receive permission from his immediate supervisor to leave his work station. The Local President, Steward and alternate Steward, during working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

B. Union Bargaining Committee

1. Employees covered by this Agreement will be represented in negotiations by five (5) negotiating committee members.

2. All bargaining by the parties shall commence during the regular work day unless mutual agreement is reached to commence bargaining at other times.

3. Members of the bargaining committee shall be paid straight time for all regular work hours lost in the negotiations.

ARTICLE 20. SENIORITY OF OFFICERS AND STEWARDS

The Local President, the Local Secretary, the Chief Steward and all other Stewards, but not alternates, in that order, shall head the seniority list of the Unit, during their term of office. This Article applies only to layoffs.

ARTICLE 21. ACCESS TO OPERATIONAL PREMISES

Representatives of the Union may enter the operational premises for any Union business; provided they have secured prior permission from the office of the Employer. The Employer may grant permission to the Union representative to visit the employees for the above purpose at a mutually agreeable time and place. This permission will not be unreasonably withheld by the Employer.

ARTICLE 22. HOURS OF WORK

A. The work week shall consist of forty (40) hours or five (5) days, Monday through Friday. The work day shall consist of eight (8) consecutive hours with a paid fifteen (15) minute lunch break, including travel time, during each shift. Whenever possible the lunch period shall be scheduled at the middle of each shift.

B. All employees' work schedules shall provide for a fifteen (15) minute on-the-job rest period during the first half of the shift. The rest period shall be scheduled by the Foreman, when practical in the middle of the first half of the shift. Allow for the continuous operation of the crusher and its crew by staggering the crew coffee breaks.

C. It is hereby agreed that (if on Saturday and/or Sunday nights and/or holiday), if the weather forecast is to go below a minus ten degrees Fahrenheit (-10°F); and if determined necessary by the superintendent or assistant superintendent, then the Union man with the lowest amount of overtime in the Bessemer garage will be called in to work a minimum of six hours per shift. The work would consist of any of that work that was previously performed by the boilerman and/or any jobs in that employee's classification.

D. Eight (8) consecutive hours within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

E. Work schedules showing the employee's shifts, work days and hours shall be posted on all garage bulletin boards at all times. All employees shall have a regular work shift and each shift shall have a regular starting and quitting time except for emergencies. Changes in establishing times will be made by mutual agreement.

F. If employees work less than the hours prescribed above they will be governed by Article 30, Layoff and Article 8, Management Rights.

G. The Employer agrees to pay each employee who works the second or third shift as part of their regular eight (8) hour day or forty (40) hour week a premium of five cents (5¢) per hour for the second shift and ten cents (10¢) per hour for the third shift.

H. The Superintendent/Engineer may establish two (2) shifts for the crushing operations and the working hours to be by mutual agreement between the crews and the Superintendent/Engineer. Assignments to be made on the basis of seniority.

ARTICLE 23. REPORTING TIME

Employees not reporting for work shall notify their Foreman prior to their scheduled starting time; and shall advise him as to the reason for their inability to work.

An employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to, at least four (4) hours' work on the job for which he was scheduled to report.

If work on the job is not available, the employee shall be excused from duty and paid, at his regular rate, for four (4) hours' work at the appropriate rate (straight time or overtime) whichever is applicable.

When an employee reports for and starts to work as scheduled and is excused from duty before completing four (4) hours' work, the employee shall be paid, at his regular rate, for four (4) hours' work at the appropriate regular rate, straight time or overtime - whichever is applicable.

Employees called back after completing their work day will be guaranteed a minimum of four (4) hours at their regular rate of pay. An employee called out in advance of his regular shift will have the option of working the whole of his succeeding regular shift in addition to such extra time, but if he elects not to work the whole of such regular shift, he shall give his foreman two (2) hours' notice that he wants to be relieved from duty. The foreman shall have the option of relieving such employee after twelve (12) hours of continuous duty.

ARTICLE 24. CALL TIME

Any employee called to work outside of his regularly scheduled day shall be paid for a minimum of three (3) hours at his regular rate of pay or overtime rate, whichever is applicable.

ARTICLE 25. OVERTIME

(a) Hours paid in excess of forty (40) hours per week shall be paid at the overtime rate of time and one-half.

(b) Overtime work will be paid upon the approval of the Foreman.

(c) There shall be no pyramiding of overtime.

(d) The Working Foreman be permitted to work on scheduled overtime in his last union job classification prior to becoming a working foreman with that rate of pay.

