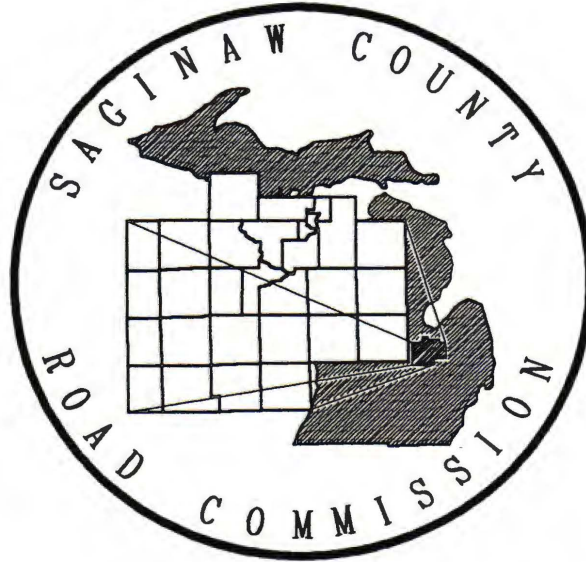


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AGREEMENT

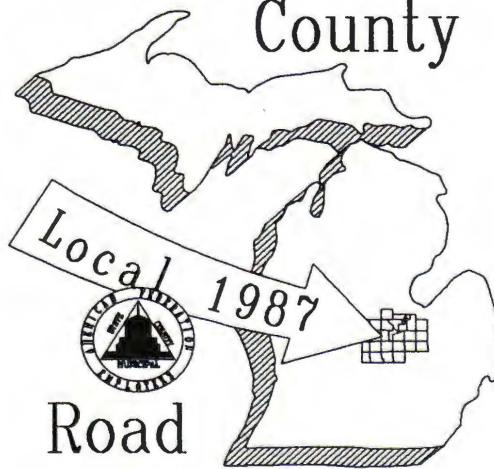
between



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

and

Saginaw
County



Road
Employees

**SAGINAW COUNTY ROAD COMMISSION EMPLOYEES
LOCAL 1987
AFSCME, AFL-CIO**

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

From February 9, 1994, through February 9, 1999

Saginaw County Road Commission

INDEX

Agreement	8
Purpose and Intent.....	8
ARTICLE 1 - Recognition	8
ARTICLE 2 - Gender	9
ARTICLE 3 - Change in Personal Status	9
ARTICLE 4 - Non-Discrimination	9
ARTICLE 5 - Captions	9
ARTICLE 6 - Management Rights	9
ARTICLE 7 - Union Security	10
ARTICLE 8 - Aid to Other Unions	10-11
ARTICLE 9 - Union Dues	11
ARTICLE 10 - Representation	12
ARTICLE 11 - Grievance Procedure	12-14
ARTICLE 12 - No Strikes	14
ARTICLE 13 - Temporary Employees	15
ARTICLE 14 - Probationary Employees	15-16
ARTICLE 15 - Seniority Lists	16
ARTICLE 16 - Loss of Seniority	16-17
ARTICLE 17 - Discipline & Discharge	17-18
ARTICLE 18 - Layoffs & Recalls	18-19
ARTICLE 19 - Transfer from Bargaining Unit	20
ARTICLE 20 - Transfer within the Bargaining Unit	20-21
ARTICLE 21 - Promotions & Assignments within the Bargaining Unit	21-24

ARTICLE 22 - New Equipment Classification	24
ARTICLE 23 - Leave of Absence	24-26
ARTICLE 24 - Military Leave	26
ARTICLE 25 - Personal Leave	26
ARTICLE 26 - Jury Duty	27
ARTICLE 27 - Bulletin Boards	27
ARTICLE 28 - Health Insurance	27-30
ARTICLE 29 - Dental Insurance	30
ARTICLE 30 - Sickness & Accident Insurance	31
ARTICLE 31 - Life Insurance	31
ARTICLE 32 - Optical Insurance	31-32
ARTICLE 33 - Funeral Leave	32
ARTICLE 34 - Vacations	33-34
ARTICLE 35 - Hours of Work	35
ARTICLE 36 - Overtime	35-36
ARTICLE 37 - Call-In/Emergency Call-In	36-37
ARTICLE 38 - Emergency Work	37
ARTICLE 39 - Work Equipment Allowance	37-38
ARTICLE 40 - Longevity Pay	39
ARTICLE 41 - Work & Safety Rules	40
ARTICLE 42 - Training Program	41
ARTICLE 43 - General Provisions	41
ARTICLE 44 - Holiday Provisions	42
ARTICLE 45 - Sick Leave	43-45

ARTICLE 46 - Wage/Job Classification46-48
ARTICLE 47 - Premiums48
ARTICLE 48 - Waiver49
ARTICLE 49 - Pension50
ARTICLE 50 - Duration & Termination50-51

ALPHABETICAL INDEX

Agreement.....	8
Aid to Other Unions.....	10-11
Bulletin Boards.....	27
Call-In/Emergency Call-In.....	36-37
Captions.....	9
Change in Personal Status.....	9
Dental Insurance.....	30
Discipline & Discharge.....	17-18
Duration & Termination.....	50-51
Emergency Work.....	37
Funeral Leave.....	32
Gender.....	9
General Provisions.....	41
Grievance Procedure.....	12-14
Health Insurance.....	27-30
Holiday Provisions.....	42
Hours of Work.....	35
Jury Duty.....	27
Layoffs & Recalls.....	18-19
Leave of Absence.....	24-26
Life Insurance.....	31
Longevity Pay.....	39
Loss of Seniority.....	16-17
Management Rights.....	9

Military Leave.....	26
New Equipment Classification.....	24
No Strikes.....	14
Non-Discrimination.....	9
Optical Insurance.....	31-32
Overtime.....	35-36
Pension.....	50
Personal Leave.....	26
Premiums.....	48
Probationary Employees.....	15-16
Promotions & Assignments within the Bargaining Unit.....	21-24
Purpose & Intent.....	8
Recognition.....	8
Representation.....	12
Seniority Lists.....	16
Sick Leave.....	43-45
Sickness & Accident Insurance.....	31
Temporary Employees.....	15
Training Program.....	41
Transfer from Bargaining Unit.....	20
Transfer within the Bargaining Unit.....	20-21
Union Dues.....	11
Union Security.....	10
Vacations.....	33-34

