

8/31/94

AGREEMENT

between

MENOMINEE COUNTY ROAD COMMISSION

-and-

TEAMSTERS, LOCAL #328

Effective: September 1, 1991

Terminates: August 31, 1994

Menominee County Road Commission

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 1991, by and between the Menominee County Road Commission, hereinafter referred to as the "Employer", and Local Union #328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 900 First Avenue, South, Escanaba, Michigan, hereinafter referred as the "Union".

PURPOSE AND INTENT

Section 1. It is recognized by both parties that the best interests of the Employer are of paramount concern and that any labor disputes between the bargaining unit and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

Section 2. The parties recognize that the interest of the Community and the job security of the members of the bargaining unit depend upon the County's success in establishing a proper service to the Community.

Section 3. 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 any employee has a complaint, the complaint shall be made in private to the Foreman and/or the Engineer.

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MENOMINEE COUNTY ROAD
COMMISSION

ARTICLE 1 - NON-DISCRIMINATION

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

ARTICLE 2 - RECOGNITION

Section 1. Employees covered: 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 for the term of this Agreement of all full-time employees of the Employer included in the bargaining unit described below:

All full-time hourly-rated employees employed by and through the Employer as classified in Schedule "A".

EXCLUDING: All elected or appointed officials, supervisory employees, all confidential employees, all office-clerical employees, superintendent, student employees and all other employees employed in or through the Road Commission.

Section 2. The terms "employee" and "employees" when used in this Agreement, shall refer to and include only those regular employees who have completed their probationary period as set forth in this Agreement. The following definitions will be applicable:

- (a) Full-time Employees - Those employees regularly employed in the bargaining unit by the Employer and whose names appear on the seniority list of the Employer.

- (b) Temporary Employee - An employee who is hired for a period of six (6) months or less will be considered a temporary employee.
- (c) Irregular Employee - An employee used for the purpose of filling in as a result of absences of regular full-time or part-time employees.
- (d) Provisional Employee - An employee hired for a specific project whose employment will end when state or federal funding for the position terminates. Provisional employees' status, benefits, etc., shall be governed by the provisions of the State and/or federal contract through which they are funded.

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 - 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 and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated to the Engineer by the Employer, are hereby recognized.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past; to establish and update work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools and equipment to be used and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased; to contract or subcontract 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; to establish work schedules; and in all respects, to carry out the ordinary and customary functions of management.

Section 3. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish rules and regulations and set penalties for violation of such rules; to make judgments as to ability and skill; to determine work loads; to provide and assign relief personnel.

Section 4. All policies with regard to the number of men employed and spending of monies, work to be done, etc., are decided by the Commission with the advice of the Engineer/Manager. The Engineer/Manager will hire, layoff, and separate from employment, all hourly employees of the Commission.

Section 5. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 6 - NO STRIKES

(a) The Employer will not lock out employees during the term of this Agreement.

(b) The parties of the Agreement mutually recognize and agree that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare.

(c) Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slow-down of work or restriction of production or interference with the operations of the Employer or any picketing or patrolling during the term of this agreement. In the event of a work stoppage, other curtailment of production, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same has ceased.

(d) In the event of a work stoppage, picketing, patrolling or any other curtailment by the Union or the employees covered hereunder during the term of the Agreement, the Union by its officers, agents and shift representatives, shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized in writing to the employees and order said employees in writing to stop the said conduct and resume full work. Copies of such written notices shall be served upon the Employer. The Union agrees further to cooperate with the Employer to remedy such situation by immediately giving written notice to the Employer and the employees

involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

(e) An employee in violation of this Article will have no recourse through the grievance or arbitration procedure and the Union agrees they will not represent such members in violation of this Article.

(f) The employees and the Union further agree that they shall not use the service of outside persons to perform picket duties against said Employer.

(g) 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 7 - 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 hererafter signed by the parties hereto.

(c) 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 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively 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 of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 8 - SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an 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 this Agreement.

ARTICLE 9 - SHIFT HOURS - SEVERE WEATHER CONDITIONS

The Employer reserves the right to change the shift hours if and when it might become necessary to maintain continuity of public safety, in severe weather conditions.

ARTICLE 10 - WORKDAY AND WORKWEEK

The normal workday for regular full-time employees shall normally be eight (8) hours per day, excluding a thirty (30) minute lunch period. The normal workweek for regular full-time employees shall normally consist of five (5) workdays, Monday through Friday, and shall normally be forty (40) hours duration. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week, or pay per day or pay per week.

Nothing shall restrict the Employer from scheduling overtime and the employees shall be required to work such overtime unless excused for satisfactory reasons.

The starting and quitting time of each shift shall be established by the Employer as required to meet operating schedules and shall be normally between 7:00 a.m. and 3:30 p.m.

Employees will be allowed a ten (10) minute rest period approximately in the middle of the morning shift and a ten (10) minute rest period in the middle of the afternoon shift. These rest periods must be taken at the work site. This provision applies to those employees who work a ten (10) hour shift.

During the daylight-savings time during the summer, the Employer may designate a workweek consisting of four (4) ten (10) hour days. The Employer reserves the right to cancel this schedule at any time.

All employees working an eight (8) hour shift shall be allowed a fifteen (15) minute rest period approximately in the middle of the morning shift which must be taken at the work site.

Coffee breaks are to be taken so that trucks and men are not grouped together and will be taken at a time designated by the Foreman and/or Engineer. At any time equipment is stopped, employees will remain by such equipment until it is back in motion. At no time shall a man leave his equipment for personal conversation.

ARTICLE 11 - EMERGENCY CALL-OUTS

Employees shall be required to respond to emergency call-outs or emergency overtime work as required by the Employer. An employee who fails to respond to emergency call-outs or emergency overtime work without a justifiable reason shall be subject to disciplinary action.

ARTICLE 12 - REPORTING FOR WORK

(a) Employees not reporting for work shall notify their foreman fifteen (15) minutes before their starting time and shall advise him as to the reason for their inability to work. Failure

to report for work without reasonable cause and/or failure to advise the foreman of suitable reasons for inability to work may constitute grounds for disciplinary action.

(b) When an employee reports for work on his normal shift and is sent home because of inclement weather or lack of work, he shall receive pay for a minimum of two (2) hours if no work is performed or four (4) hours if the employee goes to work.

(c) Overtime for employees will be distributed as evenly as possible within each district and classification to employees who meet all qualifications. Each employee shall be required to fulfill his job assignment as assigned each day. In the event an employee's unit is out of service when overtime is distributed, he will be assigned a spare unit if available.