ARTICLE 26. EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among employees in the same classification in their garage. An up-to-date list showing overtime hours will be posted normally every two (2) weeks but in any event within four (4) weeks in a prominent place in each garage.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their garage will be called first and so on down the list in an attempt to equalize the overtime hours. If no one is available in that garage, in that classification, the Employer shall go to the other two (2) garages staying within that classification. This section applies only to the Ironwood, Bessemer and Wakefield garages. If no one is available in that particular classification in the above three garages, then the employee with the lowest amount of overtime in the original garage, capable of performing the work, will be called.

For the purpose of this clause, time not worked because the employee was unavailable, or he did not choose to work, he will be charged the average number of overtime hours of the employee working during that call-out period.

Overtime hours will be computed from January 1 through December 31 each year.

ARTICLE 27. EMERGENCY CALL-OUTS

Employees shall be required to respond to emergency call-outs or emergency overtime work as required by the Employer if available.

Inverse seniority within the garage shall be used if no one is available and this call-out shall be mandatory unless the employee has a valid reason why he cannot respond.

ARTICLE 28. DISCHARGE AND SUSPENSION

(a) The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing the employee and his Steward of the discharge or suspension. Said written notice to the employee shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward if his Steward or alternate Steward is available. The Employer will make the Steward or alternate Steward available as soon as possible but in any event within that work day, and at that time, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward or alternate Steward.

(c) Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to the Second Step of the grievance procedure.

(d) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

ARTICLE 29. WORK PERFORMED BY SUPERVISORS

Supervisory non-bargaining unit members shall not be permitted to perform work within the bargaining unit, except, in cases of emergency arising out of an unforeseen circumstance which calls for immediate attention, instruction or training of employees, including demonstrating the proper method to accomplish the task assigned, the transportation of supplies and materials, during the course of regular duties and with their assigned vehicle. In the event this system should prove unsatisfactory the parties shall meet to work out a solution.

ARTICLE 30. LAYOFF

(a) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least ten (10) working days prior to the effective date of layoff provided the Employer has had sufficient advance notice to meet this time limit. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. Should the Union desire to file a grievance in reference to this Article, it shall be started at the second step of the grievance procedure.

(b) Layoff of employees shall be by County-wide seniority, and the following order shall be followed:

1. Probationary employees;
2. remaining seniority employees shall be laid off in the inverse order of their County-wide seniority;
3. an employee who is to be laid off shall receive written notice at least ten (10) working days in advance of the date on which the layoff is to take effect provided the Employer has had sufficient advance notice to meet this time limit.

(c) During a layoff there shall be no scheduled overtime, except in the following areas; Blacktop plant maintenance, crushing plant maintenance and work performed for the Townships.

(d) During a layoff employees being laid off shall receive their life insurance and hospitalization paid by the Employer for a maximum period of two (2) months and six (6) months; respectively, provided the employee has at least six months of service.

ARTICLE 31. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within seven (7) working days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions may be made by the Employer.

ARTICLE 32. LEAVE OF ABSENCE

(a) A regular employee may be granted a leave of absence without pay or loss of seniority by the Employer for any of the following reasons:

1. Illness Leave (Physical, Maternity or Mental);
2. Participation in an accredited educational program;
3. Prolonged illness in the immediate family;
4. Because of reasons sufficient in the opinion of the Employer to warrant such leave.

(b) Leaves for any of the reasons stated above will not be granted for more than six (6) months, but may be renewed at the option of the Employer on written application by the employee on leave. Employees shall not accrue seniority while on any leave of absence.

(c) An employee granted a leave of absence hereunder shall be restored to his original or to a comparable position, whichever is available on the expiration of his leave, or if approved by the Engineer/Superintendent before the expiration thereof.

(d) Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor who shall immediately refer the same to the Superintendent. The request shall state the reason leave of absence is requested and the approximate length of time off the employee desires. If such request is granted, written authorization for leave of absence shall be furnished to the employee by the Superintendent.

(e) Employees selected by the Union for staff positions shall at the written request of the Union be granted a leave of absence. The leave of absence shall not exceed two (2) years. A two (2) year extension of such leave shall be granted if requested by the Union prior to the expiration of the original leave of absence. If the employee so selected by the Union is essential to the successful operation of the Employer's business, it shall be allowed thirty (30) days before such leave shall become effective in which to secure a replacement for the employee granted such leave. Members of the Union, not to exceed three (3) in number selected by the Union to participate in any other Union activity, shall be granted a leave of absence at the written request of the Union. A leave of absence for such Union activity shall not exceed thirty (30) days, but it shall be renewed or extended for an additional period of not more than thirty (30) days upon written request of the Union made not less than ten (10) days prior to the expiration of the original leave.