Wage/Job Classification.....	46-48
Waiver.....	49
Work & Safety Rules.....	40
Work Equipment Allowance.....	37-38

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Board of County Road Commissioners of the County of Saginaw, State of Michigan, hereinafter referred to as the "Employer", and the Saginaw County Board of Road Commission Employees, Local 1987, affiliated with Michigan Council #25, American Federation of State, County, Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE & INTENT

WHEREAS, the purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, the Union and the public. Now, therefore, in consideration of the promises and mutual covenants and promises hereto, it is hereby agreed as follows:

ARTICLE 1. - Recognition

Section 1. The Employer, by the terms of this Agreement, recognizes the Union as the sole bargaining agent of all the Employer's employees except those specific categories hereinafter set forth, for the purpose of collective bargaining relative to wages, hours and working conditions of the employees, subject to the laws of the State of Michigan and the amendments thereto and all applicable federal laws which by interpretation or constitution affect the parties hereto.

Section 2. The excluded work categories are supervisors; foremen or higher; management; confidential; temporary; and engineering, other than engineering aides, weighmaster, office design technician and traffic data clerk.

ARTICLE 2. - Gender

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

ARTICLE 3. - Change in Personal Status

Employees shall notify the Personnel Department in writing of any change of name, address, telephone number, marital status, or number of dependents.

ARTICLE 4. - Non-Discrimination

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

ARTICLE 5. - Captions

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

ARTICLE 6. - Management Rights

Michigan Council #25 and the bargaining unit, Saginaw County Road Commission Employees, Local 1987 of AFSCME, AFL-CIO, 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. Except as otherwise specifically and expressly provided, the Employer retains the sole and exclusive rights to manage and operate the County Road Commission in all of its operations and activities. It is agreed that the rights and responsibilities delegated to the Director-Manager by the Employer are hereby recognized.

ARTICLE 7. - Union Security

Section 1. The Employer hereby recognizes the form of a Union organization known as "agency shop" hereinafter defined as one which "Any present or future employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to Michigan Council #25, each month, a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement, shall be discharged by the Employer within thirty (30) days of receipt of written notice to the Employer from the Union."

Section 2. Temporary employees shall be required to pay a service charge to the Local Union in lieu of Union dues and such service charge shall be deducted from their pay upon receipt of a signed authorization as required in Article 9, Section 1 of this Agreement.

Section 3. 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 8. - Aid to Other Unions

Section 1. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 2. The Employer further agrees not to use federal or state employment programs for the sole purpose of replacing the regular work force.

ARTICLE 9. - Union Dues

Section 1. The Employer shall deduct the authorized amount from all employees covered by this Agreement who have signed Union dues deduction authorization cards or fee cards and filed them with the Employer. All employees who are covered by this Agreement shall be required at the date of hire to sign a Union dues deduction authorization card or fee card and the Employer shall begin the deduction of the authorized amount after completion of thirty (30) calendar days of employment.

Section 2. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees for whom deductions have been made, no later than the Friday after the second Wednesday of the month following the month in which they were deducted. 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 deductions; 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 10. - Representation

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

Section 2. The stewards shall, with permission of their immediate supervisor, during regular working hours, without loss of time or pay, take a reasonable amount of time to investigate grievances, and may, when necessary, view the scene of the grievance.

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

ARTICLE 11. - Grievance 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 any employee in the bargaining unit, eligible to exercise his/her rights to the grievance procedure, in accordance with the following procedure:

Step 1. Without loss of time or pay, an aggrieved employee and/or his/her steward shall bring the written grievance to his/her immediate supervisor within six (6) working days of the employee's knowledge of the occurrence giving rise to his/her grievance. An attempt will be made to achieve a solution. In any event, the employee's immediate supervisor will respond in writing to the grievance within six (6) working days from the date of

Section 1. - Step 1. - (continued)

submission of the grievance. If the nature of the complaint is beyond the scope of the authority of the immediate supervisor, the complaint shall be first brought under Step 2.

Step 2. If no satisfactory resolution to the grievance is reached in Step 1 above, the steward shall submit the grievance to the Director-Manager or designated representative within six (6) working days after the response of the immediate supervisor. The Director-Manager, along with the Superintendent, or their designated representative, shall meet with the Local President and the steward involved within six (6) working days from the date of submission for the purpose of attempting to resolve the grievance. The aggrieved employee may be present at this meeting. The Director-Manager or designated representative, within six (6) working days of the date of this meeting, will respond to the grievance in writing, with a copy of the response given to the Local President and the Steward.

Step 3. If a satisfactory resolution is not reached at step 2 above, the grievance must be filed with the American Arbitration Association or the Federal Mediation and Conciliation Service within thirty (30) working days after receipt of the answer in Step 2. The matter shall thereafter be administered by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with the voluntary labor

Section 1. - Step 3. - (continued)

arbitration rules of the American Arbitration Association. The Association's or Federal Mediator's administrative fee and the arbitrator's expense shall be borne equally between the parties. The decision of the arbitrator shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

Section 2. It is the responsibility of both parties to be responsive to the procedures set forth above, and therefore, those grievances which are not processed in a timely manner by the Union shall be deemed settled based on the Employer's last response; and likewise, those grievances which are not responded to in a timely manner by the Employer shall be deemed settled based on the Union's demand.

Section 3. The arbitrator shall make his judgment based on the express terms of this Agreement and have no authority to add to or subtract from any of the terms of this Agreement.

ARTICLE 12. - No Strikes

The parties to this Agreement mutually recognize and agree that the services performed by the Road Commission and the employees covered by this Agreement are services essential to the public health, safety and welfare; therefore, it is agreed that during the term of this Agreement, the Employer will not lock out employees and the employees will not strike.

ARTICLE 13. - Temporary Employees

A temporary employee is one who's term of employment is specifically limited at the time of employment. A temporary employee shall not work more than 120 working days in any one calendar year. Temporary employees at any one time shall be limited to no more than twenty-five percent (25%) of the regular Union employees on the active payroll.