There shall be no pyramiding of overtime.

ARTICLE 13 - SUPPLEMENTAL EMPLOYMENT

Members of the Union may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the employee is to the Menominee County Road Commission and supplemental employment shall in no way conflict with regularly assigned duties. (Including regular overtime and/or emergency call-out time.)

ARTICLE 14 - CHANGE IN PERSONAL STATUS

Employees shall notify the personnel department of any change of name, address, telephone number and marital status within seven (7) calendar days after such change has been made.

A change in the number of dependents shall be promptly reported and in no event later than fifteen (15) calendar days after such change.

ARTICLE 15 - IRREGULAR PART-TIME AND PART-TIME EMPLOYEES

Irregular part-time and part-time 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 irregular part-time or part-time employees. These employees are not meant to replace regular employees.

ARTICLE 16 - UNION SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- (a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all

employees in the bargaining unit and not only for members of the Union and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

- (b) In accordance with the policy set forth under Paragraph 1 and 2, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present, regular employees such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later and for new employees, the payment shall start thirty-one (31) days following the date of employment.
- (c) If any provision of this Article is held invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement.

Section 3. The Employer agrees to deduct from the pay of each employee all dues and initiation fees of Local Number 328 and pay such amount deducted to said Local Number 328 for each and every employee; provided however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payment to the Local Union.

ARTICLE 17 - UNION REPRESENTATION

Section 1. There shall be one (1) Steward, for each district, chosen from among employees (with one or more years seniority) in a manner to be determined by the Union.

Section 2. The districts shall be divided on the same basis as they are for maintenance purposes.

Section 3. The Steward shall represent the employees in his district and shall be authorized to process grievances on behalf of such employees in any step of the grievance procedure provided herein.

Section 4. The Union shall designate to the Employer, in writing, the Steward for each district and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

Section 5. Stewards' Rights: A Steward shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed.

Section 6. The Employer agrees to permit Stewards to post and maintain Union notices on the premises when expressly authorized by officers of the Union and approved by the Employer.

All Stewards shall be employees of the Menominee County Road Commission and shall perform the duties of the classification for which they are employed.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance, under this Agreement, is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance unless the grievance is against the Employer. All grievances, except those filed under Section 4, must be filed within five (5) working days after the day of the occurrence of the circumstance(s) giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

STEP 1: Any employee having a complaint shall first file a grievance with his foreman. The employee shall have the right to be represented by a Steward if the employee wishes to have the Steward present.

The foreman shall answer the grievance within five (5) working days after it is received.

STEP 2: In the event the answer in Step 1 is not satisfactory and the Union wishes to pursue the matter further, the steward shall within five (5) calendar days of the foreman's

answer in Step 1, or if no answer is given then within five (5) calendar days of the time when the Step 1 answer was due, submit the grievance to the Engineer-Manager or his designee. The Engineer-Manager or his designee shall within five (5) working days record his disposition in detail on all copies of the grievance form, returning two (2) copies to the steward of the employee.

STEP 3: In the event the answer in Step 2 is not satisfactory and the Union wishes to pursue the matter further, it shall within ten (10) calendar days of the Employer's disposition in Step 2, or if no answer is given, within ten (10) calendar days of the time when the Step 2 answer was due, contact the Employer and/or its designated representative to arrange a meeting between the Union and the Employer or its designated representative to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time. The Employer shall submit its Step 3 answer within five (5) working days of the meeting.

STEP 4: In the event the grievance is not satisfactorily settled at Step 3, the Union or the Employer may, within five (5) calendar days after the Step 3 answer is rendered, or within five (5) calendar days after the Step 3 answer is due, 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) calendar days of the mediator's recommendation as to whether they will or will

not accept the recommendation. If the parties in this step are unable to resolve the grievance, the matter may be submitted to arbitration as hereinafter provided in this Agreement. If mediation is not requested within the above time limits and the grievance is not satisfactorily settled, at the request of the Union or Employer the grievance will be submitted to arbitration as hereinafter provided in this Agreement.

Section 2. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding upon the Union, the bargaining unit, as well as each unit employee involved in any particular grievance and the Employer.

Section 3. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. "Working days" is defined as Monday through Friday, excluding Saturdays, Sundays, holidays, and any regularly scheduled off-day, including vacations, during the operation of the four-ten (4-10) schedule.

Section 4. When an employee is given a disciplinary discharge or a written reprimand and/or warning which is affixed to his personnel record, the district steward will be promptly notified in writing of the action taken. Such disciplinary

action shall be deemed final and automatically closed unless a written grievance is filed within three (3) calendar days from the time of presentation of the notice to the district steward.

In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or reprimands over two (2) years old shall be permanently separated from the employee's current file and be stored separately within the same file or within a different file; such letters of warning and/or reprimand over two (2) years old shall not be used for any purpose relating to employee discipline under this contract.

Section 5. 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.

ARBITRATION

Section 6. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the other party in writing of such desire within five (5) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) calendar days or within a longer period

if mutually agreed upon, either party may submit the matter to the Michigan Employment Relations Commission requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

Section 7. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretations or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 8. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section 9. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra contract matters not specifically incorporated in this Agreement.

Section 10. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 11. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing.

Section 12. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the Employer and on all employees.

ARTICLE 19 - ACCESS TO THE OPERATIONAL PREMISES

Representatives of the Union may enter the operational premises for any proper Union business; provided they have secured prior permission of the Employer or his designee. The Employer may grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

ARTICLE 20 - PROBATIONARY EMPLOYEES

(a) All full-time employees shall serve a probationary period of nine (9) months, uninterrupted by any type of service break, during which time they will be termed "probationary employees".

(b) Probationary employees' services with the Employer may be terminated at any time by the Employer, in its sole discretion, and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

(c) During the probationary period, an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his probationary period of employment he shall become a regular full-time employee and his seniority shall start at his most recent hire-in date of full-time employment.

(d) Commencing the seventh (7th) month of employment a probationary employee shall be entitled to health insurance as provided in Article 46 of this labor contract.

ARTICLE 21 - SENIORITY

Section 1. The parties agree that seniority shall be strictly observed in all matters relating to rights of employees, but that seniority shall never be interpreted to require or permit the Employer to retain in his employ, persons who are unable to do the work available in preference to persons who are able to do the work available. Anything to the contrary, notwithstanding, the Employer shall designate classifications for all employees.

Section 2. A regular full-time employee's seniority shall date from his most recent starting date of full-time employment within the bargaining unit.