ARTICLE 33. VETERANS. REINSTATEMENT OF.

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

ARTICLE 34. SAFETY

A Safety Committee consisting of not more than five (5) working Foreman, the Superintendent, Assistant Engineer, Foreman of the Employer and the Safety Engineer of its insurance carrier is hereby established.

This Committee shall meet at least once quarterly during regular day-time working hours for the purpose of making recommendations to the Employer. The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety recommendation of the committee and the Union wishes to carry the matter further, such shall become a proper subject for the second (2nd) step of the grievance procedure.

The Board will establish a safety code and expects all employees to cooperate fully in the enforcement of such safety rules and regulations as may be made. Suggestions as to such safety code received from any employee or employees or their Union, will be carefully considered.

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

It will be the responsibility of each employee to report immediately to his supervisor any malfunction of equipment, personal injury, or any unsafe working conditions which he may observe.

ARTICLE 35. TRANSFERS

1. Permanent Job Transfers: The Employer may, with the consent of the Union, permanently transfer an employee from one garage to another. Said employee shall carry his County-wide seniority with him to the new garage.

2. Temporary Job Transfers: When additional manpower is needed on a temporary basis to assist production in another department classification or garage, the Employer reserves the right to make temporary transfers from where manpower is available. When an employee is transferred he will continue to punch in and out of his regularly assigned garage, unless changed by mutual agreement.

3. Humanitarian Transfer: Upon mutual agreement of the Employer and the Union, an employee may be re-assigned, or re-classified disregarding seniority, due to an employee's disability, or condition of health.

4. Transfer Out of Bargaining Unit:

(a) If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within one (1) year, provided there is a vacancy, transfers back to a position within the bargaining unit, he shall not have accumulated seniority while working in the position to which he transferred, but he shall have maintained seniority accrued at the time of transfer. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement. In the event the transfer is after the one (1) year period he retains his original seniority except seniority rights for the purpose of job posting and bidding and layoff.

(b) In the event there is no vacancy the employee shall submit a notice in writing to the Employer and the Union prior to the end of the one (1) year period and agree to accept the first vacancy for which he qualifies.

ARTICLE 36. NEW CLASSIFICATION

In the event that a type of work clearly requiring distinguishable skills from those dealt with by the Agreement, the classification of such new jobs shall be subject to negotiations by both parties to this Agreement, and the rate agreed upon shall be effective as of the date the new work was started.

ARTICLE 37. UNION BULLETIN BOARDS

The Employer agrees to provide suitable space for the Union Bulletin Board at each garage. Postings by the Union on such boards are to be confined to business of the Union.

ARTICLE 38. CHANGE IN PERSONAL STATUS

Employees shall notify the Road Commission office of any change of name, address, telephone number, marital status or number of dependents promptly, within fifteen (15) days after such change has been made.

ARTICLE 39. JOB POSTING AND BIDDING PROCEDURE

(a) All vacancies and/or newly-created classifications within the bargaining unit which the Employer determines it will fill shall be posted. All vacancies or newly-created classifications within the bargaining unit which are posted shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the five (5) working days posting period. The senior employee applying for the position who meets the minimum requirements 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.

(b) The job shall be awarded or denied within five (5) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Local President with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Local President with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Local President as to who was awarded the job.

(c) The employee who is awarded the bid shall agree that within six (6) months from the date of the award he will reside in Watersmeet Township if the position is in the Watersmeet garage, Marenisco Township if the position is in the Marenisco garage or in any of the remaining townships or cities if the position is in one of the remaining garages.

(d) During the four (4) week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his Steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

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

(f) Employees required to work in a higher classification shall be paid the rate of the higher classification..

ARTICLE 40. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of Management. 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 conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

ARTICLE 41. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of the provisions of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP 1: Any employee having a grievance shall present it to the Employer as follows:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward.

(b) The Steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward naming the Articles being violated to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the Steward's copy of the grievance.

(d) The immediate supervisor shall give his answer to the Steward within two (2) working days of receipt of the grievance.

STEP 2: If the answer is not satisfactory to the Union, it shall be presented in writing by the Steward to the Superintendent/Engineer within five (5) working days after the immediate supervisor's response is due. The Superintendent/Engineer shall sign and date the Steward's copy. The Superintendent/Engineer shall respond to the Steward in writing within five (5) working days of receipt of the grievance.

