

3225

12/31/97

AGREEMENT

Between

MARQUETTE COUNTY ROAD COMMISSION

And

LOCAL 2724

Affiliated With

Council No. 25 AFSCME, AFL-CIO

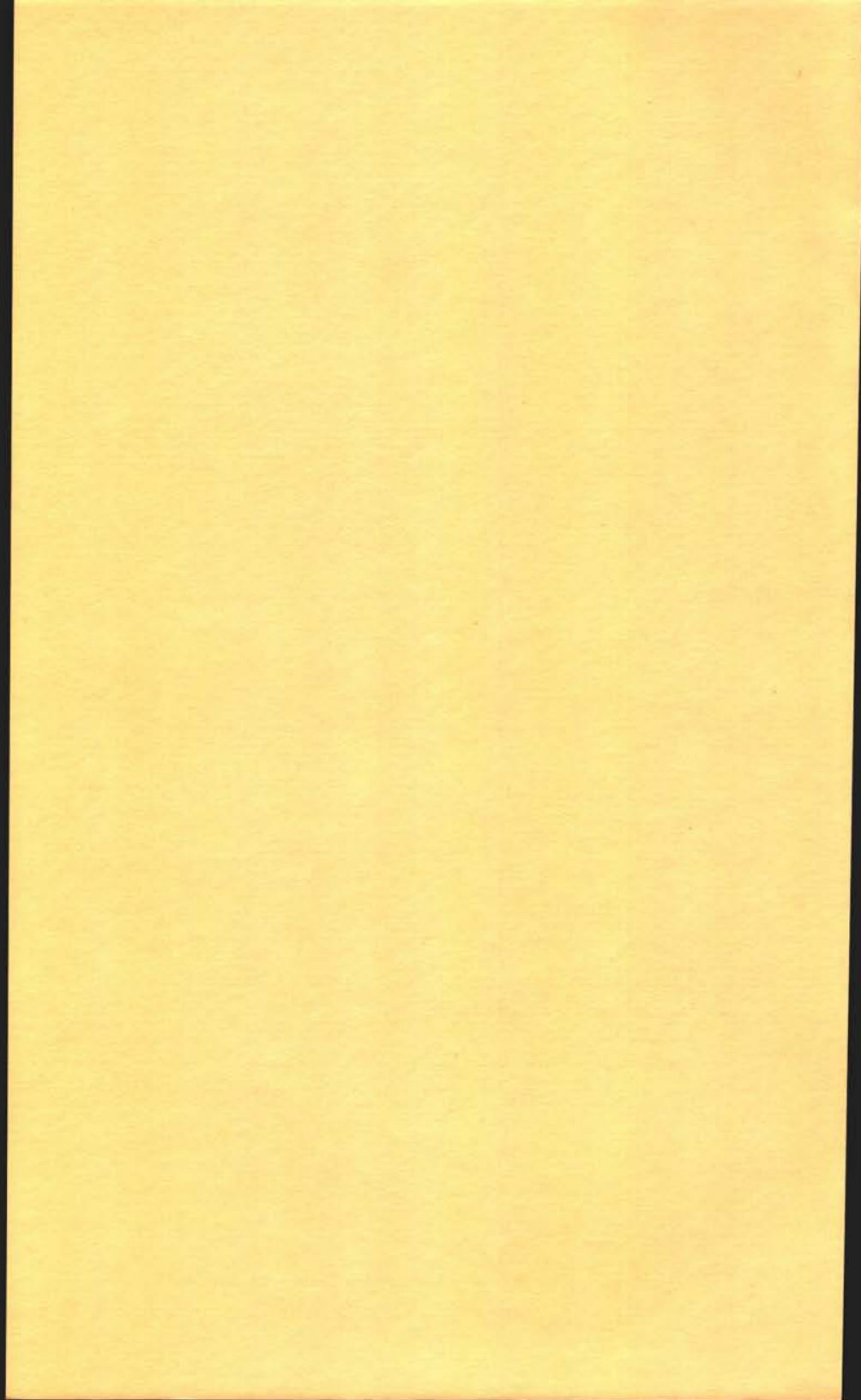
Effective October 24, 1996

through

December 31, 1997

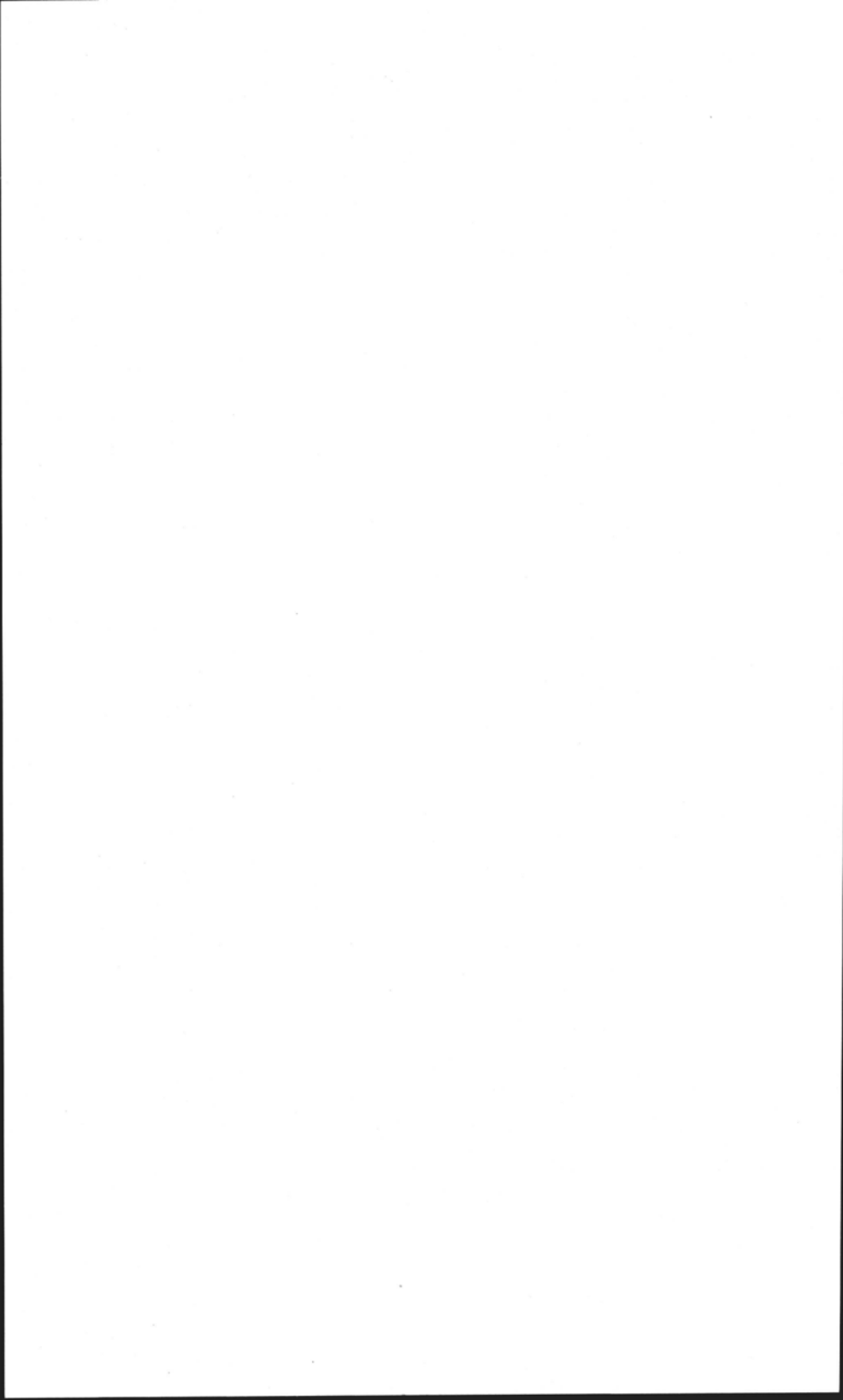
Marquette County Road Commission

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INDEX

	<u>Page</u>
PURPOSE AND INTENT.	1
GENDER.	1
ARTICLE 1. RECOGNITION. Employees Covered	1
ARTICLE 2. AID TO OTHER UNIONS	3
ARTICLE 3. RESPONSIBILITIES	3
ARTICLE 4. MANAGEMENT.	3
ARTICLE 5. UNION SECURITY	4
ARTICLE 6. DUES CHECK OFF	4
ARTICLE 7. REPRESENTATION FEE CHECK OFF	5
ARTICLE 8. REMITTANCE OF DUES AND FEES	5
ARTICLE 9. UNION REPRESENTATION	6
ARTICLE 10. SPECIAL CONFERENCES	7
ARTICLE 11. GRIEVANCE PROCEDURE	7
ARTICLE 12. DISCHARGE AND SUSPENSION	10
ARTICLE 13. SENIORITY	11
ARTICLE 14. SENIORITY LISTS	12
ARTICLE 15. LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT	12
ARTICLE 16. SENIORITY OF GRIEVANCE COMMITTEE	13
ARTICLE 17. LAYOFF AND RECALL PROCEDURES	13
ARTICLE 18. DISABLED EMPLOYEES	16
ARTICLE 19. JOB POSTINGS AND BIDDING PROCEDURES	17
ARTICLE 20. VETERANS. Reinstatement of	20
ARTICLE 21. MICHIGAN NATIONAL GUARD	20
ARTICLE 22. LEAVES OF ABSENCE	21
ARTICLE 23. BULLETIN BOARDS	22
ARTICLE 24. RATES FOR NEW JOBS	22
ARTICLE 25. TEMPORARY ASSIGNMENTS	22
ARTICLE 26. JURY DUTY	23
ARTICLE 27. SAFETY AND HEALTH	23
ARTICLE 28. WORKER'S COMPENSATION. On-the-Job Injury	24
ARTICLE 29. WORKING HOURS. Shift Premium and Hours	24
ARTICLE 30. PAID SICK AND FUNERAL LEAVE	26
ARTICLE 31. PERSONAL LEAVE	27
ARTICLE 32. TIME AND ONE-HALF	28
ARTICLE 33. HOLIDAY PROVISIONS	30
ARTICLE 34. VACATIONS	31
ARTICLE 35. LONGEVITY	32
ARTICLE 36. INSURANCE COVERAGE	32
ARTICLE 37. COMPUTATION OF BENEFITS	34
ARTICLE 38. INTERDISTRICT OPERATIONS.	35
ARTICLE 39. WORK PERFORMED BY SUPERVISORS	35
ARTICLE 40. GENERAL PROVISIONS	36
ARTICLE 41. DISTRIBUTION OF AGREEMENT	38
ARTICLE 42. APPENDIXES	39
ARTICLE 43. DURATION	39
APPENDIX A PENSIONS	41
APPENDIX B JOB CLASSIFICATIONS	41
APPENDIX C JOB RATINGS	42
APPENDIX D COST OF LIVING ADJUSTMENT	44



AGREEMENT

This Agreement has been entered into as of the 24th day of October, 1996, between the Marquette County Road Commission, (hereinafter referred to as the "Employer"), and Local 2724, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to collectively as the "Union", or as the "Local" or the "Council" respectively). (The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

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

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

GENDER:

Wherever in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or parts of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include humankind - both female and male sexes.)

ARTICLE 1. RECOGNITION. Employees Covered.

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full-time employees of the Marquette County Road Commission excluding: all supervisors, salaried employees and temporary employees.

(b) (1) The term "employee" as used in this Agreement means "regular full-time employee" which is an employee who has completed their probationary period with the Marquette County Road Commission, and is scheduled to work at least forty (40) hours per week. Such employees shall be entitled to all benefits under this Agreement.

(2) The term "probationary employee" as used in this Agreement means an employee who has not yet completed six (6) calendar months continuous employment with the Marquette County Road Commission, provided such six month period includes at least one (1) calendar month of snow plow weather. If such six month period does not include at least one (1) month of snow plow weather, the employee's probationary period shall be extended the length of time necessary to include one (1) calendar month of snow plow weather. The employee's "continuous employment" shall not be deemed broken when the employee is on an excused absence, but such period not actually worked shall not be included in determining whether the employee has completed six (6) months employment. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement. Probationary employees are entitled to the rate per hour set forth in Appendix C of this Agreement and, if qualified, are also entitled to paid sick leave, paid holidays, and cost of living as otherwise provided for employees herein. They are also entitled to hospital and medical coverage in accordance with the new hire agreement with the carrier providing hospital and medical coverage, to life insurance coverage as provided for other employees herein commencing at the end of their probationary period and to pension benefits in accordance with the MERS pension plan maintained by the Employer. They shall, except for fringe benefit entitlement, be deemed "employees" under the provisions of this Agreement, except as otherwise herein provided.