Section 3. An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

Section 4. Seniority does not accumulate when an employee is off for more than one (1) month, except on sick leave, paid vacation leave or Worker's Compensation leave.

ARTICLE 22 - 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 by the employee in writing within fifteen (15) days, to the Employer's Personnel Office after the list has been posted on the Employer's bulletin board.

ARTICLE 23 - LOSS OF SENIORITY

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

- (a) The employee quits; or
- (b) The employee is discharged and the discharge is not reversed through the grievance and arbitration procedure; or
- (c) The employee fails to return to work within five (5) working days after receipt of the Employer's notice of recall by certified mail to the employee's last known address as shown on the Employer's records. (It shall be the responsibility of the employee to provide the Employer with a current address); or
- (d) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee; or

- (e) The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or
- (f) A settlement with the employee has been made for total disability; or
- (g) The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of his employment or twelve (12) calendar months, whichever occurs sooner; or
- (h) The employee is retired; or
- (i) The employee falsified pertinent information on his application for employment; or
- (j) He accepts employment elsewhere after he is on leave of absence, or is self-employed for the purpose of making a profit after a leave of absence is granted, however, the employee may hold more than one (1) regular job wherein he is employed by another employer to exercise skills similar to those exercised for the Employer, as long as his employment is not in conflict with this Agreement; or
- (k) He/she reports for duty while under the influence of intoxicating beverages or his/her ability to operate a vehicle is visibly impaired due to the consumption of intoxicating beverages or controlled substances. Employees shall not drink intoxicating beverages while on duty or on Commission property.

ARTICLE 24 - DISCIPLINE AND DISCHARGE

Section 1. The Employer reserves the right to discharge, suspend, or discipline employees for just cause. Discharge, suspension, or discipline will be by written notice to the employee and the Union.

Section 2. The discharged, suspended, or disciplined employee will be allowed to discuss his discharge, suspension, or discipline with his steward; 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 its designated representative, will discuss the discharge, suspension, or discipline with the employee and the steward.

Section 3. Should the discharged, suspended, or disciplined employee and the Union consider the discharge, suspension, or discipline to be improper, a grievance may be presented in writing through the bargaining unit to the Employer.

ARTICLE 25 - SEPARATION - VOLUNTARY TERMINATION

Employees shall have the responsibility of turning in all County equipment and property at termination of employment. The employee shall be charged for all items not returned.

ARTICLE 26 - OVERTIME

(a) Any regular full-time permanent employee wanting to work unscheduled overtime shall sign an overtime list on or before the end of the first pay period in the month of November of each year and the Employer shall not be required to use the seniority list other than for the employees who signed the overtime list. Unscheduled overtime will be assigned by seniority among qualified employees. No employee shall be bumped from his/her regular equipment to accomodate an otherwise qualified employee.

(b) Employees shall keep themselves available for snow and ice removal.

(c) Overtime work will be permitted only when authorized by a foreman.

(d) Failure to work overtime when called two (2) consecutive times may result in the employee's name being removed from the overtime list.

(e) Time and one-half (1 1/2) shall be paid after an employee has worked over forty (40) hours in any one (1) week.

ARTICLE 27 - LAYOFF AND RECALL

(a) Layoff of employees shall be by County-wide seniority and the following order shall be followed, provided that the employees who remain are capable of performing the work available.

(1) Probationary employees

(2) Remaining seniority employees within the classification affected shall then be laid off in the order of their County-wide seniority within the affected classification.

(3) Employees who are to be laid off shall receive written notice at least three (3) days in advance of the date on which the layoff is to take effect, except as applicable under the disciplinary provision. If the laid off employees are capable of performing the work, they may displace the least senior bargaining unit employees in the Employer's employ who were not originally subject to layoff.

(b) A laid off seniority employee, if recalled to a job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

(c)

- (1) The order of recalling laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
- (2) Notice of recall shall be sent by certified or registered mail, or telegram to the employee's last-known address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return to work within seven (7) calendar days after receipt of notice or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer.

ARTICLE 28 - TRANSFERS

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

Section 2. Temporary Job Transfer: When additional manpower is needed on a temporary basis (90 days or less) to assist production in another department or classification or District Garage, the Employer reserves the right to make temporary transfers from where manpower is available. If the necessary volunteers are not obtained, then temporary transfers shall be made on the basis of inverse seniority from among those qualified employees available for such transfer. Employees who are temporarily transferred shall not suffer a reduction in wages. However, the employee shall not suffer additional cost as a result of such transfer.

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

Section 4. Transferring from Bargaining Unit: An employee transferring outside the bargaining unit shall retain, but not accumulate, seniority. If the employee elects to return to the bargaining unit within six (6) months, or if the Employer wishes the employee to return to the bargaining unit within six (6) months from the date of transfer out of the bargaining unit, he shall be returned to the bargaining unit and he shall be assigned to work that is available at the classification he held at the time he was transferred out of the bargaining unit. But in no event shall he be assigned to a higher category or classification and/or pay than he previously held at the time he transferred out of the bargaining unit.

ARTICLE 29 - EXTRA CONTRACT AGREEMENTS

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

ARTICLE 30 - ILLEGAL DEDUCTION FROM EMPLOYEE'S PAY

It shall be considered a violation of this Agreement for the Employer to deduct any money from the employees' pay except deductions required by Federal or State laws, unless mutually agreed upon between the parties.

ARTICLE 31 - TIMESHEETS

(a) If a change, alteration or notation should be made on the timesheet, employees shall check with their supervisor or department head. An employee shall be subject to immediate discharge if he alters or makes out another employee's timesheet.

(b) The supervisor must be notified when the employee leaves the work area for any reason.

ARTICLE 32 - WORK RULES

(a) The Employer reserves the right to publish and enforce from time to time new work rules, policies and regulations not in conflict with this Agreement and shall provide the Union with a copy of same before they are to become effective.

(b) The Union agrees that the attached work rules in Schedule "B" shall remain in effect and agrees to abide by such rules.

ARTICLE 33 - SAFETY REGULATIONS

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 ap-

plicable 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 condition which he may observe. Failure of an employee to adhere to safety regulations may be treated as a cause for discipline.

Employees are required to obtain and wear safety shoes, safety glasses and ear protection. The Employer is to implement a shoe and eyeglass program. The employees are required to wear hardhats when required and furnished by the Employer. (The Employer will provide hardhats, ear protection and fifty percent (50%) of the cost of prescription safety glasses not including examination.)

