AGREEMENT

THIS AGREEMENT, made and entered into this <u>lst</u> day of <u>September</u>, 1973, by and between the Menominee County Road Commission, hereinafter termend 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 called the "Union".

#### WITNESSETH

ARTICLE I

Michigan State University LABOR AND INDUSTRIAL RELATIONS LIBRARY

# RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent certified by the State Labor Mediation Board for a Unit described as "all employees except office employees, student employees and supervisors" and both parties agree that the classifications of employees included within said bargaining unit are those listed in Schedule A attached hereto and made a part hereof.

# ARTICLE II UNION SECURITY

A. All present employees who are members of the Local Union on the effective date of this section, shall remain members in good standing of the Local Union as a condition of employment. All employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on or after the 31st day following the beginning of their employment or after the 31st day following the effective date of this agreement, whichever is the later.

B. When the Employer needs additional help, it shall give the Union equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Union.

# ARTICLE III CHECKOFF

The Employer agrees to deduct from the pay check of those employees who have signed an authorization payroll deduction card, a sum certified by the Secretary-Treasurer of the Union to be the uniform dues and assessments of membership in the Union. Deductions will be made from the first payroll period of each month and the total dues will be remitted to the Union. Deductions from an employee's pay will terminate when his employment terminates, or upon termination of the signed authorization.

Menominee County Road Commission 3222 10th. St. Menominee, Mich. 19858

# ARTICLE IV WAGES

Wages of all employees covered by this agreement have been negotiated and agreed upon by the parties and set forth in Schedule A attached hereto and made a part hereof.

The classification of employees to fit into the classifications as shown on said Schedule shall be a subject of bargaining. An employee, who for any reason cannot continue to work in the classification to which he is assigned may be reclassified and his rate of pay will change to that of the new classification.

Employees who are assigned to a higher-rated job shall receive the higher rate of pay while on that job. Employees assigned a higher classification for more than thirty (30) calendar days in a three (3) month period, other than temporarily assigned while regular operator is on vacation or sick-leave, shall receive permanent classification. Employees who are temporarily assigned to perform work in a lower-rated classification, shall not receive a reduction in wages.

Time and one-half shall be paid after forty (40) hours per week.

## ARTICLE V 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 employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

# ARTICLE VI SENORITY

Section 1. 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, not-withstanding, the Employer shall designate classifications for all employees.

<u>Section 2.</u> The Employer will list all employees in the bargaining unit in the order of their hiring dates. Such list shall be posted in conspicuous places in all three shops. Any disagreements as to seniority as posted shall be submitted to the Grievance Procedure within thirty (30) days after posting.

#### Section 3. In a case of reduction in the work force, the last employee

hired shall be the first laid off and in returning to work, the last employee laid off shall be the first to be hired, but in no case shall any new help be hired until all employees are called back who are qualified for the employment available. Preference in work schedules shall be given in accordance with seniority.

<u>Section 4</u>. Seniority will be terminated by discharge, resignation or continuous layoff of more than one year. Seniority shall be interrupted and shall not accumulate during leaves of absence but shall resume upon termination of leaves of absence.

Section 5. Employees in layoff status shall be recalled according to seniority by written notice mailed to his address on record with his employer. If the employee fails to report to work within three (3) days of mailing of said notice, the Employer may recall the next employee on the seniority list being restored to his former position only when recalled and employed.

<u>Section 6</u>. New Job, Vacancies, New Equipment, Promotion, Demotion: The above shall be defined as follows in this agreement: <u>New Job</u> - 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. <u>Vacancy</u> - When mutually agreed by the Employer and the Union, a position requires a man full time, it shall be declared vacant. Upon a job being declared vacant, it shall be posted for a period of two weeks, after which the results of the posting shall be put into effect.

<u>New Equipment</u> - Newly acquired equipment shall be considered new equipment. Operators for new equipment shall be selected by posting. The senior man in the job classification now operating similar equipment in the district to which the new equipment is assigned, shall receive preference. <u>Promotion</u> - An employee shall be considered promoted when he has qualified

<u>Demotion</u> - An employee shall be considered demoted, when he successfully qualifies for a lower job classification.

for a higher paying job qualification.

<u>Section A</u>: Requests for either promotion or demotion shall be considered only when a wacancy in any particular job classification exists.

<u>Section B</u>: Promotion or demotion shall be made on the basis of an employee's qualifications and his status on the seniority list. The senior employee applying for the job shall be granted a trial period of not more than four weeks to determine as to whether or not he qualifies for the job.