(3) The term "temporary employee" as used in this Agreement means an employee, including a seasonal employee, who is hired for a limited period, which period shall not exceed five (5) consecutive calendar months except when continuing for the duration of a regular employee's absence. The temporary period may be extended in individual cases by mutual agreement between the Employer and the Union. Temporary employees will be paid wages as determined by the Employer and are entitled to no benefits of this Agreement except as provided in this paragraph. If "temporary employees" remain employed beyond their temporary

period they shall be considered "probationary employees", their most recent period of continuous employment shall be credited toward their probationary period, and they shall acquire seniority as otherwise provided for probationary employees.

ARTICLE 2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization concerning the bargaining unit covered by this Agreement so long as the Union remains the certified collective bargaining agent for such bargaining unit.

ARTICLE 3. RESPONSIBILITIES.

The Employer agrees that for the duration of this Agreement there shall be no lockouts. The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sitdowns, slow downs, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, that would interfere with the operations of the Employer, and that they will not otherwise approve, support or permit the existence or continuance of any of these acts. Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity, while such employees are on the Employer's time, except as specifically provided by this Agreement. The Council Staff Representative may enter discussions with an employee on the Employer's time provided it does not interfere with the Employer's operations.

ARTICLE 4. MANAGEMENT.

Except as limited by the provisions of this Agreement, the management of the Employer and the direction of the working forces, including the right to direct, plan and control maintenance, and construction operations, to hire, recall, schedule, assign, transfer, promote, demote, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work, lack of funds, or for other legitimate reasons, to introduce new or improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and to manage the properties in the traditional manner are vested exclusively in the Employer. Neither the Employer nor the Union shall discriminate against employees because of membership or non-membership in the Union.

ARTICLE 5. UNION SECURITY.

(a) Employees covered by this Agreement, including probationary employees, must, commencing after thirty (30) calendar days employment, and as a condition of continued employment, continue membership in the Union, become members of the Union, or pay a service fee to the Union, hereinafter referred to as the "Union Representation Fee", equal to the amount of dues uniformly required of members of the Union.

(b) For purposes of this Article, an employee shall be deemed to be a member of the Union, or to be paying the required Union Representation Fee, unless and until a duly authorized officer of the Council, or the Local Union, shall notify the Employer, in writing, that the employee is neither a member of the Union nor is paying the required Union Representation Fee.

(c) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, expenses or other forms of liability of whatsoever kind or nature, including, but not limited to, legal, court, administrative, or other fees or expenses, including actual reasonable attorney's fees for the area, and any back pay or other amounts directed to be paid to employees or others, that may arise out of or by reason of any action taken or not taken by the Employer for the purposes of complying with the Union Security, Dues Check Off, Representation Fee Check Off, and Remittance of Dues and Fees Articles of this Agreement or in reliance on any authorization cards, lists or notices which may have been furnished to the Employer under any of such provisions, or in any way connected with such Union security or dues/representation fee deduction.

ARTICLE 6. DUES CHECK OFF.

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

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, and/or the

designated financial officer of the Council, regarding the amount to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

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

(d) Authorization form is attached. It is recognized that the language on the pre-printed authorization form for deduction of Union dues may be different from the language set forth herein. The language of the Union's pre-printed form shall be construed to mean the same as the language contained in this collective bargaining agreement.