The employees are required to travel the roads at safe speeds. If weather and conditions permit, trucks should travel under normal conditions at approximately fifty miles per hour (50 mph) so that productivity can be sufficient and not to be a nuisance or to delay public traffic.

ARTICLE 34 - 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 official business of the Union.

ARTICLE 35 - TRAVEL TIME

Reasonable travel time shall be allowed from the shop to the site of work.

ARTICLE 36 - SEVERE WINTER WEATHER CONDITIONS

It is agreed by both parties that severe winter weather conditions will present emergencies demanding that the public interest be placed above that of either party or the requirements of this contract. Under such conditions, the District Foreman may call in such employees as in his judgment can handle the work to be done and seniority shall not apply to the selection of employees to work or the requirements that certain employees work.

Employees who are going to be unavailable shall notify their Foreman ahead of time.

EXCEPTION: If the severe weather conditions are such that additional manpower is needed to protect the safety, health and welfare of the public as determined by the Employer, the Employer reserves the right to temporarily cancel any and all approved vacations until the emergency is over; further, providing that the Employer can make personal contact with the employee.

ARTICLE 37 - LUNCH BREAK

An unpaid lunch break shall be taken from the hour of 12:00 noon until 12:30 p.m. of each regular workday, unless otherwise authorized by the Foreman.

ARTICLE 38 - UNIFORMS

For the classification of Mechanic, Mechanic's Helper, Greaser, Asphalt Distributor Driver, Welder, Crusher Operator, Crusher Helper and Bit Machine Operator, employees will be paid fifty cents (50¢) per day for each day they are required to work in such classification. The fifty cents (50¢) per day will be paid once monthly in a separate vendor check.

ARTICLE 39 - MILITARY SERVICE

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

ARTICLE 40 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract or of any rider thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the

remainder of this contract and of any rider thereto or the application of such Article or Section to persons, circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

ARTICLE 41 - LEAVES OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall make application for same with the Employer, giving his reasons for requiring a leave at least ten (10) calendar days prior to the proposed commencement of such leave.

Section 2. The Employer may grant leaves of absence for not in excess of thirty (30) days and may extend them for like periods up to a maximum total of six (6) months. During the period of a leave of absence, an employee shall not engage in gainful employment and shall be reported by the Employer to the

Unemployment Compensation Commission as unavailable for work and on leave of absence at own request. The period of absence shall be deducted in determining duration of employment for vacation purposes.

Section 3. Maternity Leave: A pregnant employee may continue to work, providing she can perform her regular duties or until a physician certifies that she is temporarily disabled and can no longer perform her duties.

Pregnancy shall be treated the same as any other temporary disability. An employee may use accumulated sick leave in accordance with Article 49 while the disability continues until such leave is exhausted. If sick leave is exhausted or the employee chooses to be on an unpaid leave of absence, it may be granted in accordance with the other provision of this Article.

ARTICLE 42 - PENSION FUND

The Employer agrees to pay into the Central States, Southeast and Southwest Areas Pension Fund, a contribution of \$33.00 per week for each employee covered by this Collective Bargaining Agreement who is on the payroll for thirty (30) calendar days. Effective September 1, 1993, the Employer's contribution to the Pension fund shall be increased to \$36.00 per week to accomodate a change from Schedule "A" to Schedule "B".

Contributions to the Pension Fund must be made for each week for each regular employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under provisions of this contract and although contributions may be made for those

weeks into some other pension fund. Employees who work either temporarily or in case of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

If an employee is laid off or is absent because of sickness or off-the-job injury and the Employer is notified of such absence, the Employer shall continue to make the required contributions into the Pension Fund for a period of eight (8) weeks and all employees on layoff desiring to continue individual participation in the Pension Plan, the Employer agrees to accept pre-payment of monies to pay the required contributions into the Pension Fund for a period not to exceed twelve (12) additional weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period not to exceed six (6) months or the employee's return to work, whichever occurs sooner.

If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave, sufficient monies to pay the required contributions into the Pension Fund during the period of absence, failing which, the employee shall lose his rights under the Pension Fund.

By the execution of this Agreement, the Employer authorizes the Employer's Associations who are signatories to similar collective bargaining agreements signed with the Teamsters Union, to enter into appropriate trust agreements necessary for the administration of such fund and to designate the Employer trustee under such trust agreements hereby waiving all notice thereof and

ratifying all actions taken or to be taken by such trustees within the scope of their authority. Should the Employer fail to pay any of the monies due under this Agreement to the Pension Fund, he shall become obligated to pay interest at the rate of six percent (6%) per annum on such monies due from the date when payment was due and to date when payment is made.

ARTICLE 43 - PAID-FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time the employee reports for work and registers in and until the time he is effectively released from duty.

Employees called to work shall be allowed sufficient time without pay to report and shall draw full pay from the time he reports to work and registers in. If not put to work, employees shall be guaranteed two (2) hours pay at the rate specified in this Agreement. If put to work, employees shall receive at least four (4) hours of work or pay equivalent thereto.

ARTICLE 44 - PAY PERIOD

All regular employees covered by this Agreement shall be paid every other Thursday, with a hold-back of four (4) days, reporting time every other Monday. Each employee shall be provided with an itemized statement of his earnings and all deductions made for any purpose upon request of individual employees.

ARTICLE 45 - BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer. The primary obligation to procure bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to do so shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangement; standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium over the standard premium shall be paid by the employee. Cancellation of a bond shall not be cause for discharge unless the bond is cancelled for fraudulent statement in obtaining said bond.

ARTICLE 46 - HEALTH, DENTAL, AND LIFE INSURANCE

Section 1. Health Insurance: The Employer will pay the full premium for each full-time employee and his dependents for Blue Cross/Blue Shield Master Medical Program, which shall be in accordance with the rules and regulations of the Michigan Hospital Service.

Section 2. Dental Insurance: The Employer will pay the full premium for each full-time employee and his dependents for Blue Cross/Blue Shield Comprehensive Basic Dental Plan I which

provides fifty-fifty (50/50) coverage for Class I and Class II benefits to a maximum of Eight Hundred Dollars (\$800) per year. The Employer reserves the right to provide equivalent dental coverage through self-insurance.

Section 3. Life Insurance: The Employer will provide a group life insurance policy in the amount of Three Thousand Dollars (\$3,000) for natural death and Six Thousand Dollars (\$6,000) for accidental death for each employee after six (6) months of employment with the Employer. Coverage hereunder shall expire upon termination of an employee's employment with the Employer. Any conversion privileges must be exercised by the employee on application in accordance with the policy provisions.