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.

-3-



# ARTICLE VII DISCHARGE OR SUSPENSION

<u>Section 1</u>. Employer shall not discharge or suspend any employee without just cause.

<u>Section 2</u>. If an employee is guilty of a breach of the Employer's rules and regulations or of this contract requiring disciplinary action, he shall be given one warning in writing stating the nature of the conduct for which he is being warned, with copy to the Union. If an employee is guilty of a repetition of the conduct for which he has received his written warning, Employer may discipline in any manner up to and including discharge.

<u>Section 3</u>. As an exception to the above section, the Employer may discharge summarily without warning any employee found under the influence of alcohol or drugs or quilty of dishonesty of any kind, while on the job.

<u>Section 4</u>. The warning notice herein provided shall not remain in effect longer than six (6) months as a basis for discharge.

<u>Section 5</u>. All disciplinary action including discharge must be in proper written notice to the employee with a copy to the Union. Any employee may request an investigation of his disciplinary action. Should such an investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay for any lost time.

<u>Section 6</u>. All personnel actions in accordance with this section shall be subject to the Grievance Procedure.

#### ARTICLE VIII

## GRIEVANCE PROCEDURE

Section 1. In the event of any grievance or complaint arising under and during the term of this agreement, an effort shall be made to adjust same in an amicable manner between the Employer and the Union. In the event that such grievance and complaint cannot be settled in this manner, the question may be submitted by either party to arbitration as hereinafter provided. No proceedings in any court may be brought which are subject to this grievance procedure until and unless this grievance procedure has been exhausted.

Section 2. Either party may demand arbitration by giving two (2) days notice in writing to the other party of its desire to arbitrate. Arbitration shall be by a single arbitrator selected in the foldowing manner: A request that three (3) arbitrators be named shall be submitted over the signature of both the Employer and the Union to the Michigan Labor Mediation Board. Upon receipt of the three names, each party may strike off one name, then remaining shall be the arbitrator.

The decision of the arbitrator shall be binding on both parties. The expenses of arbitration shall be shared equally by the Employer and the Union, other than legal fees for representation in the arbitration procedure. The Arbitrator shall have jurisdiction to determine whether the grievance is arbitrable under the terms of this agreement including procedural aspects of such grievance. Both parties agree that no resort to the courts shall be made from the decision of the arbitrator, it being understood that this cannot and does not bind the individual employee who may act on his own.

## ARTICLE IX STEWARDS

The Employer recognizes the right of the Union to designate job stewards in such numbers and grant such titles as it wishes and that such stewards shall have certain defined duties and authorities with reference to the employees.

The Employer agrees that such stewards may perform their duties during working hours provided that the performance of such duties does not require the steward to neglect his work as assigned by the Employer and does not interfere with the work assigned any other employee by the Employer. If a special situation should arise in which the steward must perform one of the duties of his stewardship in a manner which will interfere with his work or that of some other employee, he shall seek permission from his immediate supervisor. Immediate supervisors shall be: Construction Engineer, Maintenance Superintendent, or the Stephenson and Powers District Foremen. If the immediate supervisor feels that he cannot grant such permission, he shall immediately contact the Superintendent and get a decision.

## ARTICLE X LEAVES OF ABSENCE

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

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.

## ARTICLE XI LIMITATIONS OF AUTHORITY AND LIABILITY

<u>Section 1</u>. No employee or union member shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. (The Union shall not be liable for any such activities.)

<u>Section 2</u>. During the life of this agreement, the Union shall not authorize any work stoppage of any kind or any slowdown or interference with work schedule.

# ARTICLE XII PROTECTION OF RIGHTS

Section 1. It shall not be a violation of this contract and it shall not be cause for discharge or disciplinary action if any employee or employees refuse to enter upon any property involved in a labor dispute or refuse to go through or work behind any picket line including picket lines at the Employer's place or places of business, nor shall the exercise of any rights permitted by any law be a violation of this contract; but a violation of any labor relations law shall also be a violation of this contract.

The Union agrees that in the event that the Employer becomes involved in a controversy with any other union, the Union will do all in its power to help effect a fair settlement.

Section 2. Any grievance claiming a violation of this section shall be submitted to arbitration within five (5) days after filing such grievance, any other provision of this agreement notwithstanding, and neither party shall challenge the arbitrability or right to arbitrate such a grievance if it arises. The arbitrator may make such affirmative order and award as he shall consider necessary to remedy any breach of this article and such award shall be final and binding upon the parties.