ARTICLE 7. REPRESENTATION FEE CHECK OFF.

(a) The Employer agrees to deduct the Union Representation Fee from the wages of any employee who is not a member of the Union but who has agreed to pay the Union Representation Fee set forth in the Union Security Article of this contract, as provided in a written authorization in accordance with the standard form used by the Employer herein (See paragraph (d)), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in the Union Security Article of this Contract.

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

(d) Authorization form is attached. It is recognized that the language on the pre-printed authorization form for deduction of the representation fee may be different from the language set forth above. The language of the Union's pre-printed form shall be construed to mean the same as the language contained in this collective bargaining agreement.

ARTICLE 8. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

Check off deductions under all properly executed authorizations for check off shall become effective at the time

the application is signed by the employee and shall be deducted from the second pay period of the month following receipt of the written authorization by the Employer, and each month thereafter during the existence of such authorization.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address and to such financial officer of the Council as shall be designated in writing by the Council, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the 5th day of the month following the month in which they were deducted.

(c) The Employer shall also 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 employees since the date of submission of the previous month's remittance of dues.

ARTICLE 9. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards.

The employees covered by this Agreement will be represented by five (5) stewards. The Union shall have the exclusive right to assign said stewards and shall assign one (1) steward to each of the following locations or departments: 1) Ishpeming, 2) Republic, 3) Gwinn, 4) Skandia, 5) Big Bay. The Union may also assign alternate stewards who shall serve only in the absence of a regular steward.

(b) The Employer shall be notified of the names of the Local President, Local Secretary, Chief Steward, regular stewards and alternate stewards promptly upon execution of this Agreement, and at least annually thereafter, and shall be promptly notified of any changes as they occur during the year.

(c) Union Bargaining Committee.

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

(2) All bargaining by the parties shall commence at times mutually agreed to by the parties.

(3) Members of the bargaining committee shall be allowed time off, without pay, for any hours spent in negotiations during the employees' normally scheduled working hours.

(d) The stewards may discuss grievances with the employees and their immediate supervisors at the respective district garages, at the end of their shifts, provided such activities do not interfere with the Employer's operations.

ARTICLE 10. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representatives upon the request of either party. Such meetings shall be between representatives of management and the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at the hours mutually agreed to by the parties. If the Employer insists that such meeting be held during regular working hours, such representatives of the Union shall be permitted time off, with pay, for time actually spent in such special conference during such regular working hours. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property without pay for at least one-half (1/2) hour immediately preceding the conference.

ARTICLE 11. GRIEVANCE PROCEDURE.

(a) (1) This grievance procedure shall serve as the sole means for settlement of any disputes that may arise concerning application and/or interpretation of this Agreement or any condition of employment for bargaining unit members. Employees are required to follow this procedure without any interruption or disturbance of any sort in the normal operations of the Employer. There shall be no discrimination of any kind against an employee as a result of the employee's processing of a grievance in accordance with this Grievance Procedure.

(2) The grievance must be presented in a timely manner as provided in this procedure. Time limits for submission of the grievance refer to the time the employee knew, or should have known if they exercised reasonable diligence and attention, of the occurrence or non-occurrence of the event upon which the grievance is based. In any event the grievance must be presented within sixty (60) days from the date of such occurrence or non-occurrence. Any time limits for submission or processing of a grievance through this Grievance Procedure may be extended or waived by mutual agreement of the Employer and the Union, confirmed in writing.

(3) Grievances based on decisions of the Superintendent of Maintenance shall be submitted directly to Step 2, and those based on decisions of the Engineer-Manager or Board shall be submitted directly to Step 3, within five (5) working days.

(b) (1) Step 1. Employee/Steward - Immediate Supervisor (verbal). The grievance shall be submitted to the employee's immediate supervisor as soon as reasonably possible, but in any event within five (5) working days. Step 1 grievances may be discussed with the employee's immediate supervisor during working hours by the aggrieved employee provided they do not leave their place of work. Should the aggrieved employee request their steward be present at a meeting with the immediate supervisor, such meeting shall be held at a mutually satisfactory time and place within forty-eight (48) hours following such request. If the complaint is not resolved at this meeting, it may be presented in writing and appealed to Step 2 of the grievance procedure.

(2) Step 2. Employee/Steward - Superintendent of Maintenance (written). Grievances not adjusted by the immediate supervisor shall be reduced to writing on forms provided by the Employer (which shall be readily available to employees or stewards) and shall be dated and signed by the employee involved. The written grievance shall, within the employee's first five (5) working days after answer in Step 1 above, be presented by the employee and/or steward to the immediate supervisor for presentation to the superintendent of maintenance. If such presentation is made by the steward, the steward shall countersign the grievance. The superintendent of maintenance shall give written signed disposition within the first five (5) working days after such written grievance is presented.

(3) Step 3. Employee/Local President - Engineer-Manager. If no satisfactory settlement is obtained in Step 2, the written grievance shall, within the employee's first five (5) working days after answer at Step 2 above, be presented by the employee and/or the Local President to the Engineer-Manager, or designate. If such presentation is made by the Local President, the Local President shall countersign the grievance. The Council representative shall, within fifteen (15) working days of such presentation at Step 3, meet with the Engineer-Manager, or designate, for the purpose of attempting to resolve the dispute. The Engineer-Manager, or designate, shall give their written signed disposition within five (5) working days following such meeting.

(4) Step 4. Arbitration. (i) If the grievance remains unsettled, and the Union or Employer wish to carry it further, they may contact the other party concerning appointment

of an arbitrator by mutual agreement. If the parties are unable to agree upon an arbitrator, they may, within thirty (30) calendar days after answer at Step 3, file a demand for arbitration in accordance with the Federal Mediation and Conciliation Service (FMCS) Rules and Procedures.

(ii) Arbitration proceedings shall be conducted in accordance with the FMCS Rules and Regulations. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction nor authority to add to or detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented, as above provided, within five (5) working days after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be presented more than sixty (60) days from the date of such occurrence or non-occurrence, and shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based. Any back pay awards shall provide offset for any other earnings by the employee during such period from any source, and for any other earnings the employee would have had had they accepted work offered them by the Employer during such period. If the arbitrator deems it appropriate, wages earned from sources other than the Employer (other than unemployment compensation) may be excluded from such offset. The decision of the arbitrator shall be final and binding subject to the limitations herein specified.

(iii) The expenses for the arbitrator shall be shared equally between the Employer and the Union.

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

(d) Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement may be revised not later than at the first meeting in Step 3 to state the numbers of the articles and sections of this Agreement under which claimants believe themselves entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph may be returned by the Employer without action.

ARTICLE 12. DISCHARGE AND SUSPENSION.

(a) Regular employees will be subject to discipline, including suspension and discharge, only for just cause; probationary employees, temporary employees, or others not covered by this Agreement, may be disciplined, suspended or discharged, with or without cause, in the sole discretion of the Employer, but no such individuals shall be laid off or dismissed for engaging in lawful Union activities. The Employer agrees promptly upon the discharge or suspension of a regular employee to notify, in writing, the employee and their steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted by the employee and/or the Local President to Step (3) of the grievance procedure within five (5) working days. Such submission shall be in writing, on forms provided by the Employer, and shall be dated and signed by the employee involved. If such submission is made by the Local President they shall countersign the grievance.

(c) An employee shall be subject to discipline, including discharge or suspension for just and proper cause, which shall include but not be limited to misappropriation of property, theft, assault on the premises, intoxication or drinking on duty or on the premises, use or sale of drugs or narcotics, or refusal to carry out the reasonable instructions of their supervisor. Should it be determined by the arbitrator that an employee has been disciplined for just cause, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Employer.

(d) Employees will be given a copy of any disciplinary action entered into their personnel file. Upon written request of an employee to review their personnel file, in connection with any disciplinary action, the Employer will arrange to have any additional materials in its possession, relating to such disciplinary matter, entered into the employee's personnel file within ten (10) working days. If the Employer is unable to provide such materials within such time period they shall so advise the employee, shall arrange for inclusion of such materials in the employee's personnel file as soon as reasonably possible, and shall notify the employee concerning availability of such materials. Both parties shall advise the other of all evidence pertinent to arbitration at least ten (10) days prior to such arbitration hearing; additional evidence will not be submitted during such ten (10) day period, or at the hearing, unless such evidence is not discovered until such period, and

could not have been discovered until such period had the party exercised reasonable diligence. Should additional evidence be discovered during such period the party shall immediately notify the other party concerning such evidence.