No temporary employees shall be allowed to work more than sixty (60) hours in any one week unless a special agreement concerning a particular temporary employee is made with the Local Union. An extension of the hours may be on the work day or work week.

ARTICLE 14. - Probationary Employees

Section 1. All full-time and part-time employees shall serve a sixty (60) working day probationary period from his/her most recent date of hire. The sixty (60) working day probationary period may be extended by both parties up to sixty (60) additional working days without loss of any benefits to the employee. During such time, the employee shall be classified as probationary. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except discharged and disciplined employees for other than Union activity. Neither the Union nor an employee shall have recourse to the grievance procedure with respect to the discipline, termination or layoff of any probationary employee.

Section 2.

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

ARTICLE 15. - Seniority Lists

The Employer will maintain an up-to-date seniority list and will provide the Local Union President with an up-to-date seniority list on a quarterly basis. This list will show, in addition to the employee's hire date, the employee's job classification and accumulated overtime.

ARTICLE 16. - Loss of Seniority

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

- a. Employee quits;
- b. Employee is discharged for just cause;
- c. Employee is absent three (3) working days without good reason or without notifying supervision;
- d. Employee recalled who does not report within two (2) weeks;
- e. When employee retires;

- f. Employees shall be eligible for recall for one (1) year or a time equal to their length of seniority, whichever is greater, after that time the employee shall lose his/her seniority. Employees laid off prior to January 1, 1982, shall not be covered by this section. Employees will not accumulate seniority during layoff.

ARTICLE 17. - Discipline & Discharge

Section 1. Discharge, suspension or discipline for just cause must be by proper written notice setting forth the reasons with a copy given to the employee, and his/her steward.

Section 2. The discharged or suspended or disciplined employee will be allowed to discuss his/her discharge, suspension or discipline with his/her steward; and the Employer will make available an area where he/she may do so before he/she 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 President of the bargaining unit.

Section 3. Should the discharged, suspended or disciplined employee and the bargaining unit consider the discharge, suspension or discipline to be improper, a grievance may be presented in writing, through the bargaining unit to the Employer at Step 2 of the Grievance Procedure within the time limits of that Step.

Section 4. The procedure for the issuing of reprimands to employees and placing them in the employee's file, shall be as follows:

- A. Evidence of verbal reprimands placed in an employee file will be removed at the end of 12 months at the request of the employee provided that the employee has not incurred additional reprimands during that 12 month period.
- B. Written reprimands placed in an employee's file will be removed after 2 years from the date of reprimand at the request of the employee if the employee has received no additional reprimands during a 2 year period.
- C. It will be the responsibility of each employee to monitor his/her own file. However, reprimands will not be removed without the concurrence of the Director-Manager, Deputy Director-Manager or the Maintenance Superintendent.

ARTICLE 18. - Layoff and Recall

Section 1. A layoff is defined as reduction of the workforce due to a lack of funds. Employees hired into the Saginaw County Road Commission after February 9, 1994, and working in the Engineering Department, can also be laid off for lack of work in this Department.

Section 2. In the event of a layoff, the category first laid off shall be temporary employees and next probationary employees.

Section 3. Employees appearing last on the seniority list shall be the next laid off. Local President and Stewards, for purposes of layoff, shall be considered highest on the seniority list, however, the stewards must have the necessary qualifications to perform the required work with no additional training. In recalling employees, the employees laid off last shall be the first recalled, provided they have the qualifications and experience to perform the required work with no additional training.

Section 4. In all cases of layoff and recall, seniority employees, who are retained or recalled, must have the necessary qualifications to perform the required work with no additional training.

Section 5. Employees to be laid off for an indefinite time will have at least seven (7) calendar days notice of layoff. The Local Union Secretary shall receive a list of the employees being laid off or recalled on the same date the notices are issued to the employees.

Section 6. Notice of recall shall be sent to employees at their last known address by registered or certified mail as appears in the personnel records. If an employee fails to report to work within two (2) weeks of the date of mailing of the notice of recall, he/she shall be considered as a voluntary quit.

ARTICLE 19. - Transfer from Bargaining Unit

An employee transferred outside the bargaining unit shall retain but not accumulate seniority. If the employee returns to the bargaining unit within eight (8) weeks, he/she shall be returned to his/her former classification and job. After eight (8) weeks, he/she shall be assigned to an available work category according to his/her ability, experience and seniority, but in no event shall be assigned a higher category than that previously held by him/her at the time of his/her transfer from the bargaining unit.

ARTICLE 20. - Transfer Within the Bargaining Unit

Section 1. Transfer within the Bargaining Unit. If it becomes necessary to permanently transfer an employee from one district garage or headquarters to another to balance the work force, the employee with least amount of seniority within the affected classification will be the one so transferred. Employees so transferred shall have first rights to return to his/her original position if the position is reinstated.

Section 2. Temporary Transfer. The Employer may assign employees to a position in a higher pay grade for a temporary period to be defined as that created by work load demands, vacation, illness or absence of an employee assigned to that job from employees who are able to perform the work in the next lower group. If there are no employees in the next lower group who can perform the work, the Employer may go to employees in the second lower group who can perform the work. If there are no employees in the second lower group who can perform the work, the Employer may continue to go the next lower group in which there are employees who can perform the work. If there are no employees available in any of the lower groups who can perform

Section 2. - (continued)

the work, then the Employer may transfer an employee with lower seniority who is able to perform the work available. The employee so assigned shall receive the higher rate of pay during such temporary employment. The higher rate of pay shall be paid in accordance with the standard work week provided the employee works a minimum of two (2) hours in the higher classification.

ARTICLE 21. - Promotions and Assignments

within the Bargaining Unit

Section 1. Notice of available promotions or job vacancies that are to be filled shall be posted for a period of six (6) regular working days. The notice shall contain any special conditions or qualifications and will indicate the number of openings in the category posted. Employees shall have the opportunity to submit an application on a form supplied by the Employer within that time. The employee shall submit one (1) copy of his application to the Employer and one (1) copy to the Local Union. In the event no employee submits a written application within the prescribed posting time, the Employer may, without reposting, assign the employee lowest on the seniority list capable of performing the work to fill the vacancy and/or fill the vacancy with a new hire. If the vacancy is filled by a new hire, the employee who was temporarily transferred to the vacancy will return to his/her previous job.