Section 4. General Provisions: When employment and seniority is interrupted by discharge, quit, strike, leave of absence or any other reason, 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.

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 payment, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

The Employer may select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds or rebates earned without condition or limit of any kind. All benefits shall be at least equal to those in any existing policy or policies.

ARTICLE 47 - HOLIDAYS AND HOLIDAY PAY

(a) All regular full-time employees and employees who are serving a probationary period shall be paid their normal hourly rate for the following holidays and shall not be required to work:

New Year's Day	Thanksgiving
Decoration Day	Day before Christmas Day
Fourth of July	Christmas Day
Labor Day	Day before New Year's Day

(b) To be eligible for the above holiday pay, an employee must work his last scheduled day before the holiday and his first scheduled day after the holiday.

(c) If any of the above holidays fall during any regular employee's illness, such employee shall receive holiday pay for any holidays during such illness.

(d) When the holiday(s) set forth in Section (a) happen to occur on a Saturday, the holiday will be celebrated on Friday, the day before, and when the holiday(s) happen to occur on a Sunday, the holiday will be celebrated on Monday, the day following.

(e) When the holiday falls within a period of ten (10) hour shifts, the employees will receive ten (10) hours pay for the recognized holiday.

ARTICLE 48 - JURY DUTY

Any employee who, because of jury service, loses time shall receive the difference between his regular pay and the jury service fee and jury duty pay limited to eight (8) hours pay per day up to thirty (30) days a year, except in the case of an employee being assigned to a jury trial which lasts more than said thirty (30) days. In such case, during the duration of said trial, the employee will receive the difference between his regular pay and jury service fee as jury duty pay up to eight (8) hours a day. No employee shall be paid for jury duty unless he has obtained a statement from the Courts that he has actually performed jury duty, and the hours served on jury duty.

ARTICLE 49 - SICK LEAVE

Each regular employee shall earn sick leave with pay at the rate of eight (8) hours for each month of employment in which the employee works at least twelve (12) days and has qualified as a regular employee. All employees who were on the payroll as of September 1, 1982, may accumulate sick leave to a maximum of five hundred-twenty (520) hours. Employees hired after September 1, 1982, may accumulate sick leave to a maximum of two hundred forty (240) hours.

In the event of sickness or disability resulting from injuries or accidents which are compensable under the Michigan Worker's Disability Act, the employee will be entitled to use accumulated sick leave, in the amount necessary, to make up the

difference between his regular weekly earnings and compensation he receives under the the Worker's Disability Act. In the event an employee exhausts his accumulated sick leave he will then be entitled to only those benefits provided for under the Worker's Disability Compensation Act.

At least fifteen (15) minutes before the commencement of his regular work shift, any employee who intends to claim sick leave or otherwise be absent, shall notify his supervisor. A doctor's certificate shall be necessary to claim sick leave in excess of three (3) days.

Any individual employee who willfully violates or otherwise misuses this policy affecting sick leave or who misrepresents any statement or condition as required hereunder will forfeit all accumulations above mentioned and any further rights under this sick leave policy for one (1) year. Employees who are observed frequenting taverns, or on hunting and fishing expeditions, in courts, etc., while drawing sick leave benefits, or any other such activity not normally pursued by persons who are truly sick will be considered as abuse or misuse of sick leave privileges, unless written doctor's authorization is present.

The Employer may review an employee's sick leave and absence record periodically and in the event an employee uses more than his monthly sick leave benefits, he may be subject to counseling and/or discipline if a pattern of sick leave abuse is shown or the employee fails to provide a reasonable explanation for his/her attendance record.

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 may require the employee to accompany the injured or sick immediate family member to the doctor. Proof of family illness may be required. Sick leave may be utilized by an employee for doctor or dental appointments when it is not possible to arrange such appointments for non-duty hours. The employee shall notify the Employer in writing on the employee's sick leave slip the name of the doctor or dentist and the time and location of each doctor or dental appointment.

Sick leave pay shall commence on the first day of absence for both work related and non-work related sickness or injury.

Reasonable requests for sick leave allowance will be approved by the Employer.

If an employee should die, his accumulated sick leave shall be paid to his widow, but if he leaves no widow, then it shall be paid to his estate.

Upon voluntary termination with twenty (20) years service and with proper two (2) weeks' notice, the employees who were on the payroll as of September 1, 1982, shall be paid for one hundred percent (100%) of their accrued sick leave up to a maximum of four hundred eighty (480) hours at the prevailing rate of pay. Employees hired after September 1, 1982, shall be eligible to receive pay for fifty percent (50%) of their accumulated sick leave to a maximum of one hundred twenty (120) hours at the prevailing rate of pay.

Upon retirement, employees on the payroll as of September 1, 1982, shall be paid for one hundred percent (100%) of their accumulated unused sick leave up to a maximum of four hundred eighty (480) hours at the prevailing rate of pay. Employees hired after September 1, 1982, shall be paid for fifty percent (50%) of their accumulated unused sick leave up to a maximum of one hundred twenty (120) hours at the prevailing rate of pay.

Sick leave time shall be posted quarterly by the Employer.

Upon having accrued five hundred twenty (520) hours of sick leave, the employee shall receive premium pay at the rate of two (2) hours per month for each month in which no sick leave is used, payable with the first payroll of the following year. For employees hired after September 1, 1982, upon having accrued two hundred forty (240) hours of sick leave, the employee shall receive premium pay at the rate of two (2) hours per month for each month in which no sick leave is used, payable with the first payroll of the following year.

ARTICLE 50 - FUNERAL LEAVE

Every employee in whose family the death of a father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, or grandparent shall occur shall be entitled to three (3) days of accumulated sick leave and one (1) day of accumulated sick leave for an aunt or uncle. In the event of the death of an employee's spouse or child, an

employee may use up to five (5) days of accumulated sick leave. Any employee asked to serve as a pall bearer or to participate in a military funeral, with a limit of two (2) employees, shall be allowed one (1) day to be charged to sick leave.

ARTICLE 51 - VACATIONS

(a) Employees who have been employed by the Employer for a period of one (1) year or more from their seniority date, shall be entitled to a vacation as provided for in the following table:

<u>YEARS OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
1 Year	5 days = 40 hours
2 Years	10 days = 80 hours
5 Years	15 days = 120 hours
15 Years	20 days = 160 hours

(b) The Employer may designate a vacation period and shall generally designate the first week in July and the first week in deer season. There shall be no carry over of vacation from one year to the next without the express written approval of the Engineer-Manager.