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

ARTICLE 13. SENIORITY.

(a) Employees hired by the Employer to become regular employees shall be on probation for the period defined in the Recognition Article. If any such employee is retained by the Employer after the expiration of the probationary period, they shall be credited with seniority from the date of their employment. All employees not specifically hired by the Employer as probationary employees shall be classified as temporary employees and shall acquire no seniority. The Union will be notified whether an employee is probationary or temporary.

(b) Seniority is measured from the employee's most recent date of hire. Should two or more employees have the same seniority date the order of seniority shall be determined by the flip of a coin or as otherwise mutually agreed by the affected parties.

(c) Employees shall continue to accrue seniority during layoff and all approved leaves.

(d) If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, they shall have accumulated seniority while working in the position to which they transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

(e) On the first day of a probationary employee's employment the Union may have the Local Union President (or designate), after the end of their shift, meet with such probationary employee after the end of such probationary employee's shift, on the employees' own time, for the purpose of welcoming the new employee, furnishing them with a copy of this Agreement and a dues deduction authorization form, explaining the structure of the organization, and providing any other pertinent information.

ARTICLE 14. SENIORITY LISTS.

(a) The seniority lists will show the date of hire, names and job titles of all employees of the unit who have completed their probationary period and who are entitled to seniority.

(b) The Employer will keep the seniority lists up to date at all times and will provide the President with copies at least every six (6) months.

ARTICLE 15. LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT.

Employees shall lose their seniority and their employment shall be terminated in any of the following events:

(a) If they quit.

(b) If they are discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) If they are absent for two (2) consecutive working days without notifying the Employer. No employee shall be absent from work without good cause. An employee desiring to be absent from work for good cause shall notify their foreman, or the superintendent of maintenance, of such desire, and the reason therefor, before the end of their previous shift, if possible, and in any event not less than thirty (30) minutes before the beginning of their next shift, except in case of emergency beyond their control and in such case as soon as reasonably possible. Absence may be excused by the Employer, but the Employer may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, if it so desires.

(d) For employees hired by April 28, 1980, who remain continuously employed, if they are laid off for five (5) years. For employees hired after April 28, 1980, if they are laid off for two (2) years.

(e) If they fail to indicate their desire (by certified mail) to be continued on the records of the Employer as available for recall to work, within seven (7) calendar days after receipt by the employee of written notice from the Employer (by certified mail, return receipt requested, addressed to the employee's last address on record with the Employer), or upon return of such written notice by the Postal Service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason.

(f) If they do not return to work when scheduled upon recall from layoff as set forth in the recall procedure.

(g) If they do not return as scheduled from sick leave or leave of absence.

(h) If they willfully make a false statement which is material on their application for employment or on their application for leave of absence.

(i) If they retire or are retired pursuant to any retirement plan of the Employer then in effect. Normal retirement will be at age 65 or, if the employee's 65th birthday is after September 15 but before March 15 of the following year, then on the last pay date in March following their 65th birthday. If an employee desires to work beyond age 65 (or the last pay date in March, if applicable) they shall so notify the Employer at least ninety (90) days prior to such normal retirement date, and shall provide any medical or other information the Employer requests to establish, to the Employer's satisfaction, the employee's ability to fully and safely perform all of their job duties. The Employer agrees to pay for the standard annual physical for such employee desiring to work beyond age 65 provided if such physical indicates the employee is unable to fully and safely perform all of their job duties any further medical examinations or opinions shall be at the employee's own expense.

(j) Exceptions may be made by mutual agreement of the Employer and the Union.

ARTICLE 16. SENIORITY OF GRIEVANCE COMMITTEE.

During their terms of office, the following members of the Grievance Committee: the Local President, the Local Secretary, and the Chief Steward, in that order, shall head the County and District seniority lists, in their respective districts, for purposes of layoff and recall.

ARTICLE 17. LAYOFF AND RECALL PROCEDURES.

(a) Layoff Procedure

(1) The word, "layoff" means a reduction in the work force due to a decrease of work, lack of funds, or other legitimate reasons.

(2) In the event it becomes necessary for a layoff, the Employer shall notify the proper Union representative at least fourteen (14) calendar days before the layoff, except in the case of a legitimate emergency, of the number of employees scheduled for layoff, their names, seniority, job titles and work locations.

(3) When a layoff takes place the following procedure will be followed so long as the remaining employees have the necessary qualifications, skill and physical ability to efficiently perform all work required: Employees in the classification not entered on the seniority list, including probationary and temporary employees, will be laid off first. Thereafter seniority of employees working in the classification will determine the order of layoff. An employee who would otherwise be laid off may, within seven (7) calendar days of notification of layoff, elect to bump a less senior employee as follows:

(a) Employees in the shop classification may bump less senior employees in the labor or janitorial classifications or, if they have previously successfully held such positions, in the heavy truck or light truck classifications.

(b) Employees in the heavy truck classification may bump less senior employees in the light truck, labor or janitorial classifications.

(c) Employees in the light truck classification may bump less senior employees in the labor or janitorial classifications or, if they have previously successfully held such position, in the heavy truck classification.

(d) Employees in the labor or janitorial classifications may bump less senior employees in either of such classifications or, if they have previously successfully held such positions, in the heavy truck or light truck classifications.

(e) Employees in the heavy truck, light truck, labor or janitorial classifications may bump less senior employees in the shop classification if they have previously successfully held such classification for the specific mechanic/welder work required or: (1) for mechanic positions, if they are duly certified and fully qualified as a truck mechanic or (2) for welder positions, if they are duly certified and fully qualified as a welder for the type of welding required by the Employer.

(f) Employees may also be permitted to bump less senior employees working in other classifications if, in the Employer's sole discretion, the employee has sufficient qualifications, skill and physical ability to efficiently perform all work required. Employees will receive wages for the classification in which they are working (provided any employee entitled to the heavy truck rate or light truck rate due to years of continuous service, rather than due to a vacancy, as provided in Appendix B(b), will continue to receive such heavy truck or

light truck rate even though bumping into such lower classifications). The notice provisions provided in Section (a)(2) above are inapplicable to the bumped employee.

(4) The above notwithstanding, temporary employees performing janitorial work may be utilized at any time during layoff. If, however, a regular janitor is off work (due to sick or other leave) for longer than sixty (60) consecutive calendar days, the recall procedure will be implemented to fill such vacancy, at the regular janitorial rate, with a regular laid off employee.

(5) The Union recognizes the right of the Employer to determine the necessity for layoff, and the number of employees to be laid off, but the Union and the Employer agree to meet prior to layoff to discuss the effects and implementation of such layoff. If a grievance is filed by an employee claiming that they have been improperly laid off, and the Employer grants the grievance (resulting in layoff of a different employee) the Employer will not be liable for retroactive pay to the employee laid off as a result of resolution of the grievance; should, however, an arbitrator subsequently decide that the employee laid off should be returned to work, pay for such employee may, in the arbitrator's discretion, commence at the beginning of the work week following receipt by the Employer of such a decision from the arbitrator. If the Employer elects to deny the grievance, and to lay off an employee other than that which would result from granting of the grievance, the arbitrator may award back pay as deemed appropriate.

(b) (1) Laid off employees will be offered the opportunity to work as temporary employees, including temporary janitorial employees or laborers, if they so desire, but such employees recognize they will be working in non-bargaining unit positions, will receive the temporary rate of pay and benefits otherwise provided by the Employer for temporary employees, and will not be deemed employed by the Road Commission in a bargaining unit position for purposes of benefit accrual. At the time of layoff employees will be asked if they desire to work as temporary employees. If they answer in the negative they will not be contacted for such openings. If they answer in the affirmative they will be notified when temporary openings for which they are qualified occur.