Section 2. In all cases of transferring employees from one classification to another, or within classifications, the following factors will be considered:

- a. length of continuous service;
- b. knowledge, training, ability, skill and efficiency;
- c. physical fitness;
- d. attendance record.

Where factors "b", "c" and "d" are relatively equal, the length of continuous service shall govern.

Section 3.

- A. The accepted applicant will be given up to a four (4) calendar week trial period to determine his/her ability to perform the work and will be paid at his/her current rate of pay for the job from which the applicant was transferred until successful completion of the trial period. If at the end of the four (4) week trial period the Employer is unable to determine if the employee can satisfactorily operate the equipment or perform the work required in the job classification, it may grant up to an additional four (4) calendar week trial period to better evaluate the employee's performance. If an additional trial period is granted, the employee and the Local Union shall be notified in writing.
- B. If, in the discretion of the Employer, the applicant is unable to perform the work, the Employer may at any time end the trial period and return the employee back to his/her previous job and the employee will be advised in writing as to the reasons for discontinuance of the trial period. If during a trial period the employee determines he/she does not want to continue in the classification then the employee will revert back to his/her former job.
- C. If the applicant is not successful in completing the trial period, then the Employer may go to the next qualified applicant who has applied for the position. If there are no qualified applicants or no other employees have applied, the Employer may fill the position from outside.

- D. Once an employee is awarded a posted position and should he/she return to his/her previous position before his/her trial period ends, that employee will not be eligible to apply for another posted vacancy for six (6) months from the date he/she reverts back to his/her former position.
- E. If an employee is awarded a posted vacancy and completes the trial period he/she shall be ineligible to apply for another posting for six (6) months from the date he/she completes the trial period and assumes a new job classification on a permanent basis.
- F. Newly-hire employees may not bid on a posted job for six (6) months from the end of their probationary period unless mutually agreed otherwise by Employer and Union.

Section 4. Employees assigned to work lower than their classification shall receive pay at their regular assigned rate.

Section 5. In the daily assignments of equipment, first consideration shall be given to employees in the proper work classification. However, single axle trucks with underbody blades may be assigned to employees in probationary classifications.

Section 6. The Employer may for all job classifications hire from outside if there are no seniority employees who qualify for such position. The rate of pay for these employees during the probationary period shall be ten percent (10%) under the current pay scale for the vacant position.

ARTICLE 22. - New Equipment Classification

Temporary scale for all new equipment classifications or new equipment not of a size or kind presently owned and used by the Employer shall be negotiated with the Local Union President and Chief Steward. Such temporary scale shall remain in effect until the expiration of this contract.

ARTICLE 23. - Leave of Absence

Section 1. An employee applying for a leave of absence shall submit a written request to the Employer setting forth the reasons for such request and the dates involved. The Employer shall decide if the request for leave of absence is appropriate and will give its written answer to the employee with a copy to the Union.

Section 2. Employees, upon written request as set forth above, shall be granted a leave of absence without pay for a period of time not to exceed six (6) months for:

- a. Personal illness (physical or mental);
- b. Pregnancy;
- c. Paternity;
- d. Prolonged illness in immediate family;
- e. Educational leave (if work related).

Section 3. Leaves of absence for reasons other than set forth above may be granted in the sole discretion of the Employer. During a leave of absence provided for under Section 2, the employee's job assignment will not be held open, except as required by law, nor will the employee receive vacation time, sick leave, hospitalization, health and accident insurance, seniority or other benefits. However, an employee who has applied for and received a leave of absence for reasons of personal illness or pregnancy, will be entitled to accumulate seniority only. If the employee returns to work prior to or at the expiration of said leave, the employee will be given whatever job assignment is open and available and which he/she can perform.

Section 4. An employee selected by the Union to do Union work which takes him/her from regular employment with the Employer, shall, at the written request of the Union, receive a temporary leave of absence for a period not to exceed two (2) years, or the term of office, whichever may be shorter, and upon return shall be re-employed to an available job assignment according to his/her ability and experience and with accumulated seniority, but in no event shall he/she be assigned to a higher category than that held prior to the leave of absence.

Section 5. Members of the Union elected by the membership to attend a function of the International Union, such as a convention or educational conference, shall be allowed to attend at their own expense.

ARTICLE 24. - Military Leave

Employees who are in some branch of the Armed Forces Reserve or National Guard will be paid the difference between their Reserve or National Guard pay and their regular pay while on full-time active duty provided proof of service and pay is submitted, but no such differential payment shall exceed two (2) weeks per calendar year.

ARTICLE 25. - Personal Leave

An employee shall be entitled to three (3) personal leave days per year for business or other reasons which occur during regular working hours. These days will be deducted from the employee's accumulated sick leave. The conditions of Section 2 of Article 23 relative to job assignment, health and accident insurance, seniority and other benefits, will not apply. To qualify for "personal leave", the employee must give notice to his/her supervisor no less than two (2) days previous to the time of absence. In the event that the need for leave is of an emergency nature, the supervisor shall allow such leave with less notice on receipt of a signed written statement from the employee declaring that the need for leave is an emergency and stating the nature of the emergency.

ARTICLE 26 - Jury Duty

In the event an employee is called for jury duty, absence from work shall be granted for such purpose, provided the employee presents evidence of such duty to the employee's supervisor. The regular pay for such employee shall continue at his/her base rate while serving in such capacity, not to exceed eight (8) hours per day or forty (40) hours per week. The employee shall reimburse the Employer such sums received for jury duty, less compensation for mileage.

ARTICLE 27 - Bulletin Boards

Employees shall have the use of a bulletin board in all District Garages and the Administration Building for the purpose of posting Union activity notices. Further, the Employer agrees that officials of the Union will not be restricted in their use of the communication facilities, excluding Commission two-way radios, to conduct proper Union business. Any expense incurred in the use of such facilities shall be borne by the Union.

ARTICLE 28. - Health Insurance

Section 1.

A. The Employer will maintain, at no expense to the employee, hospitalization insurance, surgical fee benefits, and prescription drug coverage that are in effect on the effective date of the contract for eligible employees and their dependents.