(c) Employees entitled to forty (40) hours may choose either one of the Employer's designated vacation weeks. Employees entitled to eighty (80) hours may choose both of the Employer's designated weeks or may choose either of the Employer designated weeks and add on his other week. Employees entitled to one hundred twenty (120) or one hundred sixty (160) hours may take either or both of the Employer's designated vacation weeks and add his additional time to either or both. Such employee desiring to take his additional time separate from the Employer's designated week may do so by mutual consent with the Employer,

but must request same at least ten (10) days in advance. Employees are urged to take their vacation in multiples of forty (40) hours; however, when the need arises, the employees may take vacation credits in one (1) or two (2) day increments provided the request is made at least ten (10) days in advance. No employee shall receive less vacation under this Agreement than under previous agreements.

Vacation time may not be used in lieu of sick time unless the employee has used all of his accrued sick leave.

ARTICLE 52 - RETIREMENT

Employees shall be urged to retire at age sixty-five (65) unless not eligible for pension benefits. Employees may be allowed to work longer in order to be eligible for such benefits. In no case shall he be allowed to work in a classification where he cannot perform all of his required duties successfully.

ARTICLE 53 - GENERAL PROVISIONS

(a) The Union agrees that the Employer shall not be hindered or prevented from using such equipment as, in the Employer's judgment, is necessary to perform any work covered by this Agreement.

(b) The parties to this Agreement shall not be required to take any action which is in violation of Federal, State or Local laws.

(c) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

(d) Employees shall not be charged for lost or damaged equipment unless clear proof of willful negligence is shown.

(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 time must work on the equipment assigned to them that day until quitting time.

(f) An employee shall not be eligible to receive benefits while he is:

- (1) eligible for unemployment benefits under any unemployment compensation law; or
- (2) on layoff; or
- (3) on leave of absence; or
- (4) has quit his employment; or
- (5) been discharged; or
- (6) retired.

(g) All employees shall be required to have and maintain a commercial driver's license with appropriate endorsements.

ARTICLE 54 - RATES FOR NEW JOBS

That 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 55 - JOB POSTING

All new vacancies and/or newly-created positions that the Employer determines it will fill, shall be posted for a period of two (2) weeks. Employees interested shall apply in writing within the two (2) week posting period. If the above-mentioned posting is filled from within the bargaining unit and in filling that position if a new vacancy is created, the Employer would only be required to make one (1) more posting regardless of the vacancies that are created from the first posting.

The job posting notice will show the classification, location, rate of pay and general qualifications for the vacant position. If a position includes the operation of equipment, the posting will include the general type(s) of equipment to be operated, it being understood, however, that a successful bidder may be required to operate other equipment.

The Employer will reserve the right to hire from outside if, in the opinion of the Employer, no employee can fill the vacancy or bids are not received from employees in the bargaining unit.

Any currently employed Chief Mechanic or Mechanic/Bodyman will be ineligible, unless excused by the Employer, to bid on a job posting for a period of thirty six (36) months from the execution of this Agreement. Any employee hired or promoted to Chief Mechanic or Mechanic/Bodyman after the execution of this Agreement will be ineligible to bid on any other classification posting for a period of thirty six (36) months from the date of hire or from entry into the Chief Mechanic or Mechanic/Bodyman classification, whichever date is later, unless excused by the Employer.

ARTICLE 56 - NEW EQUIPMENT

In the event the Employer procures new equipment, the senior man within the affected classification will be given the opportunity to request and receive assignment of the new equipment; provided he has the necessary experience and skill to operate and maintain the equipment. In the event the senior qualified operator turns down the new equipment, then the next most senior qualified operator will be given the opportunity. This assignment option will be granted only once in a five (5) year period. Employees will be permitted to bid into a higher classification at any time.

ARTICLE 57 - PROMOTION AND DEMOTION

An employee shall be considered promoted when he has qualified for a higher paying job classification.

An employee shall be considered demoted when he successfully qualifies for a lower job classification.

- (a) Requests for either promotion or demotion shall be considered only when a vacancy in any particular job classification exists.
- (b) Promotion or demotion shall be made on the basis of an employee's qualifications and his status on the seniority list. The senior employee who meets the qualifications applying for the job shall be granted a trial period of not more than four (4) weeks.

Upon successfully qualifying for a demotion, the employee shall forfeit his position on the seniority list in that classification and be placed as the most junior man in his new classification in the district to which the job is normally assigned.

ARTICLE 58 - ASSIGNMENTS

When an employee is assigned to a higher rated classification he shall receive the higher rate of pay for only the hours worked in the higher classification.

In order for an employee, other than a Chief Mechanic or Mechanic/Bodyman, to be eligible for Chief Mechanic or Mechanic/Bodyman pay, the employee must be directly assigned to Chief Mechanic's or Mechanic/Bodyman's work by the foreman.

ARTICLE 59 - RECLASSIFICATION

Any employee who, at his option, either refuses offered work for which he is qualified within his classification or refuses to obtain qualifications for offered work within his classification,

or refuses to seek a posting on equipment within his classification, may be assigned to work in any appropriate lower classification for which the employee is qualified and shall thereafter be paid at the rate of the lower classification for the hours worked in that classification.

ARTICLE 60 - MENTAL AND PHYSICAL EXAMINATIONS

As a condition of continued receipt of benefits, 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.

Physical and mental examinations may be required for good cause of any employee of the Employer, such examinations to be made by an expert chosen by the Employer.

The Employer shall have the right to schedule all employees of the bargaining unit for physical and/or mental examinations at such intervals as shall be fixed by the Employer. In addition, the Employer shall have the right to schedule any individual employee for a physical and/or mental examination prior to an employee's return from absences due to physical and/or mental illness or injury. Any examinations ordered by the Employer shall be at the expense of the Employer and performed by its expert.


Employees required to report for physical or mental examination shall be paid at their straight time hourly rate for the time required. If a physical and/or mental examination performed by an expert(s) of the Employer reveals physical or

mental unfitness for duty, the Employer reserves the right to require such employee to take a leave of absence without pay. If the employee disagrees with such expert's findings, then the employee, at his own expense, may obtain a physical or mental examination from an expert of his choice. Should there be a conflict in the findings of the two (2) experts, then a third expert mutually satisfactory to the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third expert shall be shared equally between the Employer and the Union and his findings shall be binding on the employee, the Employer and the Union.