STEP 3: If the grievance remains unsettled it shall be presented by the Local President, in writing, to the Chairman of the County Road Commission within five (5) working days after the response of STEP 2 is due. The Road Commission Chairman shall sign and date the Local President's copy. A meeting between the parties shall be held within ten (10) working days to discuss the grievance. The Road Commission shall respond in writing to the Local President within five (5) working days.

STEP 4: In the event the grievance is not satisfactorily settled at STEP 3, the Union or the Employer, within ten (10) working days after the decision is rendered, referred to in STEP 3 above, may request the Michigan Employment Relations Commission to appoint a mediator who will then hear the grievance and who shall make a recommendation as to the settlement of the grievance, which recommendation shall not be binding on either of the parties hereto. The parties shall advise each other within ten (10) working days of the mediator's recommendations.

STEP 5:

(a) If the answer at STEP 4 is not satisfactory, and the Union wishes to carry it further, the Local President shall refer the matter to Council #25.

(bb) In the event Council #235 wishes to carry the matter further, it shall, within twenty (20) working days from the date of the Employer's answer at STEP 44 file a Demand for Arbitration in accordance with the Michigan Employment Relations Commission Rules and Procedures.

(cc) The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relations Commission Rules and Regulations.

(dd) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the Arbitrator shall be shared equally between the Employer and the Union.

(ee) Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

(ff) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 42. COMPUTATION OF BACK WAGES

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received.

ARTICLE 43. COMPUTATION OF BENEFITS

All hours paid to an employee for Sick Leave, Vacation, Funeral Leave and Holidays shall be considered as hours worked.

ARTICLE 44. SICK LEAVE

The Employer has adopted the County of Gogebic Sick Leave policy effective January 1, 1956, which is as follows:

(a) Basic Allowance: Effective January 1, 1956, a sick leave credit of thirty (30) days shall be established by the several County Departments for each continuing full-time employee, excluding elective officials PROVIDED, such employees have minimum of ten (10) completed years of County service on said date, to which shall be added additional credits of one day per year for each completed year of County service prior to said date, LESS, however, such sick leave as shall have been taken during the years of 1946 to 1955, inclusive, or cash payments in lieu thereof. Employees with less than ten (10) years of County service shall receive a proportionate basic credit, amounting to four (4) days for each completed year of County service prior to January 1, 1956.

(b) Additional Allowance: Beginning January 1, 1956, additional credits of one (1) day for each completed monthly period of service shall be added to the basic allowance, if any, of each County employee, except that no sick leave credits shall be earned by any employee during a leave of absence without pay.

(c) Accumulation: Earned sick leave credits, added to the basic credits, IF UNUSED, shall be allowed to accumulate to a maximum of one hundred-twenty (120) days.

(d) Payments: The compensation of employees, while absent on sick leave, shall only be paid from the respective sick leave reserves of the several County Departments but not beyond the amounts then credited to such employees.

(e) Equivalent Allowances: Employees who consistently and regularly render part-time service amounting to more than 1000 hours or the equivalent of 125 eight (8) hour working days, or more, during a year, shall be entitled to sick leave with pay on a partial basis in proportion to the time actually worked. No sick leave credits shall accrue to other temporary or part-time employees of the County. Sick leave credits shall accrue to probationary employees, however, they may not be utilized until completion of probationary period.

(f) Utilization: An employee may utilize his sick leave allowance, upon approval of the employing Department, for absences due to his illness, injury, exposure to contagious disease which might endanger the health of other employees, or for absences due to illness, injury, or death of others, as specified below.

Illness or Injury: Sick leave may be utilized by an employee in the event of his illness or injury, or for illness or injury in his immediate family, which necessitates his absence from work. Immediate family, in such cases, shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, or any persons for whose financial or physical care he is principally responsible.

Appointments: Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments.

Pregnancy: Sick leave may be utilized for illness due to pregnancy. A pregnant employee who is forced to leave a position in the County service for maternity reasons shall be considered as having been laid off. The employing Department shall determine, in consideration of the health of the employee and/or the necessities of the service, when such layoff shall take place. At the request of the employing Department, a pregnant employee may be required to present medical certification of her fitness to continue or return to work.

(g) Proofs: All sick leave shall be substantiated by written evidence as the employing agency may require, signed by the employee and his immediate superior. Illness shall be substantiated by a physician's certificate.

(h) Advances: Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In such cases, payroll deductions for the time lost shall be made for the pay period in which the absence occurred.

(i) Transfers: An employee who transfers from one County agency to another shall be credited with his unused sick leave by the agency to which transferred and an appropriate transfer of necessary monies shall be made between the sick leave reserves of the departments involved.