- B. Government Insurance Program: Should the Employer be obligated by law to contribute to a governmental-sponsored insurance program, federal, state or local, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, the Employer shall be permitted to cancel benefits or policies which duplicate in whole or in part these compulsory governmental sponsored insurance programs. It is the intent of the parties that the Employer not be obligated to provide double coverage.
- C. When retired employees qualify for Medicare insurance program, they shall be required to sign up for this program and the Employer will reduce those benefits it provides accordingly that are duplicative of the Medicare benefits. Failure of a retired employee to sign up for Medicare insurance program will require the retired employee to pay the difference between what the Employer would pay for the reduced insurance program and what it must pay for insurance as a result of the retired employee's failure to sign up for Medicare insurance.
- D. Any employee may turn down the Standard Insurance Program and in the alternative select Blue Care Network, PPO, or Health Plus. The Employer will only be obligated to pay the premium rate for the Standard Insurance Program. The employee will be responsible to pay the difference, if they select a higher cost program, which shall be deducted from his/her pay.

Section 2.

- A. When one member of the family is covered under another group health care plan, a duplication of benefits can result. Benefits provided under this Article will be coordinated with benefits under other group health plans to insure that employees and dependents are covered but will not pay for duplication of benefits.

- B. Employees, including their dependents, may elect to withdraw, in writing, from the Health Insurance Coverage of the Employer. Those employees who withdraw will be paid \$100 per month in lieu of the health insurance. Employees may reapply for insurance coverage with 90 day notice. However, pre-existing conditions upon re-entry will be determined pursuant to the terms of the Master Policy Agreement.

Section 3.

- A. Retired employees who qualify for benefits under MERS, shall have the same benefits as active employees provided that employees who receive Medicare benefits will have those benefits coordinated with those provided by Employer to avoid duplication of payments.

- B. The Employer will pay the premiums for retired employees and their dependents as provided in Section 1A of this Article 28 and 29. Retired employees and spouses who are required to contribute to the cost of premiums shall make their payments to the Employer on the 1st of each month. Failure to make the payment on time will result in the termination of insurance coverage.

C. Benefits for retired employees will be continued for the spouse of any employee who dies after he/she retires subject to the same requirements as set forth in this Section 3. Provided, however, the spouse must have been married to the employee at the time he/she retired. Also, these benefits will additionally be provided to other named dependents of the deceased retiree until they reach their nineteenth (19th) birthday. Should any spouse of a deceased retiree remarry, all health and dental insurance coverages shall terminate at the end of the month in which the marriage occurs.

Section 4 - The Employer shall have the sole right to determine the health insurance carrier after consultation with the Union. In the event of a change in insurance carriers, the new carrier will provide the same or equivalent benefits as were in effect on the effective date of this Agreement.

ARTICLE 29. - Dental Insurance

Section 1 - The Employer will maintain, at no expense to the employee, the present Dental Insurance coverage in effect as of the effective date of the contract.

Section 2 - The Employer will have the sole right to determine the Dental Insurance carrier after consultation with the Union. In the event of a change in insurance carriers, the new carrier will provide the same or equivalent benefits as were in effect on the effective date of this Agreement.

ARTICLE 30. - Sickness & Accident Insurance

The Employer will provide a group health and accident policy, which shall pay a benefit of One Hundred Fifty Dollars (\$150), per week for a period of twenty-six (26) weeks, when an employee's sick leave is exhausted.

ARTICLE 31. - Life Insurance

The Employer will provide a group life insurance policy for each employee in the amount of Fifteen Thousand Dollars (\$15,000), with double indemnity clause. Said policy shall cover employees through retirement at the reduced coverage as provided by the carrier.

ARTICLE 32. - Optical Insurance

Section 1 - If the Employer institutes a safety glass program, the Employer will provide one pair of non-prescription safety glasses or goggles per employee per calendar year. If an employee should lose or misplace his or her safety glasses or goggles, then the employee will have to replace the glasses or goggles at his or her own expense. If the non-prescription safety glasses or goggles are damaged, the employee may turn the glasses or goggles in to the Employer and will receive a replacement pair.

Section 2.

- A. The Employer will pay up to \$110 per employee per calendar year for one pair of regular or safety prescription eyeglass lenses and frames.
- B. The Employer will pay up to \$110 for prescription eyeglass lenses and frames for an employees current spouse once every three (3) calendar years.
- C. Employees will be responsible for the cost and payment of an eye examination.

ARTICLE 33. - Funeral Leave

Section 1. Employees shall be granted up to three (3) working days absence with pay for the purpose of preparing for, taking part in, or attending a funeral of an employee's immediate family, which shall be wife, child, stepchild, brother, sister, parents, parents-in-law, son-in-law, daughter-in-law, grandchild, or family member residing in the employee's household. One (1) additional day travel time shall be allowed for the funeral of a member of the immediate family occurring at a distance of five hundred (500) miles or more from Saginaw.

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

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

ARTICLE 34. - Vacations

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

During 1st year	None
During 2nd year	14 days
During 3rd year	14 days
During 4th year	14 days
During 5th year	14 days
During 6th year	14 days
During 7th year	14 days
During 8th year	15 days
During 9th year	16 days
During 10th year	17 days
During 11th year	18 days
During 12th year	19 days
During 16th year	20 days
During 20th year	21 days
During 21st year	22 days
During 22nd year	23 days
During 23rd year	24 days
During 24th year	25 days

Section 2. Vacation pay shall be computed at the employee's regular rate per hour times the standard day, as defined in Article 35, Hours of Work.

Section 3. Vacation time will not be allowed without a written request from the employee approved and signed by his/her immediate supervisor and submitted to the maintenance superintendent or to some other designated authority, at least four (4) working days prior to the employee's intended vacation. In the event of an emergency, the maintenance superintendent or one designated, may waive this provision.

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

Section 5. After the first year, employees who have worked one hundred twenty-five (125) days, or more, shall receive full vacation credit. Employees who have worked less than one hundred twenty-five (125) days but have worked at least sixty (60) days shall receive one-half ($\frac{1}{2}$) vacation credit. Employees who have worked less than sixty (60) days shall receive no vacation credit. Upon the death of an employee, the cash value of any earned vacation time shall be paid to his/her beneficiary. Employees will be allowed to accumulate a maximum of twenty (20) days of vacation time which may be carried over to the succeeding year. A retiring employee will be allowed to take any vacation days earned during the year of retirement.