# ARTICLE XIII PENSION AND HOSPITALIZATION INSURANCE CLAUSE

The Employer agrees to pay into the Central States, Southeast, and Southwest Areas Pension Fund, a contribution of \$5.00 per week for each employee covered by this collective bargaining agreement who is on the regular seniority list, effective September 1, 1974, and an additional \$1.00 per week, effective September 1, 1975, to provide for a \$200.00 or more per month Pension Plan.

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 cases 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 offthe-job injury and Employer is notified of such absence, the Employer shall continue to make the required contributions into the Pension Fund for a period of eight weeks and all employees on layoff desire to continue individual participation in the pension plan, the Employer agrees to accept prepayment of monies to pay the required contributions into the Pension Fund for a period not to exceed twelve (12) weeks additional. If any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of not more than six (6) months.

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 employers' associations who are signatories to similar collective bargaining agreements signed with the Teamsters Unions, 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 Penison Fund, he shall become obligated to pay interest at the rate of 6% per annum on such monies due from the date when payment was due and to the date when payment is made.

Hospitalization Insurance provisions are shown on Schedule "B" attached hereto and made a part hereof.

## ARTICLE XIV 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 is ordered to report 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 ordered to report and registered 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, employee shall receive at least four (4) hours work or pay equivalent thereof.

## ARTICLE XV PAY PERIOD

All regular employees covered by this agreement shall be paid every other Friday, with a hold-back of five 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 or Union Representative.

# ARTICLE XVI 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 arrangements; 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 XVII UNIFORMS

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. No employee shall be required to wear a uniform that does not bear the Union lable. The Union emblem or insignia may be sewn on the uniform. Employer agrees to provide cover-alls for mechanics, mechanic helpers and black-top mixer employees.

## ARTICLE XVIII 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 XIX 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 setforth, 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 restraint, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

#### ARTICLE XX INSPECTION PRIVILEGES

The Employer will permit inspection of records by the Union Representatives, during working hours, upon request in the presence of Employers' representatives, of materials pertinent to this Agreement.

## ARTICLE XXI ILLEGAL DEDUCTION FROM EMPLOYEES" 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 XXII SAFETY

Under no circumstances will the employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or governmental regulation relating to safety of person or equipment. Employee shall be required to obtain and wear safety shoes by May 1, 1974. Company to implement a shoe program. Employee shall also be required to wear safety hats, when provided by Employer, at all times.

#### ARTICLE XXIII UNION BULLETIN BOARDS

The Employer agrees to provide suitable space for the Union bulletin board at each project, and garage or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

## ARTICLE XXIV VACATIONS

A. Employees who have been employed by the Employer for a period of one year or more, shall be entitled to a vacation as provided for in the following table:

YEARS	OF SERVICE	VACATION	ALLOWANCE
1	year	5	days
2	years	10	days
5	years	15	days
15	years	20	days

B. Employer may designate a vacation period and shall generally designate the first week in July and the first week in deer season.

C. Employees entitled to one week may choose either Employer's designated vacation week. Employees entitled to two weeks may choose both Employer's designated vacation weeks or may choose either Employer's designated week and add on his other week. Employees entitled to three or four weeks may take either or both Employer's designated vacation weeks and add his additional time to either or both. Such employees 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. All vacations shall be taken in multiples of five (5) days. No employee shall receive less vacation under this agreement than under previous arrangements.

## ARTICLE XXV SICK AND BEREAVEMENT LEAVE

Each regular employee shall earn sick leave with pay at the rate of one (1) day for each month of employment in which the employee works at least twelve days and has qualified as a regular employee. Sick leave may be accumulated to a maximum of sixty (60) days.

In the event of sickness or disability resulting from injuries or accidents which are compensable under Workmen's Compensation, the employee will be entitled to sick leave pay in the amount necessary to make up the difference between what he receives from compensation and his regular earnings for a forty (40) hour week.

At least one (1) hour before the commencement of his regular work shift, any employee who intends to claim sick leave shall notify his supervisor. A doctor's certificate shall be necessary to claim sick leave in excess of three (3) days.

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

Any individual employee who wilfully violates or other wise misuses this policy affecting sick leave or who misrepresents any statement or condition as required hereunder will forfeit all accumulations abovementioned and any further rights under this sick leave policy for one year.

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 retirement, the employee shall be paid for all of his accumulated sick leave at the employee's prevailing rate of pay.

Sick leave time shall be posted quarterly by the Employer.