(2) For purposes of rate of pay and benefits, regular employees in the Shop, Heavy Truck and Light Truck classifications will, when working in such classifications, be considered as having been recalled into such classifications notwithstanding that such recall may be for a temporary period.

(c) Recall Procedure

(1) When the working force is increased after layoff, employees will be recalled according to seniority if they have the qualifications, skill and physical ability to efficiently perform the work. Such recall will be to the classification from which they were laid off (or to another classification, as provided for layoff, so long as they have made such written request at the time of layoff). Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from the date of mailing of such notice they shall be considered a quit. Exceptions may be made.

(2) The Union recognizes the right of the Employer to determine the necessity for recall, and the number of employees to be recalled, but the Union and the Employer agree to meet prior to recall to discuss the effects and implementation of such recall. If a grievance is filed by an employee claiming that they should have been recalled, and the Employer grants the grievance (resulting in continued layoff of a different employee) the Employer will not be liable for retroactive pay to the employee continuing on layoff as a result of resolution of the grievance; should, however, an arbitrator subsequently decide that the employee continuing on layoff should be returned to work, pay for such employee may, in the arbitrator's discretion, commence at the beginning of the work week following receipt by the Employer of such a decision from the arbitrator. If the Employer elects to deny the grievance, and to continue an employee on layoff other than that which would result from granting of the grievance, the arbitrator may award back pay as deemed appropriate.

(d) While the Employer may modify district work requirements and responsibilities during layoff, it may also require transfer of employees from one district to another.

ARTICLE 18. DISABLED EMPLOYEES.

The Union and the Employer may mutually waive any of the seniority rules set forth in this Agreement relative to efforts by the Employer to provide suitable jobs for physically handicapped individuals, or for employees who have been partially disabled in the service of the Employer, provided such action shall not result in the laying off of an employee with greater length of continuous service.

ARTICLE 19. JOB POSTINGS AND BIDDING PROCEDURES.

(a) "Vacancies" as used in this Article refers to permanent vacancies which the Employer determines require filling due to the previous occupants continuity of service being terminated or due to permanent promotion, or demotion, or permanent establishment of a new job or an additional job opening within the bargaining unit. Vacancies are of two basic types:

(1) "Posted Equipment Vacancies": Operator positions where operation of a particular type of equipment is posted.

(i) Interdistrict Posted Equipment is currently as follows:

Ishpeming District:	Brushcutter Crane *Black Top Plant *Paver Distributor Roller Boiler Steamer **Shoulder Machine/Loader **Curb Sweeper ***Blaster
Republic District:	***Blaster
Gwinn District:	None
Skandia District:	None
Big Bay District:	None

*Employees from any district may apply for the Blacktop Plant and Paver positions so long as they agree to commence their workday at the Ishpeming District garage, or as otherwise specifically agreed by supervision, when working in such positions.

**Employees from any district (other than Big Bay) may apply for the Shoulder Machine/Loader and Curb Sweeper positions so long as they agree to commence their work day as agreed by supervision. There will be East End Operator(s) and West End Operator(s); only employees from the Gwinn and Skandia districts may apply for East End Operator positions; only employees from the Ishpeming and Republic districts may apply for West End Operator positions. The Shoulder Machine/Loader includes two positions, one operator for the shoulder machine and one operator for the loader attached to the shoulder machine, the two East End Operators normally operating the equipment in the Gwinn and Skandia districts, the two West End Operators normally operating in the Ishpeming, Republic and Big Bay districts.

***The Blaster position will be considered a "Posted Equipment" position but is for individual(s) with the necessary training and skill to perform blasting work. Blasters will be paid the construction equipment rating when performing such work.

(ii) Intradistrict Posted Equipment (which may be posted in any District but will not be considered Posted Equipment when used or operated outside the boundary of such district on Projects as provided by Article 38) is as follows:

- Dozer
- Bucket (Sign) Truck
- Gradall
- Sander (includes operation of specialty trucks)
- Surface Drag
- Backhoe
- Grader
- Vibro-Max
- Mower

(iii) The Employer may add additional equipment to the above lists or require posting for operation of leased equipment. The number of postings for each type of equipment will be as determined by the Employer. In the event the posted operator is not scheduled, or is otherwise unavailable, other employees may operate the equipment without posting.

(2) "Position Vacancies": Year round regular full-time positions within a district where an additional employee is necessary in the district.

(b) (1) Posted Equipment Vacancies will be posted within the respective district. To be considered an Eligible Applicant the employee must have sufficient qualifications, skill and ability to efficiently and safely perform the work. For tested positions: the vacancy will be filled giving priority to the Eligible Applicant with the greatest qualifications, skill and ability; should two or more Eligible Applicants have relatively equal qualifications, skill and ability, the vacancy will be filled based on seniority. For other positions: should there be two or more Eligible Applicants the vacancy will be filled based on seniority.

(2) If there are no Eligible Applicants from the district, and if there are Eligible Employees (employees with sufficient qualifications, skill and ability to efficiently and safely perform the work) in the district who did not apply, the Employer may assign the vacancy to the least senior Eligible Employee within the district.

(3) If there are no Eligible Applicants from the district (whether or not there are Eligible Employees from the district) the vacancy may be posted in the other districts. Posting may be within the district and county wide simultaneously but, unless otherwise specifically provided, Eligible Applicants from within the district will be considered first. If necessary

the Employer may transfer employee(s) out of the district to provide positions for such employee(s) transferring into the district.

(4) If, in the Employer's judgment, there are no Eligible Applicants (whether or not there may be Eligible Employees) from within the district, or from other districts, the Employer may fill the vacancy in any manner of its choosing.

(c) (1) Position Vacancies will be posted within the respective district. To be considered an Eligible Applicant the employee must have sufficient qualifications, skill and ability to efficiently and safely perform the work. The vacancy will be filled giving priority to the Eligible Applicant with the greatest seniority.

(2) If there are no Eligible Applicants from the district the vacancy will be posted in the other districts. Posting may be within the district and county wide simultaneously, but Eligible Applicants within the district will be considered first.

(3) If, in the Employer's judgment, there are no Eligible Applicants from within the district, or from other districts, the Employer may fill the vacancy in any manner of its choosing.

(d) Notices of vacancies will be posted for a period of five (5) working days in such manner as may be appropriate setting forth the minimum requirements for the position. Interested employees shall apply in writing within such five (5) working days posting.

(e) (1) During the first twenty (20) days actually worked on the new job (one paving season for blacktop plant and paver operators), if the Employer or employee notify each other, in writing, that the employee is unable to satisfactorily perform the work, and the reasons therefor, the employee will be returned to their former classification. The Employer may then fill the vacancy, without re-posting the opening, with the next senior Eligible Applicant, or as otherwise permitted by this Agreement.

(2) An employee awarded a posted vacancy (Posted Equipment Vacancy or Position Vacancy) who notifies the Employer that they are unable to satisfactorily perform the work, and is accordingly returned to their former classification, may not apply for another posted vacancy for a period of six (6) months from such award. An employee who remains in the posted vacancy following award may not apply for a subsequent opening (other than to a non conflicting Posted Equipment Vacancy) for a period of three (3) years (five years for blacktop plant and paver operators, and mechanics) following such award unless such

opening is to a higher pay rating. Following such three (3) year (five year) period an employee may post for a vacancy with an equal or lower pay rating so long as there is a qualified employee able to replace them. (Within the construction equipment rating: posting from the crane to any other job, and any posting to the grader operator, will be considered posting to a higher pay rating.) Such six (6) month or three (3) year (five year) limitations may be waived by mutual agreement of the Employer and the Union.

(3) An employee who is awarded a posted position (Posted Equipment Vacancy or Position Vacancy) relinquishes any other posted positions previously awarded to the extent that, in the Employer's opinion, the previous posting would conflict with the new posted position.

(f) Employees required to work in a position carrying a higher pay rating will be paid such higher rate except during the shorter of four (4) calendar weeks after the employee is awarded the job or twenty (20) days actually worked on the new job. The twenty (20) days includes full days actually worked on the new job after such award plus full days actually worked at such job after January 1, 1978 but prior to such award.