Section 6.

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

Section 7. Employees may request to be paid up to two (2) weeks pay in lieu of vacation time off. Requests to be paid in lieu of vacation time off must be made at least three (3) weeks before the employee's anniversary date of hire and payment will be made by the Employer on the first payday after the anniversary date of hire of the employee.

ARTICLE 35. - Hours of Work

Section 1. The normal workweek shall be forty (40) hours per week consisting of five (5) eight (8) hour days. The standard workday shall be from 7:00 a.m. to 3:30 p.m. The standard workday for the second shift shall be from 3:00 p.m. to 11:30 p.m. The standard workday for the third shift shall be 11:00 p.m. to 7:30 a.m.

Section 2. Individual employees may be asked to start up to one (1) hour earlier and quit one (1) hour earlier; or start one (1) hour later and quit one (1) hour later than regular working hours. No employee will be asked to make this hour shift unless he/she personally agrees in writing, and all such changes shall be of a temporary nature to accommodate particular work operations.

Section 3. Normal lunch periods for the first shift shall be from 11:30 a.m. to 12:00 noon. In the event that job requirements of a particular project make it impractical to eat at exactly this time, the Supervisor (group leader, foreman) in charge of the project or job shall have the authority to move the lunch period forward or backward up to one (1) hour before or one (1) hour after the assigned time.

Section 4. - Rest Periods. Each first shift employee will be allowed one (1) fifteen (15) minute rest period in the first half of the shift, the time to be 9:30 a.m. to 9:45 a.m. Also, each first shift employee will be allowed one (1) fifteen (15) minute rest period in the last half of the shift, time to be 2:00 p.m. to 2:15 p.m.

ARTICLE 36. - Overtime

Section 1. Overtime shall be computed on the basis of one and one-half (1-1/2) times the regularly hourly rate for all hours worked in excess of the regular workday of the regular workweek.

Section 2. Overtime will be divided among employees as evenly as practicable.

ARTICLE 37. - Call-In/Emergency Call-In

Section 1. Unless modified by other Articles or paragraphs in this Agreement, employees reporting to work at their regular time shall be entitled to a maximum of two (2) hours of base pay. Any employee commencing work on his/her regular schedule shall be entitled to a minimum of four (4) hours at base pay. Employees who are compensated under this section may at the option of the Employer be required to perform any work available which the Employer deems they are capable of performing.

Section 2. Employees who are called into work by supervision outside of their regular scheduled working hours shall be entitled to a minimum of four (4) hours at one and one-half (1-1/2) times their base rate of pay, unless the hours worked are an extension before or after the regular working hours.

Section 3. If an employee is called out on a holiday set forth in this Agreement the employee shall be paid a minimum of four (4) hours at the overtime premium rate. If an employee voluntarily leaves work before four (4) hours have elapsed, he/she then will only be paid for hours actually worked at the overtime rate.

Section 4. When an employee is called in before the start of his/her regular shift and such call in is an extension of his/her regular work day, the employee shall be allowed to complete the regular work day in addition to such extra hours as may have been worked.

Section 5. In the event of an emergency, should it become necessary to call in employees on an overtime basis, the order of call-in will be first to those employees who normally work those hours in their assigned location and in their department irrespective of the day of the week.

ARTICLE 38. - Emergency Work

In order to provide optimum service to the public during an emergency, employees will be called in as needed. When employees are called in, additional employees may be called in to provide the necessary service to vehicles during the time of the emergency operation. The operation will continue until in the opinion of the Department Head or designee, the emergency conditions have abated and can be controlled under the normal work schedule.

ARTICLE 39. - Work Equipment Allowance

Section 1. The Employer shall furnish protective clothing (coveralls and gloves) to all employees who are required to operate the back of the Asphalt Distributor.

Section 2. The Employer will furnish to the mechanics, two (2) changes of clothing per week, consisting of two (2) shirts and two (2) pairs of pants.

Section 3. The Employer will make available to the mechanics metric tools to use when it becomes necessary.

Section 4. The Employer agrees to replace broken and worn out tools used by mechanics in the performance of their duties with tools of equivalent value; not necessarily the same brands; provided such tools are turned in to the stock clerk when there is need for replacement. The Employer will make available coveralls for the bridge welders in the van.

Section 5. It is agreed that the Employer will provide arm patches for the weighmaster, a member of the Union, as provided for by Michigan law, and will also provide a uniform allowance of \$150 per year, to be paid on each anniversary date of the employee's assignment to the job of weighmaster. It is also agreed that the weighmaster will provide and wear uniforms of a para-military design and similar to those worn by the county sheriff road patrol officers. Uniforms to be worn whenever the employee might be called upon to enforce state and county weight restrictions.

Section 6. It is agreed by the parties that the furnishing of protective clothing; other than hard hats, will be limited to the following personnel and jobs (NOTE: one change equals one coverall or shirt and pants uniform):

<u>Classification</u>	<u>Number of Changes</u>
Tar Distributor	1 change per unit per week
Tire Person	2 changes per employee per week
Mechanics	2 changes per employee per week
Welder	1 change per employee per week
Pressurized Spray Painting of Equipment	1 change per unit per week
Second Shift Personnel	1 change per employee per week
Third Shift Personnel	1 change per employee per week
Hemlock Garage	Maximum - 1 change per week
Chesaning Garage	Maximum - 1 change per week

ARTICLE 40. - Longevity Pay

Section 1.

- A. Longevity pay allowance shall be paid once each year between November 15th and December 15th. Payment will be made by separate check.

- B. To be eligible for the first level of longevity pay, an employee must have five (5) years of service on his/her anniversary date of hire preceding November 1 of the year of payment.

- C. To be eligible for higher levels of longevity pay, an employee must complete the tenth (10th), fifteenth (15th) and twenty-fifth (25th) year of service on his/her anniversary date of hire preceding November 1 of the year of payment.