Upon having accrued sixty (60) days 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 XXVI JURY DUTY

If an employee is called for jury duty, he shall be compensated for the difference between his regular rate of pay and the fees which he recieved for jury duty. He shall not be required to use sick leave for jury duty.

## ARTICLE XXVII HOLIDAY PAY

Employees shall receive their regular wages in the weeks the following named holidays occur: Day before New Years Day; New Years Day; Fourth of July; Memorial Day; Labor Day; Thanksgiving Day; Day before Christmas; and Christmas Day.

Should any holiday fall on Sunday, Monday shall be considered to be the holiday. If the holiday should fall on Saturday, then Friday Shall be considered the holiday.

In the event a holiday occurs while an employee is on sick leave, he shall receive holiday pay for the holiday and no charge will be made against his accumulated sick leave.

Employees called to work on any of the above-mentioned holidays, shall receive a guarantee of four (4) hours at time and one-half his regular rate of pay.

# ARTICLE XXVIII WORK WEEK AND WORK DAY

The normal work week shall be Monday through Friday and shall consist of eight (8) hours per day between the hours of 7:00 A.M. and 12:00 Noon and 12:30 P.M. and 3:30 P.M.

All employees shall be allowed a fifteen minute rest period approximately in the middle of the morning shift. In working overtime, the hours of work shall be equalized insofar as possible in the various job classifications.

During daylight-saving time during the summer, employees may, on a trial basis of one month, be permitted to work four (4) ten (10) hour days. Employer reserves the right  $t_0$  cancel at any time.

# ARTICLE XXIX TRAVEL TIME

Reasonable travel time shall be allowed from the shop to the site of work. Time shall be set by a representative of the Employer and the Union.

# ARTICLE XXX 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 Superintendent may call in such employees as in his judgement 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.

#### SCHEDULE "A"

Wage Classification	9/1/73	9/1/74	9/1/75
<ol> <li>Heavy Duty Equipment Operators: Shovel Oper., Bulldozer Opr., Crusher Opr., Motor Gdr. Opr., Loader Opr. (greater than 4 yd)</li> </ol>	3.70	3.95	4.20
<ol> <li>Equipment Operators:</li> <li>Bit. machine Oprs., Bucket Loaders (less than 4 yd), FWD Trucks, Tandems, Bottom Dump Trailers</li> </ol>	3.60	3.80	4.00
3. Light Trucks & Equipment: Crusher Helper	3.55	3.75	3.95
4. Park Tenders	3.30	3.50	3.70
5. Chief Mechanic	3.70	3.90	4.10
6. Mechanic Helper	3.40	3.60	380
7. Laborers	3.30	3.50	3.70

- Welders shall receive \$0.25 per hour over classification #1 when hand welding on crusher rolls. When welding automatically shall receive #1 rate.
- Bodyman to receive additional \$0.25 per hour over classification #2, while doing body work.

#### Cost of Living:

It is further agreed that the amount of cost of living, not to exceed an amount of  $8\phi$  each year of the contract, will be added to the hourly rate by the formula provided below:

An amount of 1¢ per hour shall be added to the base rate for each 0.5 rise in the cost of living index, based on a national average, put out by the Bureau of Labor Statistics. The base is to be the figure of July 1. In no event is it to exceed the amount of 8¢ for each year, applicable after each September 1 of the contract.

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.

#### SCHEDULE "B"

There is currently in effect, a Group Hospitalization Program with Blue Cross/Blue Shield, which shall be continued in effect in accordance with rules and regulations of Michigan Hospital Service.

The Employer will pay the full premium for each employee and his dependents.

#### ARTICLE XXXI

#### MANDATORY RETIREMENT

Retirement shall be mandatory at age 65 except that present employees may be permitted to work past that age long enought to qualify for the Pension Plan.

## ARTICLE XXXII

#### CASUAL EMPLOYEES

Casual employees are all the employees who have not been employed for a continuous period of six months. Casual employees are not entitled to any of the benefits of this agreement, nor subject to Union Security. After an employee has worked for a continuous period of six (6) months from and after the date of this agreement, he shall become a regular employee and shall be classified according to the duties to which he is assigned.

#### ARTICLE XXXIII

#### TERMINATION OF AGREEMENT

<u>Section 1.</u> This Agreement shall be in full force and effect from September 1, 1973, to and including August 31, 1976, and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify, cancel, terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. In the event of imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful recourses to support his request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

MENOMINEE COUNTY ROAD COMMISSION TEAMSTERS AND CHAUFFEURS UNION #328 Menominee County, Michigan

By:

By:

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