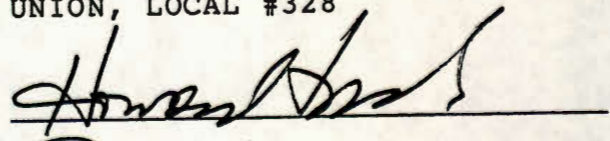
ARTICLE 61 - TERMINATION OF AGREEMENT

This Agreement shall be in full force and effect from September 1, 1991, to and including August 31, 1994, and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify, cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

MENOMINEE COUNTY ROAD
COMMISSION


Engineer - Manager

TEAMSTERS AND CHAUFFEURS
UNION, LOCAL #328


Bureau Agent

SCHEDULE "A"

Effective the first full payroll period after:	<u>09/01/91</u>	<u>09/01/92</u>	<u>09/01/93</u>
1. Chief Mechanic	\$11.10	\$11.55	\$12.00
2. Mechanic/Bodyman	\$11.10	\$11.55	\$12.00
3. Sign Man	\$10.48	\$10.68	\$10.88
4. Heavy Duty Equipment Operators: Shovel Operators, Bulldozer Operator, Crusher Operator, Motor Grader Operator, Blacktop Machine Operator, Loader Operator Welder, Brush Cutter Operator	\$10.23	\$10.43	\$10.63
5. Equipment Operators: Bit Machine Operators, FWD Trucks, Tandems, Bottom Dump Trailers, Mowers, Blacktop Roller Operator	\$10.02	\$10.22	\$10.42
6. Light Trucks and & Equipment: Crusher Helper	\$ 9.96	\$10.16	\$10.36
7. Mechanic Helper	\$ 9.81	\$10.01	\$10.21
8. Laborers	\$ 9.70	\$ 9.90	\$10.10
9. The classification of Lowboy with three (3) axles will receive the Classification #4 pay while the lowboy with three (3) axles is in operation.			

COST OF LIVING

Effective September 1, 1986, a Cost of Living adjustment, not to exceed an amount of fifteen (15) cents will be added to the hourly rate by the formula provided below.

An Amount of one (1) cent per hour shall be added to the base rate for each .5 rise in the Cost of Living Index, based on the National average put out by the Bureau of Labor Statistics. The base is to be the figure of July 1.

The Cost of Living adjustment, if any, effective the first full payroll period after September 1, 1986, will be determined using the above formula. For purposes of determining whether a Cost of Living adjustment is due the index in effect on July 1, 1985, shall be subtracted from the July 1, 1986 index.

De-escalation shall be based on the same formula as above, provided, however, it cannot be reduced by more than that granted by the above clause. The Cost of Living shall be inoperable during the life of this Agreement and shall not be renewed without the mutual consent of the Employer and the Union.

APPENDIX "B"

WORK RULES

MENOMINEE COUNTY ROAD COMMISSION

The following Working Rules are adopted so that all employees will know what is expected of them. Serious offenses call for more severe penalties than minor infractions, so the Rules set up different penalties.

These Rules do not supersede any provision of the Union contract and any employee who believes that a penalty has been improperly or unfairly imposed may file a grievance under the Grievance Procedure in this contract. However, the Union believes that these are reasonable Rules.

The Road Commission may revise these Rules and Regulations at any time.

The following are considered as Major Offenses, the offense listed first with penalty following:

1. Major chargeable accident after full investigation, i.e., one in which there is bodily injury caused by negligence of the employee.

Discharge and loss of benefits.

2. Theft or dishonesty of any kind.

Discharge and loss of benefits.

3. Unauthorized carrying of passengers.

Discharge and loss of benefits.

4. Falsification of Personnel Records.

Discharge and loss of benefits.

5. Indecent conduct.

Discharge and loss of benefits.

6. Drinking intoxicating beverages or under the influence of alcohol or possessing intoxicants, while on duty or on Commission property.

Discharge and loss of benefits.

7. Absent three (3) consecutive days without notifying the Commission of the reason.

Voluntary quit.

8. Possession of weapons without permission on Commission time or its premises at any time.

Discharge and loss of benefits.

9. The use of narcotics and/or sale of narcotics.

Discharge and loss of benefits.

10. Conviction of a felony.

Discharge and loss of benefits.

11. Flagrant disobeying of orders or failure or refusal to do work assigned.

Discharge and loss of benefits.

12. Fighting during working hours.

Discharge and loss of benefits.

13. Being gainfully employed while on sick leave.

Discharge and loss of benefits.

14. Solicitation or acceptance of a fee, gift or other thing of value from any person in connection with his work.

Discharge and loss of benefits.

The following are considered as Minor Offenses, except where they are repeated, the offense listed first with penalty following:

A. ACCIDENTS

1. Minor chargeable accident (property damage only).

First offense - Written Reprimand
Second Offense - Written Reprimand and three (3) workdays off without pay
Third offense - Written Reprimand and five (5) workdays off without pay
Fourth offense - Discharge and loss of benefits.

2. Failure to report all accidents promptly and personal injury or major accidents immediately.

- First offense - Written Reprimand
- Second Offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

B. EQUIPMENT

1. Unauthorized use of motor vehicles.

- First offense - Written Reprimand and five (5) workdays off without pay
- Second offense - Written Reprimand and ten (10) workdays off without pay
- Third offense - Discharge and loss of benefits.

2. Intentional abuse of equipment.

- First offense - Written Reprimand and five (5) workdays off without pay
- Second offense - Written Reprimand and ten (10) workdays off without pay
- Third offense - Discharge and loss of benefits.

3. Failure to report breakdowns promptly.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

4. Taking property or supplies without written authorization.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

5. Use of fuel oil for cleaning dump boxes or any other reason in such a manner that the fuel oil may cause soil or ground water contamination.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

C. CONDUCT

1. Gambling and/or card playing on Employer's time.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

2. Willful, deliberate or continued violation of, or disregard of, common safety practices.

- First offense - Written Reprimand
- Second offense - Written Reprimand and five (5) workdays off without pay
- Third offense - Discharge and loss of benefits.

3. Horseplay, scuffling where there is an injury or potential injury or property damage, at any time while on the Employer's property or work site.

- First offense - Written Reprimand and five (5) workdays off without pay
- Second offense - Written Reprimand and ten (10) workdays off without pay
- Third offense - Discharge and loss of benefits.

4. Discourtesy to the public.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

5. Failure to follow designated routes as instructed.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

6. Taking lunch period at time other than specified in Union Agreement without permission.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

7. Failure to wear safety equipment where recognized hazards exist.

- First offense - Written Reprimand
- Second offense - Written Reprimand and five (5) workdays off without pay
- Third offense - Discharge and loss of benefits.

8. Sleeping on duty, loitering or wasting time by any method during working hours.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Discharge and loss of benefits.