Section 2. Longevity pay will be paid to all employees who are eligible according the following schedule:

5 - 9 years of service	\$850.00
10 - 14 years of service	\$1350.00
15 - 24 years of service	\$1850.00
25 years of service & over	\$2350.00

ARTICLE 41. - Work and Safety Rules

Section 1. The Employer reserves the right to establish reasonable work rules and regulations. In the event the Employer amends and/or establishes new work or safety rules, they shall be subject to discussion with the Local Union representatives, and shall be posted or made available to all employees prior to the effective date. Such work rules or regulations are subject to the grievance procedure at the time the Employer either establishes or applies them.

Section 2. A Safety Committee composed of three (3) representatives designated by the Local Union and three (3) representatives of the Employer shall meet monthly at the times agreed upon by the Committee during regular daytime working hours. All employees shall meet semi-annually. The preparation of programs for these semi-annual meeting is the responsibility of the Safety Committee.

Section 3. An employee shall wear a hard hat at all times, except when operating covered equipment. The Employer shall furnish each employee with one (1) hard hat. Any additional hats shall be at the expense of the employee unless the loss is justified satisfactorily to the Employer.

Section 4. A violation of safety rules and regulations may be grounds for disciplinary action.

ARTICLE 42. - Training Program

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

ARTICLE 43. - General Provisions

Section 1. Sealcoat and Construction Crews. In the interest of public safety and cost control, employees involved in the use of bituminous sealcoat or construction involving redi-mix concrete will be expected to complete these assignments to a state or condition in order to complete the use of delivered materials, and safe for public use. Such activity may be extended beyond normal quitting time. Management will make every effort to schedule all work and material deliveries to avoid overtime. The Employer will take into consideration those employees traveling in car pools in selecting employees to work overtime.

Section 2. Use of Non-Bargaining Unit Personnel. The Employer hereby agrees that it is not their intent to use sub-contractors and/or supervisory employees to cause the laying-off or loss of jobs of bargaining unit employees.

Section 3. The Union would like to have an E.A.P. The parties would like to look at alternative programs that may be available.

ARTICLE 44. - Holiday Provisions

Section 1. All seniority employees shall be eligible to receive holiday pay under the following schedule of paid holidays: New Year's Day; Good Friday; Memorial Day; Fourth of July; Labor Day; Veterans Day (November 11); Thanksgiving Day; the day following Thanksgiving Day; Christmas Eve Day; Christmas Day; and New Year's Eve Day.

- A. Whenever one of these holidays occurs on Saturday, it shall be recognized on the preceding Friday.
- B. Whenever one of these holidays occurs on a Sunday, it shall be recognized on the subsequent Monday.

Section 2. Any employee who fails to report for work on a workday before or after a paid holiday shall forfeit his holiday pay unless he/she is on sick leave, vacation or other approved absence.

Section 3. Any employee required to work on any holiday designated above shall be compensated at one and one-half (1-1/2) times his regular rate of pay for the hours worked, or as it relates to Article 36, Overtime. Vacation days and holidays shall be considered as days worked.

ARTICLE 45. - Sick Leave

Section 1. An employee shall receive one (1) days sick leave with pay for each completed month of service. No employee shall receive sick leave benefits during an approved leave of absence. Unlimited accumulation of sick leave shall begin with days earned after January 1, 1969. All employees will receive credit for days of sick leave earned under the provisions of previous agreements with the Employer. During the time an employee is on approved sick leave, he/she will accumulate additional sick leave and vacation; such leave will be considered as a day worked.

Section 2.

- A. Before an employee may utilize his/her sick leave allowance, he/she must notify his/her foreman or Department Head of the intended absence. The employee may use sick leave for absences due to illness, injury or exposure to a contagious disease endangering the health of other employees. Sick leave will be charged in 1/2 work day (4 hours) increments, either morning or afternoon.

- B. Sick leave may be allowed with twenty-four (24) hours notice and with prior approval of the immediate supervisor or Department Head for eye examinations, dental work, physical examinations or other routine prophylaxis and maintenance health needs, and therapy treatments. Sick leave will be charged for appointments in 1/2 work day (4 hour) increments either morning or afternoon unless approved for a longer period by the Department Head.

C. Call in time for notification of sick leave will be from thirty (30) minutes before until thirty (30) minutes after the starting time at which time the employee will be notified of the necessity of providing a doctor's written statement.

D. In the event the employee's absence is due to a work incurred injury or illness for which the employee is entitled to Worker's Compensation, the employee may utilize sick leave allowance to make up the difference between the Worker's Compensation payments and regular wages. However, in no case shall the employee receive more through this combination than what the employee would receive by his regular wages.

Section 3. Sick leave pay shall commence on the first day of absence. Except in case of emergencies, the immediate supervisor will approve such absence so long as enough prior notice (forty-eight (48) hours) is given to properly arrange work schedules. In emergency situations, employees must notify their immediate supervisor during the thirty (30) minutes before or after their starting time. In case of absence due to work-incurred injuries covered by Worker's Compensation, sick leave will commence with the first day of absence.

Section 4. To be eligible for benefits, when requested by the Employer, an employee shall be required to submit a written statement within two (2) workdays after the beginning of his/her absence on a form provided by the Employer, and filled out by the employee, or his/her attending physician. If a doctor's statement is required, a form provided by the doctor will be acceptable. The Employer reserves the right to request examination and make any inquiries deemed advisable. This plan is provided to aid employees in meeting their expenses while suffering from illness or accident. Any employee

Section 4. - (continued)

submitting a claim based on a false statement or covering a period during which the employee was not actually disabled, will be considered as abusing the sick leave privilege. An employee abusing these privileges will be subject to disciplinary action. Employees who are observed frequenting taverns or hunting and fishing expeditions while drawing sick leave benefits, or any other such activity not normally pursued by persons who are truly sick will be considered as abusing their sick leave privileges, unless written doctor's authorization is presented.

Section 5. When an employee has exhausted his/her accumulated sick leave, he/she shall automatically receive extended leave due to illness under the terms of the Employer's Sickness and Accident Insurance Policy.

Section 6. An employee, at the time of retirement or death, who, three hundred and sixty-five (365) days prior to his/her retirement or death, has accumulated sick leave, shall receive a lump sum payment for the accumulated sick leave at the rate of sixty-five percent (65%) of the accumulated sick leave days in the employee's bank at the date of retirement or death. Payment of any accumulated sick leave to an employee at retirement or death shall be based on the employee's base rate of pay on the date of retirement or death.