(g) So long as the employee is scheduled and otherwise available, the Employer will require an employee holding a Posted Equipment position to operate their Posted Equipment other than during training, or when the employee's skills or abilities are needed in another position. If an employee holds more than one Posted Equipment position, assignment by the Employer will be based on the needs of the operation.

(h) The Employer will immediately furnish the Local President with a copy of each job posting. At the end of the posting period the Employer will furnish the Local President with the names of employees applying, and subsequently of the name of the individual awarded the position.

ARTICLE 20. VETERANS. Reinstatement of.

The re-employment rights of employees and probationary employees who are veterans will be in accordance with all applicable state or federal laws and regulations.

ARTICLE 21. MICHIGAN NATIONAL GUARD.

Employees serving as members of the Michigan National Guard and who are required to serve on riot duty will be reimbursed for any difference in wages between wages they would have received for a normal workday from the Marquette County Road Commission less wages they receive for the same period of time from the Michigan National Guard.

ARTICLE 22. LEAVES OF ABSENCE.

(a) A regular employee will be granted a leave of absence during illness or injury rendering them unable to work provided such claim is supported by satisfactory evidence. Such leave will be for a period not to exceed one (1) year unless extended by the Employer for an exceptional reason. Upon return to work the employee may be required to furnish the Employer with acceptable proof of fitness for work.

(b) A regular employee will be granted a leave of absence during prolonged illness in their immediate family necessitating their presence provided such claim is supported by satisfactory evidence. Such leave will be for a period not to exceed one (1) year unless extended by the Employer for an exceptional reason.

(c) An employee may be granted a leave of absence by the Employer for any reason which is acceptable to the Employer, provided, their services can be spared. Except as hereinafter provided, no leave shall be for more than three (3) months unless it is for a very exceptional reason; but the Employer may grant one (1) or more extensions of a leave upon the employee's request, at its sole discretion, for acceptable reasons. If an employee fails to report for work promptly upon the termination of their leave of absence, they shall be considered as having quit voluntarily. No employee shall be entitled to return to work before the expiration of their leave unless the Employer consents to his early return. No employee shall be paid, or accrue benefits, during any leave of absence unless otherwise expressly provided by this Agreement.

(d) Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, including use of accumulated paid sick leave during periods of actual disability as provided in the Paid Sick and Funeral Leave Article of this Agreement. As with other disabilities, unpaid sick leave as provided hereinabove may be granted during continuing periods of actual disability following exhaustion of accumulated paid sick leave. If additional time is needed beyond the actual period of disability, a leave of absence may be requested as hereinabove provided for leaves of absence generally. Notwithstanding other provisions of this Agreement requiring physical examinations and/or reports, an employee on maternity leave will not normally be required to submit a medical report establishing the period of disability if the period of disability claimed does not exceed two (2) calendar weeks.

(e) A regular employee who is selected for full-time work with the Union or a labor organization with which the Union is affiliated, shall be granted a leave of absence for that

purpose upon the employee's and the Union's request, upon reasonable notice and as soon as they can be spared by the Employer. Such leave shall not be for a period of longer than one (1) year, but shall be subject to extension for additional like periods upon request.

(f) Request for a leave shall be made in writing signed by the employee to their immediate supervisor and shall state the reasons for the request, and the approximate length of time the employee desires. If such request is granted, written authorization for the leave of absence shall be furnished to the employee by the Employer.

(g) A regular employee on leave of absence shall continue to accrue seniority during such leave.

ARTICLE 23. BULLETIN BOARDS.

(a) The Employer will provide bulletin boards in each garage which may be used by the Union for posting notices pertaining to Union business.

(b) Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments may be posted on this board without the prior approval by the Employer, but no other notices shall be posted thereon without the prior approval of the Employer.

ARTICLE 24. RATES FOR NEW JOBS.

When a new job is created within the bargaining unit, or an existing position has been modified sufficiently to justify a revised wage rate, the Employer will notify the Union of the job duties and rate structure prior to its becoming effective. If the Union does not agree that the job duties and rate are proper, such job duties and rate shall be subject to discussion and if agreement is not reached, the Employer may institute such proposed job duties and rate but the Union may grieve the rate directly to Step 4 of the grievance procedure.

ARTICLE 25. TEMPORARY ASSIGNMENTS.

(a) In case of temporary vacancy expected to continue for one (1) full day or more the Employer will, to the greatest degree consistent with efficiency of the operation and safety of employees, assign the highest seniority qualified employee (who does not have a conflicting Posted Equipment position) who desires the assignment. If no employee desires the assignment the Employer may assign the lowest seniority qualified employee.

An employee voluntarily performing work on a temporary vacancy will receive the rate of pay normally paid for such work regardless of whether they might otherwise be entitled to a higher rate. An employee involuntarily assigned to a temporary vacancy will receive their normal classification rate of pay while performing such work or the normal rate of pay for such vacancy if higher.

(b) An employee transferred during a shift to an occupation having a lower rate of pay shall be paid for all hours worked in that shift at the rate at which they commenced work; an employee transferred during a shift to an occupation having a higher rate of pay shall receive such rate of pay for the time worked at such occupation.

ARTICLE 26. JURY DUTY.

A regular employee who serves on jury duty (including an employee who reports for jury duty when summoned, whether or not used) will be paid the difference between the payment they receive for such service and the pay they would otherwise have received from the Employer for the hours they would have worked had they not been performing such service, based upon their current base rate of pay, and their scheduled workday. Payment herein is conditioned upon prompt return to work for the remainder of the scheduled shift for any employee released from jury duty by 12:00 noon. The employee will present proof, on a form provided by the Employer, that they did serve or report as a juror, their time of release, and the amount of pay received therefor.

ARTICLE 27. SAFETY AND HEALTH.

(a) The Employer and Union recognize the importance of maintaining working conditions which promote the safety and health of the employees.

(b) The Union may designate a Safety Committee of not more than three (3) employees which will meet with the representatives of the Employer at such times as may be mutually agreed upon for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions.

(c) The Union will cooperate with the Employer in encouraging employees to observe the safety regulations which shall be prescribed by the Employer and to work in a safe manner.

ARTICLE 28. WORKER'S COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Worker's Compensation Laws. The Employer further agrees that an employee receiving worker's compensation will, after the first week of incapacity (as defined in the Michigan Worker's Disability Compensation Act) be paid out of such employee's accumulated sick leave an amount sufficient to make up the difference between the worker's compensation being received by such Employee and their regular weekly earnings based on a normal scheduled workweek, to the extent of such accumulated sick leave. During the first week of incapacity, payment of such difference shall be made without deduction from the employee's accumulated sick leave, provided such payment shall not exceed a total of five (5) days per year, and shall not exceed a total of five (5) days per injury (including recurrences, or other incidents relating in any way to any one injury or condition - in proper cases exceptions may be made.). Before making any payment the Employer may require medical certification that the incapacity would entitle the employee to worker's compensation.

ARTICLE 29. WORKING HOURS. Shift Premium and Hours.

(a) This Article is intended to define the normal shifts and normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week.

(b) Shift Hours:

Day Shift: includes all shifts regularly scheduled to commence between 12:01 A.M. and 12:01 P.M.

Night Shift: includes all shifts regularly scheduled to commence between 12:01 P.M. and 12:01 A.M.

(c) Employees who work on the night shift shall receive, in addition to their regular pay for the pay period, twenty (20) cents per hour shift premium for all hours actually worked.

(d) The normal hours of work will be eight (8) or more per day and forty (40) or more per week. Daily hours of work will normally be consecutive.

(e) (1) For the purpose of computing overtime, and not as a limitation upon the scheduling of employees for work, the workday will be considered as starting at 5:00 A.M. or 5:00 P.M. and continuous for twenty-four (24) hours thereafter.