(j) Payments on Separation from County Service: After January 1, 1956, employees leaving County service shall receive cash payments in lieu of unused sick leave credits according to the conditions of their separation from County service, as follows:

At Normal Retirement Age: On leaving County service at normal retirement age, as defined in the Gogebic County Employees Retirement Ordinance, to accept a retirement allowance, such employee shall receive a cash payment equivalent to sixty percent (60%) of the sick leave standing to his credit at such time.

At Death, While in County Service: In the case of the death of a County employee, a cash payment equivalent to fifty percent (50%) of the sick leave standing to his credit, at such time, shall be made to his beneficiary, as designated in the records of the Retirement System, or if there be no such designated person or persons, then to his legal representative, or to the person accepting responsibility for burial expenses.

On Discharge or Layoff from County Service: In case a County employee is discharged or laid off from County service, such employee shall receive a cash payment equivalent to fifty percent (50%) of the sick leave standing to his credit at such time.

Voluntary Separation from Service: Any County employee who leaves County service of his own volition shall receive a cash payment equivalent to twenty-five (25%) of the sick leave standing to his credit at such time.

ARTICLE 45. WORKER COMPENSATION

Each employee will be covered by the Michigan Worker Compensation Laws. The Employer further agrees that an employee receiving Worker Compensation may be paid out of such employee's accumulated sick leave an amount sufficient to make up the difference between the Worker Compensation being received by such employee and his regular weekly earnings based on forty (40) hours a week to the extent of such accumulated sick leave.

The employee shall have the option to use accumulated sick leave to make up the difference between his Worker's Compensation payment and regular pay or leave it banked for future use. This decision would have to be made at the time the employee goes on Worker's Compensation and would not be changed while the employee is on Worker's Compensation.

The employee will not earn any and/or accrue sick leave, vacation, and holiday benefits while on Worker's Compensation. The employee will maintain all of the previous earned benefits accrued prior to going on Worker's Compensation.

ARTICLE 46. UNEMPLOYMENT INSURANCE

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 47. FUNERAL LEAVE

(a) An employee shall be allowed four (4) working days with pay as funeral leave days to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household.

(b) Sick leave may be utilized by an employee for serving as a pall-bearer or to attend a funeral.

(c) In the event of the death of an employee, employees may attend the funeral and this time will not be deducted from the employees sick leave.

ARTICLE 48. VACATION PERIOD

(a) Requests as to time of vacation must be filed with the Employer by May first (1st) of each year, each employee designating his first, second, and third choice of vacation time.

(b) Any vacation time due in the present year was earned in the previous year. Upon retirement, vacation time due must coincide with the employee's anniversary date of employment.

(c) Vacations will be cumulative, if earned vacations are not made available by the Employer during the year. Holidays occurring during an employee's scheduled vacation will not be charged against vacation time.

(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 rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(f) The vacation year of each employee shall end on the anniversary date of his most recent employment. In case of retirement, resignation, discharge, or death of an employee entitled to paid vacation, his vacation pay will be prorated as of the date of such retirement, resignation, discharge or death, and shall be paid to the employee, if living, or to his estate, if he be deceased.

ARTICLE 49. VACATION SCHEDULE

(a) Any employee who has worked more than one (1) year will receive one (1) week vacation at his regular rate of pay, payable in advance of the vacation period.

(b) Any employee who has worked more than three (3) years will receive two (2) weeks' vacation at his regular rate of pay, payable in advance of the vacation period.

(c) Any employee who has worked more than eight (8) years will receive three (3) weeks' vacation at his regular rate of pay, payable in advance of the vacation period.

(d) Any employee who has worked more than fifteen (15) years will receive four (4) weeks' vacation at his regular rate of pay, payable in advance of the vacation period.

(e) Any employee who has worked more than twenty (20) years will receive an additional day vacation per year up to twenty-five (25) days at his regular rate of pay, payable in advance of the vacation period.

ARTICLE 50. JURY DUTY

If an employee is required to, and does report for jury duty or jury service, he shall be granted a leave of absence for that purpose and shall be paid by the Employer the difference between any jury duty compensation he receives and his regular wage for each day of jury service; but an employee called for jury duty not awaiting selection as a juror or acting as a juror in a case being tried, shall immediately return to his Road Commission job.

ARTICLE 51. HOLIDAYS

(a) Holidays recognized and observed.