B. Payment to a deceased employee will be made to the employee's named beneficiary as set forth on the MERS form.

ARTICLE 46. - Wage/Job Classification

A. The following shall be the job classifications and hourly base rates effective the first full pay period after the effective date of the contract.

	<u>RATE</u>
GROUP 1	\$11.00
Receptionist/Clerk-Typist	
Dispatcher	
GROUP 2	\$12.98
Office Design Technician	
Engineering Aide I	
Payroll Clerk	
GROUP 3	\$15.05
Equipment & Facility Maint. Employees	
Truck Drivers	
Sign Division Employees	
Patch Master Employees	
Front End Loader Operators	
Traffic Data Clerk	
Engineering Aide II	
Operators of:	
tandems, blade trucks, distributors, rollers,	
shouldering machines, self-propelled chip spreaders,	
self-propelled street sweepers, tri-axles, semi-tractors,	
sewer cleaners and vacuums.	
GROUP 4	\$15.35
Assistant Mechanics	
Assistant Welders	
Grader Operators	
Tractor Backhoe Operators	
Engineering Aide III	

GROUP 5	\$15.59
Mechanics	
Welders	
Group Leaders	
Gradall Hydraulic Backhoe (3/8 cubic or larger) Operators	
Engineering Aide IV	
Stock Clerk	
Weighmaster	

GROUP 6	\$15.82
Crane & Hydra-Unit Operators	
Senior Mechanics	
Senior Welders	

B. All employees must have and maintain a valid commercial drivers license (CDL) and class designations as determined by Employer.

C. Employees who are receiving an hourly pay rate higher than the rate for their present classification held on the effective date of this agreement, will have their present hourly rate frozen until such time as the rate for their classification matches their frozen rate.

NOTE: The rates included in this section include the present cost of living adjustment.)

The Employer will pay each employee in the bargaining unit a \$550 bonus upon the first full pay period following ratification of this Agreement.

In the first pay period following February 9, 1995, the Employer will pay each member of the bargaining unit a \$550 bonus.

On February 9, 1996, the Employer will increase the hourly rates of pay for all classifications by thirty-five cents (35¢) per hour.

On February 9, 1997, the Employer will increase the hourly rates of pay for all classifications by thirty-five cents (35¢) per hour.

On February 9, 1998, the Employer will increase the hourly rates of pay for all classifications by thirty cents (30¢) per hour.

ARTICLE 47. -Premiums

Premium for night equipment maintenance crew, second shift, will be seven percent (7%) over daytime rate. This premium will be paid to all employees whose regular shift starts after 3:30 p.m.

Premium for night equipment maintenance crews, third shift, will be ten percent (10%) over daytime rate. This premium will be paid to all employees whose regular shift starts after 11:00 p.m.

Those promoted to heavy equipment and the various grades of mechanic will start at ten cents (.10) per hour under scale and will be advanced to full rate when they have demonstrated competence in all aspects of that classification.
(This Section overrides Article 21.)

ARTICLE 48. - Waiver

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between the parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

Section 3. 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 parties at the time that they negotiated or signed this Agreement.

ARTICLE 49. - Pension

Section 1. The Employer agrees to continue to apply the Municipal Employees Retirement System (MERS) B-2 Plan to employees in the bargaining unit represented by the Union for the duration of this Agreement as set forth in the Plan, the terms and conditions of which are binding on the parties as though fully set forth herein, with the same benefits as presently in effect.

Section 2. Effective as soon as reasonably practicable after ratification of this Agreement by both parties, the Employer agrees to the waiver of Section 47f of the Retirement Law, providing for no reduction in pension for those employees who retire and are less than sixty (60), but at least fifty-five (55) years of age with twenty-five (25) years or more of credited service.

ARTICLE 50. - Duration and Termination

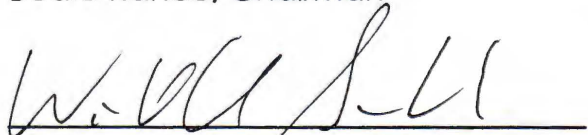
Section 1. This Agreement, as to terms, conditions and hours of employment, shall be effective and shall remain in full force and effect without change, addition or amendment from February 9, 1994, through February 9, 1999, and automatically be renewed from year to year thereafter, provided that either party hereto may terminate, change or modify the Agreement by serving written notice on the other party of its desire to terminate, change or modify at least sixty (60) days prior to February 9, 1999.

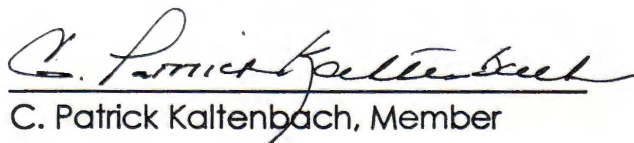
Section 2. If any law now existing or hereafter enacted, or any proclamation, regulation or edict or any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated, and the remaining Articles and Section shall remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 5th day of April, 1994.

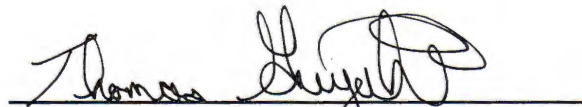
BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF SAGINAW, MICHIGAN



Beale Rance, Chairman

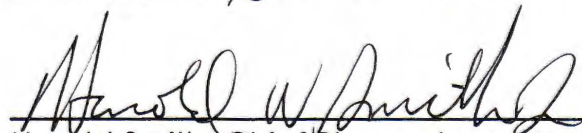

William C. Schuler, Vice Chairman


C. Patrick Kaltenbach, Member

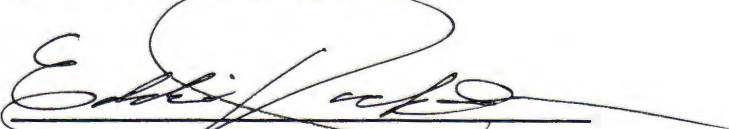
SAGINAW CO. ROAD COMMISSION
EMPLOYEES, LOCAL 1987 OF
AFSCME, AFL-CIO


Thomas Greyerbiehl, President


Bill Schaufelberger, Vice President


Harold Smith, Chief Steward


Dennis Burke, Steward


Eddie Jackson, Steward