(2) Normally employees' schedules are changed from day shift to night shift at the beginning of a workweek. Employees' schedules are, however, occasionally changed from day shift to night shift during the week. When an employee's schedule is changed from day shift to night shift during the week the Employer may require the employee to leave early on the day shift, and perform the balance of their workday on the night shift (including such additional hours as may be necessary), but all consecutive hours worked by the employee on that night shift will be paid at the rate of time and one-half (as if their workday had started at 5:00 A.M.). Thereafter, while they continue on the night shift, their hours will be paid in accordance with the normal night shift workday (5:00 P.M. and continuous for twenty-four hours thereafter).

(f) During the summer season, in all districts, the workweek will be a period of seven (7) consecutive days commencing at 5:00 A.M. Monday. At the Ishpeming headquarters, when winter conditions necessitate, the week of the day shift will start at 5:00 A.M. on Monday and Tuesday and the week of the night shift will start at 5:00 P.M. on Sunday and Tuesday. At the district garages, when winter conditions necessitate, the weeks of the day and night shifts will start on such days as will allow continuous day and night operations throughout each week. The workweek for janitorial employees will start on such days as will allow coverage seven (7) days per week during the winter and five (5) days during the summer.

(g) It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to rotation of shifts, vacations, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, lack of funds, lack of work, weather and emergencies.

(h) The Employer shall plan and post work schedules reasonably in advance of the first working day covered by a schedule. A schedule shall be subject to such changes after it is posted as are required by the circumstances.

(i) Employees shall be allowed fifteen (15) minutes off for lunch with pay. Lunch by employees working on blacktop operations shall be eaten between the hours of 11:00 A.M. and 1:00 P.M., shall be eaten at the blacktop plant or paver site only, and shall be eaten in such a manner that it will not interfere with continuous blacktop operations in any way.

(j) Employees may take a ten (10) minute coffee break in the A.M. only, or the first half of their regular shift, whichever may apply, which shall be taken on the job only.

(k) If any employee, due to unavoidable circumstances, such as weather conditions, works less than forty (40) hours in any one week, the Employer will continue the practice of giving the employee the opportunity, when and if convenient, to make up such lost time, so that the employee's total time will average forty (40) hours per week.

ARTICLE 30. PAID SICK AND FUNERAL LEAVE.

(a) All employees covered by this Agreement shall be entitled to up to one (1) day (eight (8) hours) of paid sick leave for each "calendar month" of employment, with unlimited maximum accumulation. A "calendar month" shall consist of a minimum of twelve (12) eight (8) hour days actually paid to an employee during any calendar month. Employees will accrue sick leave based upon their average scheduled hours per day during the accrual month, not to exceed eight (8) hours per day. Employees will likewise be paid sick leave based upon their scheduled hours of work for the day on which they were sick, not to exceed eight (8) hours per day. Sick leave records will normally be maintained in one-half (1/2) day increments. Sick leave should normally be taken in half day or full day increments, and must be taken in full hour increments. Absent written consent of the Employer, paid sick leave must be taken continuously, to the extent of the employee's accrual, during sick leave. Sick leave requests must specify the cause for the request, the nature of the sickness and the expected date of return.

(b) Paid sick leave will be granted to an employee under the following conditions:

(1) When an employee is actually sick. Sickness, as used in this subsection, shall include accidental injury or illness.

(2) Necessary absence from work to attend the funeral of a member of the employee's immediate family (for up to three consecutive calendar days one of which must be the day of the funeral). Up to two additional calendar days, for a combined total of up to five consecutive calendar days, may be permitted when the employee has established necessity for such additional time off due to extended travel requirements, or due to the employee having primary direct responsibility for making funeral arrangements requiring such time. Immediate family as used herein is defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren or a member of the employee's household. Up to two (2) days will be allowed without deduction from sick leave to permit attendance at the funeral.

(3) On special arrangements with the Engineer-Manager, and for good cause shown, paid sick leave may be granted in case of injury or illness of an employee's wife, children, father, mother, father-in-law or mother-in-law.

(4) Upon the prior approval of the Engineer-Manager, and for good cause shown, when an employee serves as a pallbearer or when attending funerals of anyone outside of the immediate family, but paid sick leave under this condition shall not exceed a combined total of five (5) days in any one (1) calendar year.

(c) When an employee is unable to report for work because of illness, the Employer reserves the right to have the Engineer-Manager, or some other designated employee, or a physician, call at the home of the employee to check the case and make a complete report.

(d) An employee shall be paid their accumulated sick leave, up to a maximum of fifteen hundred (1500) hours, only upon death or upon termination of employment after age sixty (60) years or, for employees who have twenty-five (25) years or more of continuous service, upon termination of employment after fifty-five (55) years of age, unless terminated for cause. Upon death of an employee payment shall be made to the beneficiaries designated in the employee's group life insurance with the employer, or if no such designation has been made by the employee, to the employee's estate.

(e) The rate of pay for paid sick leave for any one calendar year shall be determined by the same method and subject to the same conditions as outlined under vacations herein for vacation rate of pay.

(f) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and such leave will be construed as days worked specifically for such purposes, but shall not be considered days worked for purposes of computation of overtime.

ARTICLE 31. PERSONAL LEAVE.

During any one (1) calendar year, an employee may use up to three (3) accumulated sick leave days for the conducting of personal business. Such days shall normally be scheduled at least forty-eight (48) hours in advance, and while such personal leave days will normally be granted at the time desired by the employee, the final right to scheduling of such days is reserved exclusively to the Employer and shall be subject to the work schedule and personnel requirements.

ARTICLE 32. TIME AND ONE-HALF.

(a) Time and one-half will be paid as follows:

- (1) For all hours actually worked over eight (8) in one day.
- (2) For all hours actually worked over forty (40) in one week. While overtime is not paid for unworked holidays or vacations, for purposes of this provision the number of straight time hours for which an employee received holiday or vacation pay earlier in the week shall be included as hours "actually worked" for determining whether hours actually worked later in the week are in excess of forty (40).
- (3) For all hours actually worked on any shift commencing between 12:01 A.M. on Sunday and 12:01 A.M. on Monday.
- (4) For all hours actually worked on holidays that are defined in this Agreement in addition to holiday pay. For purposes of this paragraph if the holiday otherwise occurs on Sunday, Monday, but not Sunday, shall be considered the holiday, and if the holiday otherwise occurs on Saturday, Friday, but not Saturday, shall be considered the holiday.

(b) (1) (i) The Employer shall continue the practice that when an employee is called out for unscheduled or emergency work which is not contiguous with their regular shift, they shall be paid time and one-half for all hours actually worked, they shall be paid a minimum of four (4) hours at time and one-half for any time work up to four (4) full hours, provided they report for work, and they shall be paid a minimum of eight (8) hours at time and one-half for any time actually worked in excess of four (4) hours in any one day. At the Employer's discretion, the employee may be assigned to other work than that for which they were called out.

(ii) If an employee (with the consent of the Employer) elects to leave work before they would otherwise be released they will be paid at time and one-half but only for the hours actually worked.

(iii) If an employee has been directed to work no more than four (4) hours, and works beyond such four (4) hours, they will be paid at time and one-half but only for the hours actually worked.

(2) (i) Except for Posted Equipment, the Employer will establish a preference call list in each District, showing each employee's seniority date, classification and shift. Employees will be placed on the preference call list unless they request, in writing, to be removed. The Employer will attempt to contact qualified employees on the list who are normally scheduled for the same shift as that of the call-out, in order of seniority, whenever reasonable. If such qualified employees are not readily available for call-out, the Employer will call out any employee who is able to readily respond. If no employees contacted are readily available and willing to respond to such call-out, the Employer will normally require the least senior qualified employees available in the District, working on the applicable shift, to perform the work.

(ii) For Posted Equipment the employee with the equipment posting on the shift will be called first.

(iii) Specific call-out procedures for implementation of this Section (b) will be prepared from time to time by mutual agreement.

(3) An employee assigned to operate a particular piece of equipment will normally remain with that equipment while it is being operated during the remainder of the shift, including any necessary overtime.