The following days shall be recognized and observed as paid holidays:

| | |
|--------------------------|----------------------|
| New Year's Day | Labor Day |
| Memorial Day | General Election Day |
| Independence Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| 1/2 day before Christmas | |

Eligible regular employees shall receive one (1) days' pay for each of the holidays listed above, except the one-half (1/2) day before Christmas, for which the employee will receive one-half (1/2) days' pay on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

(b) Eligible requirements.

Regular employees shall be eligible for holiday pay under the following conditions:

1. To be eligible to receive holiday pay, the employee must work his regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.

2. Exceptions to the preceding sub-paragraph will be made:

A. Where employee is granted prior leave to the shifts prior to the holiday for good cause, including sickness.

B. Where the employee is granted leave for the shift after the holiday for good cause, including sickness.

Leaves will only be granted by the Superintendent/Engineer and only in cases where good and sufficient cause is shown.

C. If a holiday is observed on the employee's scheduled day off or vacation, he shall be paid for the unworked holiday.

D. No holiday pay shall be granted to an employee on laid off status, unless the holiday is less than thirty (30) days after the date of layoff.

(c) Holiday Pay. Eligible employees who perform no work on a holiday shall receive for such holiday eight (8) hours' pay at the employee's straight time hourly rate.

Should an eligible employee be called to work on any of the above designated holidays, he will be paid one and one-half times his regular straight time hourly rate in addition to his holiday pay.

Temporary and part-time employees will not be allowed paid holidays.

Should an employee be called to work on Easter Sunday, he will be paid time and one-half. The following Monday will not be considered to be a holiday.

ARTICLE 52. HEALTH AND WELFARE

(a) The Employer will continue in full force and effect during the term of this agreement the group insurance program, including the life insurance portion thereof now in effect, for all regular employees while in active employment. Blue Cross - Blue Shield or another company with a plan equal to or better than the existing plan shall be named as the hospitalization carrier for Road Commission employees, commencing January 1, 1985, with the following plan fully paid for one person, two persons, and family; Blue Cross Comprehensive, D45NM, SAT, XF; Blue Shield MVE-1, FC/SD; Catastrophic Master Medical Option II \$100/\$200, 90/10, 75/25, Predetermination Plan.

If the rates increase, the Road Commission will assume the additional costs for 1987.

(b) The Employer will continue in effect the present coverage of its employees under the Federal Old Age and Survivor Insurance and the Gogebic County Employee's Retirement Ordinance. Employees who attain the age of sixty-five (65) years and are eligible for Social Security must retire from employment with the Employer.

Beginning on January 1, 1994, Employees who are vested in the Retirement System (eight [8] years of service and over) will have a contribution of 1½% on the first \$4,200 and 2½% on the balance of earnings for 1994. All Employees who have not been in the pension plan for eight [8] years will contribute the current amounts of 3% on the first \$4,200 and 5% on the balance of earnings until fully vested. Also beginning on January 1, 1994 the pension multiplier will be increased from the current 1.6% to 1.7%. Beginning on January 1, 1995 all vested Employees (eight [8] years and over) will not contribute to the pension plan. All non-vested employees (eight [8] years and less) will continue to contribute 3% on the first \$4,200 and 5% on the balance of earnings until fully vested. Also, beginning on January 1, 1995 the pension multiplier will be increased from 1.7% to 1.8%.

(c) Beginning on January 1, 1992 the following rider (DRI-275) will be added to the policy of the basic Blue Cross - Blue Shield portion with the employer being responsible for the deductible. Also on January 1, 1992 the first aid emergency-reasonable care (FAE-RC) rider will be added to the policy.

(d) Beginning on January 1, 1995 the Employer will continue to pay the health insurance premium for an Employee and his or her spouse and/or dependents for an Employee who is eligible for full retirement and retires, until that retiree reaches the age of sixty-five (65).

(e) Beginning on January 1, 1996 the following rider (DC) will be added to the existing policy of the Blue Cross - Blue Shield Health Insurance with the premium being paid by the Employer.

(f) In the event an employee is already insured with health insurance, the Employee will have the option of dropping our insurance and the Employer shall pay, in lieu of health insurance, fifty (\$50.00) dollars per month for single, seventy-five (\$75.00) for 2-person and one hundred (\$100.00) for family.

ARTICLE 53. AID TO OTHER UNIONS

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

ARTICLE 54. CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement the Employer shall be allowed to contract out or sub-contract work, provided it does not result in a reduction of the normal working hours of a bargaining unit Employee or in replacement or displacement of a bargaining unit member.