9. Conviction for reckless driving.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) workdays off without pay
- Third offense - Written Reprimand and five (5) workdays off without pay
- Fourth offense - Discharge and loss of benefits.

10. No employee shall write any obscene, inappropriate, vulgar or abusive language on any record, document, or notice of the Road Commission.

- First offense - Written Reprimand and one (1) work day off without pay
- Second offense - Written Reprimand and five (5) work days off without pay
- Third offense - Discharge and loss of benefits.

11. Any verbal or written communication which is inappropriate, abusive, vulgar, or obscene and is directed at a supervisor, other employee, or member of the public will not be tolerated.

- First offense - Written Reprimand and one (1) work day off without pay
- Second offense - Written Reprimand and five (5) work days off without pay
- Third offense - Discharge and loss of benefits.

D. ATTENDANCE

1. Reporting late for work, over fifteen (15) minutes without notice.

First offense - May be denied work for the day
Second offense - Written Reprimand and may be denied work for the day
Third offense - One (1) day off without pay
Fourth offense - Three (3) workdays off without pay
Fifth offense - Discharge and loss of benefits.

E. REPORTS

1. Failure to make out necessary reports and timesheet.

First offense - Written Reprimand
Second offense - Written Reprimand
Third offense - Written Reprimand and three (3) workdays off without pay

F. GENERAL

1. Distributing or circulating literature, petitions or any written or printed matter of any description on the Employer's time and without permission from the Employer.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) workdays off without pay
Third offense - Discharge and loss of benefits.

2. Posting or removal of notices, signs, or written or printed matter of any type on the bulletin boards on the Employer's property without permission from the Employer, except as provided by this Agreement.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) workdays off without pay
Third offense - Discharge and loss of benefits.

3. Taking vacation time off after having the time refused by the Engineer/Manager.

First offense - Written Reprimand and five (5) workdays off without pay
Second offense - Discharge and loss of benefits.

4. Any three (3) reprimands in a six (6) month period.

Three (3) workdays off without pay.

Any four (4) reprimands in a six (6) month period.

Discharge and loss of benefits.

5. Three (3) disciplinary layoffs within one year.

Discharge and loss of benefits.

A warning notice in writing must be given for infractions of any rules or regulations.

Note 1: A minor offense is defined as one for which the penalty is a reprimand.

Note 2: A major offense is defined as one for which the penalty is discharge.

Discharge must be by proper written notice to the employee and the Union.

LETTER OF UNDERSTANDING

between the

MENOMINEE COUNTY ROAD COMMISSION

-and-

TEAMSTERS, LOCAL #328

WHEREAS, the Menominee County Road Commission, hereinafter "Employer," and Local #328, affiliated with the International Brotherhood of Teamsters, Chauffers, Warehousemen and Helpers of America, hereinafter "Union," are signatories to a Collective Bargaining Agreement effective September 1, 1991, through August 31, 1994;

WHEREAS, the Employer and Union have agreed that the Employer may, within its sole discretion, appoint an employee from the Union's bargaining unit or anyone else to fill the position of Lead Man;

WHEREAS, the parties wish to establish the conditions applicable to the appointment of said Lead Man and the effect on any other bargaining unit employees, the parties agree as follows:

1. Notwithstanding any other provisions of the Collective Bargaining Agreement referred to above, a bargaining unit employee appointed to the position of Lead Man may, at any time, revert to the classification held by said employee immediately prior to being so appointed. The Employer may, at any time, require the employee appointed to the Lead Man position to revert back to the employee's classification held immediately before being appointed to the Lead Man position.
2. If the Employer appoints an employee from within the bargaining unit to the position of Lead Man, thereby creating a vacancy in a position the Em-

ployer wishes to fill, any employee bidding on said vacancy will be subject to the following terms and conditions:

- a) The posting shall be called a temporary posting.
 - b) The temporary posting period shall be one hundred eighty-three (183) consecutive days beginning on the first day the Lead Man position is filled.
 - c) On the one hundred eighty-fourth (184th) day, the temporary posting shall become permanent.
 - d) In the event an employee appointed to the Lead Man position does not complete one hundred eighty-three (183) consecutive calendar days in the Lead Man position, the original temporary posting will be cancelled and all affected bargaining unit employees shall return to their previously held positions.
 - e) In the event an employee appointed to the Lead Man position completes more than one hundred eighty-four (184) consecutive days in said position and thereafter, by decision of the employee or the Employer, returns to the employee's previously held classification, the returning employee shall be placed at the bottom of the seniority list for the classification held before being appointed Lead Man.
3. The wage level of the Lead Man position shall be established on an employee by employee basis after negotiations between the parties.

MENOMINEE COUNTY ROAD
COMMISSION

TEAMSTERS, LOCAL #328



Charles F. Behrend
Engineer-Manager



Howard Smale
Business Agent

Dated: 11-1-91

Dated: 11-5-91

INTERIM OPERATING AGREEMENT
WITH RESPECT TO SCHEDULED OVERTIME

WHEREAS, the Menominee County Road Commission, hereinafter referred to as the "Employer" and Local Union #328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" are signatories to a collective bargaining agreement covering the period September 1, 1991 through August 31, 1994.

1. Article 12, subsection (c), which deals with scheduled overtime will be applied in such a manner as to disregard any equalization of overtime concepts. This section will be applied by assigning scheduled overtime, taking into account the district where the work is to be performed, the needed classification of employees to perform the work, the particular job assignment and the qualifications necessary to do the job. In the event that more than one employee is in the needed classification and district and possesses the appropriate qualifications, assignments of employees to work scheduled overtime will be on the basis of seniority.
2. The Employer, or the Union, may also call a special conference to discuss the assignment of scheduled overtime in the event that it is experiencing any difficulties in implementing the seniority approach to such assignment of work.
3. The Union agrees that nothing will prohibit the Employer from appropriately assembling a crew, if the most senior qualified employees do not voluntarily accept the offer to work scheduled overtime. In the event there is an insufficient number of senior qualified employees to volunteer for the scheduled overtime work, then the Employer will commence ordering in the least senior qualified employees in the district and classification for assignment to the job until the necessary crew has been assembled.

4. Either party may cancel this Agreement at any time by providing the other party with notification of its intent to cancel and the date of cancellation.

MENOMINEE COUNTY ROAD
COMMISSION

TEAMSTERS, LOCAL NO. 328

Charles F. Behrend
Engineer-Manager

Dated: 11-1-91

Howard Smith
Business Agent

Dated: 11-5-91