ARTICLE 55. SEPARABILITY AND SAVINGS CLAUSE

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained by any law or any administrative ruling of the Michigan Department of Transportation, the parties shall enter into collective bargaining negotiations upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 56. TEMPORARY ASSIGNMENTS

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 qualified to perform the job prior to using a part-time or temporary employee. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 57. VETERANS ON-THE-JOB TRAINING PROGRAM

It is mutually agreed that those Employees that are on the Veterans On-the-Job Training Program will not receive higher pay classification adjustments when a senior Employee with the same classification as the Veteran, and said Employee is qualified to perform the work required, if available.

ARTICLE 58. GENERAL PROVISIONS

(a) The Employer or any employee shall not be required to take any action under this Agreement which is in violation of Federal, State, or Local Laws.

(b) Except as modified by this Agreement, when employment is interrupted all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

(c) As a condition of continued employment, the Employer at its expense, may require the employee to submit to a physical examination in order to verify the employee's ability to return to full-time work, provided the physical is given by a specialist in the field of the illness and/or injury.

(d) Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments; the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

(e) It will be the responsibility of each employee to properly secure and clean, grease, lubricate, and maintain the Employer's equipment which is assigned to him that day, to the Employer's requirements at all times when the equipment is not in use. Employees returning to the garage before quitting must work on the equipment assigned to them that day until quitting time, unless the foreman has another assignment.

(f) No employee, or Employer representative will make derogatory statements or embarrass any Employer's Management Personnel, or employees of the Commission to the Public. If an employee or the Employer has a complaint, the complaint shall be made in private.

(g) The Employer will reserve the right to hire from outside, if the provisions in Article 29, Job Posting and Bidding do not result in the vacancy being filled.

(h) Employees shall have the responsibility of turning in all County equipment and property at termination of employment.

(i) Employees who furnish their own tools shall in the case of damage or loss have the tools replaced by the Employer.

(j) The Employer will allow the employees to purchase prescription safety glasses through the Employer at cost.

(k) In the event an employee damages his prescription safety glasses through the course of his normal assigned duties, the Employer will either repair or replace said glasses once during the term of the current Labor Agreement.

(l) The Employer shall pay five (5) dollars towards the purchase of steel toed safety shoes, upon submittal of a receipt for same by the employee.

(m) The Employer agrees to provide for the biannual physical examination, at no cost to the employee, for the medical card required for the commercial driver's license. The Employer also agrees to pay for any endorsements it requires of any employee. In addition to all employees required to have a commercial driver's license with a minimum of a Group "B" designation; those employees with a heavy equipment operator's classification will be required to have a Group "A" designation. This subsection is effective January 1, 1992.

(n) Beginning January 1, 1994, the Employer will permit a maximum of four (4) approved companies to provide deferred compensation plans (payroll deduction) to Employees. The current company is PEBSICO.

(o) Commercial Drivers License - If any employee temporarily loses his CDL drivers license incurred on the employees own personal time, the employer will attempt to make work available to the employee provided he still has a valid operator or chauffeur driver license for up to a maximum of six (6) months. During the time that no work is available, the employee will be on a leave of absence without pay, however he may use any earned vacation pay due if he desires. If a limited amount of work is available, the senior employee will be offered the work. If the CDL suspension is for more than six (6) months, this article does not apply.

ARTICLE 59. WAIVER

(a) It is the intent of the parties hereto that the provisions of this agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

(b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual Agreement in writing hereafter signed by parties hereto.

ARTICLE 60. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until December 31, 1997.

(a) If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) day's written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) day's written notice of termination.

(d) 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.

(e) 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 710 Chippewa Square, Marquette, Michigan 49855; and if to the Employer, addressed to Gogebic County Road Commission, Courthouse Annex, Bessemer, Michigan 49911; or to any such address as the Union or the Employer may make available to each other.

GOGEBIC COUNTY ROAD COMMISSION

Lucian Olejniczak
Lucian Olejniczak, Chairman

David J. Zimacka
David J. Zimacka, Vice-Chairman

George C. Mussatti, Commissioner

GOGEBIC COUNTY ROAD COMMISSION EMPLOYEES,
LOCAL #662, COUNCIL #25, AFSCME, AFL-CIO

Don Crenshaw

Les H. Jallen

Roger Smith
Council #25, AFSCME, AFL-CIO

APPENDIX A

WAGES

Employees shall be compensated according to the following wage scale:

| <u>CLASSIFICATION</u> | <u>January 1, 1996</u> |
|------------------------------------|------------------------|
| Mechanic I | 11.43 |
| Mechanic II | 11.40 |
| Mechanic (PM) | 11.55 |
| Blacksmith-Mechanic | 11.40 |
| General and Sign Maintenance Man | 11.40 |
| Working Foreman | 11.34 |
| Gravel and Blacktop Plant Operator | 11.26 |
| Blacktop Paver Operator | 11.20 |
| Lubrication Maintenance | 11.10 |
| Grader Operator | 11.10 |
| Heavy Equipment Operator | 11.10 |
| Scraper Operator | 10.83 |
| Light Equipment Operator | 10.80 |
| Regular Laborer | 10.74 |

Beginning January 1, 1997, add sixty cents (60¢) per hour to the above rates.

The above rates include the total cost of living for the years 1996 and 1997.

Probationary employees, during their probationary period, shall receive \$2.00 per hour less than; and from the end of the probation period up to one (1) year of service, the employee shall receive \$1.50 per hour less than; and from one (1) year to two (2) years of service, the employee shall receive \$1.00 per hour less than the above-listed rate for his assigned classification.

APPENDIX B

COST OF LIVING

A Cost of Living Adjustment shall be made using the January 1, 1979, release from the Minneapolis-St. Paul Area by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, based on 1957-1959.

1. For each 0.4 rise in the Price Index, each employee shall receive an increase of one cent (1¢) per hour, the total increase shall be computed on the quarterly index versus the January 1, 1979 figure. In no event shall the Cost of Living Adjustment exceed eighteen cents (18¢) per hour.

2. The initial Cost of Living Adjustment shall be made on or about July 1, 1979, using the index rise at the end of the first quarter, 1979. (March 31) This adjustment will be for the second quarter, 1979 (April 1 to June 30). Beginning July 1, 1979 the Cost of Living Adjustment shall be paid bi-weekly at the current rate, for each regular hour worked. Regular hours worked will include Sick Leave and Vacation. Upon release of the price index for each succeeding quarter, an adjustment will be made to the present rate for that quarter and succeeding payments. In the event that the maximum cost of living rate of eighteen cents (18¢) per hour is attained or exceeded, the rate of eighteen cents (18¢) per hour shall be used for the remainder of the year, unless a decrease in the Price Index occurs.

3. Should the Cost of Living decrease, the same formula should be used in the de-escalation, as used in the escalation.

The COLA is fourteen cents (14¢) per hour which is included in the wages shown in Appendix A.

LONGEVITY PAY

After completing five (5) full years of service as of January 1, 1991, each regular full-time employee shall receive annually on the first payday after January 1, longevity pay as per the following schedule:

| | |
|------------------------------|----------|
| 5 years thru 9 years | \$104.00 |
| 10 years thru 14 years | \$208.00 |
| 15 years thru 19 years | \$312.00 |
| 20 years thru 24 years | \$416.00 |
| 25 years thru 29 years | \$520.00 |
| 30 years and up | \$624.00 |

LETTER OF UNDERSTANDING
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
GOGEBIC COUNTY, BESSEMER, MICHIGAN
AND
GOGEBIC COUNTY ROAD COMMISSION EMPLOYEES
LOCAL 662, AFSCME, AFL-CIO

Overtime Policy - Snowplowing

Because snow can occur at any time of the day, and the amounts of snowfall is not readily predictable, the following schedule is being set up to provide the most efficient operations and to give employees and foremen a common understanding:

Call out regular outside crew beginning at 3:00 A.M. every day if needed.

Foreman can relieve man after 12 hours (3:00 A.M. or 3:00 P.M.) if he so desires.

Can allow man to work until 7:00 P.M. but should be relieved at this time on regular work day (Monday through Friday) if he started at 3:00 A.M.

On Monday through Friday from 7:00 P.M. to 3:00 A.M., night patrolmen, greaseman, mechanics, blacksmith, and boilerman to be called out.

On Saturday, Sunday, and holidays only, call out regular employees.

Outside crews to be called first - normally one mechanic to be called out in shop to be available to repair any emergencies that may occur.

Only on Mondays through Fridays from 3:00 A.M. to 3:00 P.M., temporary or seasonal employees could be called after all regular employees have been called. Also, when entire regular crew is called out on weekends, extra man could be called if necessary but has to be approved by the general foreman or superintendent.

For snowplowing operations only, first call out the man on that particular

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535
OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D. C. 20540

CONFIDENTIAL - SECURITY MATTER

Reference is made to the report of the [redacted] dated [redacted] and the report of the [redacted] dated [redacted]. The following information is being furnished to you for your information and to assist you in your work.

It is noted that the [redacted] was [redacted] on [redacted].

The [redacted] was [redacted] on [redacted].