(4) Nothing herein shall be construed as limiting the Employer's right to require employees to work overtime, or as requiring the Employer to offer or assign overtime to employees where, in the Employer's discretion, such assignment would be unreasonable or inefficient considering, for example, the qualifications and abilities of employees, the amount and type of work required, the employees' normal schedules of work and the amount of overtime they have been working. If an employee believes the Employer is not making reasonable efforts to call out employees as required in this Section (b), a grievance may be filed. An arbitrator finding a flagrant violation of this Section (b) may award back pay, but may otherwise only require that employees be given the opportunity in the future to work overtime as the arbitrator directs.

(5) In the case of an emergency where in the Employer's opinion there would be risk of injury or loss of life or damage to property, or whenever the condition to which response is being made has been brought to the attention of the Road Commission by the State Police or any other law enforcement agency, the Employer may, in its discretion, call out the qualified employee who in its opinion could respond to the situation in the shortest possible time.

(c) Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision.

ARTICLE 33. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as: New Year's Day, Good Friday, Memorial Day, July Fourth, July Fifth, Friday before Labor Day, Labor Day, Thanksgiving Day, Christmas Day and the employee's birthday. Pay for eligible regular employees will be based upon their regular scheduled work day for the holiday and the employee's vacation rate of pay.

(b) Should a holiday fall on Saturday, Friday but not Saturday, shall be considered as the holiday for pay purposes under this Article. Should a holiday fall on Sunday, Monday but not Sunday, shall be considered as the holiday for purposes of paid holidays under this Article.

(c) An employee shall be eligible for holiday pay only under the following conditions:

(1) The employee must work their regularly scheduled shifts prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.

(2) Exceptions to the preceding subparagraph will be made:

(i) Where the employee is granted prior leave for the shift prior to the holiday for good cause, including sickness.

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

(iii) Such leaves shall be granted only in cases where good and sufficient cause is shown. Substantiation may be required by the Employer.

(d) If the holiday is observed during the employee's scheduled vacation, they shall be paid for the unworked holiday.

(e) No holiday pay shall be granted to an employee on laid-off status or on unpaid leave.

ARTICLE 34. VACATIONS.

(a) A regular full-time employee shall be entitled to one (1) week vacation (forty (40) hours) after one (1) year of employment; two (2) weeks vacation after two (2) continuous years of employment; three (3) weeks vacation after six (6) continuous years of employment and one (1) additional day of vacation (eight (8) hours) per year of employment after fifteen (15) continuous years of employment up to a maximum of twenty-five (25) days (two hundred (200) hours) vacation. Other than for the first year of employment, the employee may take such vacation, subject to scheduling as provided below, at any time during the calendar year in which they will complete the specified years of employment. For regular full-time employees who did not work at least two thousand eighty (2080) hours in the preceding calendar year, the amount of vacation to which they are entitled shall be determined by multiplying the amount of vacation which would have been earned by the number of hours worked by the employee during such calendar year and dividing by two thousand eighty (2080) hours.

(b) Vacation time cannot be accumulated. Any vacation time earned for any one year and not used within that year shall be considered lost to the employee, except as hereinafter provided.

(c) Employees wishing, for special purposes, to carry over earned vacation from one calendar year to the next, must make such request, in writing, to the Engineer-Manager for presentation to the Board of County Road Commissioners. Such request must state the dates desired when reasonably possible, and the reasons therefor. Board approval or denial of such request will normally be given in writing within one (1) week after the first regular Board meeting following receipt of such request. Employees may carry over up to one (1) week (forty (40) hours) of earned vacation, upon written request prior to the end of the calendar year, for any reason.

(d) For vacations during any calendar year: Vacation schedules will be prepared on the basis of seniority for requests received by April 1. Requests received after April 1 (or prior to April 1 for vacations prior to April 1) will be treated on a first come first serve basis. Requests received simultaneously will be granted on the basis of seniority. Employees desiring to take vacations after August 1 must schedule such vacations prior to August 1, in a manner acceptable to the Employer. Scheduled vacations may be rescheduled at any time by mutual agreement of the employee and the Employer. As far as possible, vacations will be granted at the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the Employer and shall be subject to work schedule and personnel requirements. If an employee is refused vacation,

due to the needs of the Employer, such vacation will be rescheduled, at a mutually agreeable time, either in the same calendar year or in the following year if necessary.

(e) The method of determining vacation pay rates for any calendar year shall be determined by dividing the total hourly wages (including shift differential) earned by each employee (adjusted for any intervening wage increases) by the total hours paid to the employee during the previous calendar year, but if such calculation provides a pay rate less than the current basic classification rate of an employee, then that employee's vacation pay rate shall be the same as the employee's basic rate for their classification at the time of vacation.

ARTICLE 35. LONGEVITY.

Regular full-time employees shall be entitled to longevity payments as hereinafter provided. Such payments shall be made on or about December 11 of each year and shall be based upon the employee's years of continuous employment as of December 11 of the payment year. The present practice for vacation payments of determining the amount of vacation for employees who did not work twelve (12) months in the preceding calendar year (determined by multiplying the amount of vacation normally earned by the number of months actually worked and dividing by twelve) shall be applied to longevity payments, with the longevity payment to which the employee would otherwise be entitled being multiplied by the number of months actually worked (from the prior December 11 to December 11 of the payment year) and dividing by twelve. The normal longevity payment shall be \$100.00 for employees with more than ten (10) years continuous employment, plus \$10.00 for each additional year of continuous employment above ten years. For example, an employee with more than eleven years continuous employment would receive \$110.00 longevity payment, twelve years \$120.00, etc.

ARTICLE 36. INSURANCE COVERAGE.

(a) (1) The Employer agrees to pay the full premium for hospital and medical coverage for each employee, their spouse, and all of their dependents under the age of nineteen (19) years, the plan to be substantially equivalent to Blue Cross-Blue Shield Master Medical.

(2) The Employer agrees to pay such premium during the employee's absence as a result of any "illness" for any "Month" (15th through 15th or other "month" as used by the insurer) in which the absent employee receives payment for sick leave, plus an additional period of twenty-four (24) calendar "Months" following the last "Month" in which the employee

receives such sick leave payments. The employee shall be required to use their accumulated sick leave continuously for the purpose of this section. For an employee who has no accumulated sick leave, the 24-month period will commence with the "Month" following the "Month" in which the employee was first absent due to "illness" which would otherwise have qualified them for paid sick leave.

(3) For employees retiring at or after age sixty (60) with at least fifteen (15) years of service, who continue their hospital and medical coverage in the Employer's Retired Employees Group Plan but, because of age, are not eligible for Medicare coverage, the Employer will pay the premium (Retirees' Group) necessary for such hospital and medical coverage, including the master medical rider, up to the cost for two (2) party coverage (employee and spouse). For retired employees whose age permits them to be eligible for Medicare coverage the Employer will pay the premium for hospital and medical care coverage only in the amount which is necessary to augment Medicare coverage for the retired employee and their spouse; to the extent permitted by the insurance carrier, employees may elect continuation of the Master Medical rider at their own expense.

(b) The Employer agrees to provide each employee with a death benefit (self-insured, through a group term life insurance plan, or otherwise) of \$5,000.00. When the employee is absent, due to illness which would qualify the employee for paid sick leave, the Employer shall continue to provide such coverage in the manner and for the period provided for hospital and medical benefits above. The Employer will continue to provide \$2,500.00 of such coverage for all employees upon retirement after age 60 or, for employees who have 25 years or more of continuous service, upon retirement after age 55.

(c) The Employer agrees to pay the full premium for dental insurance coverage substantially equivalent to the Blue Cross-Blue Shield Comprehensive Preferred Plan, 75/25, 75/25, 50/50 co-pay, with rider MBL limitation of \$600.00 per year.

(d) The Employer agrees to pay the full premium for vision insurance coverage substantially equivalent to the Blue Cross Blue Shield plan currently provided.

(e) For excused leaves of absence of less than thirty (30) calendar days, the Employer will continue to pay such insurance premiums. For such leaves which extend for thirty (30) calendar days or more, the employee must pay the entire cost of such insurance coverage for both the first thirty (30) days of such leave, and for the duration of such leave.

(f) The above mentioned benefits shall terminate at the end of the "Month" (15th through 15th or other "month" as used by the insurer) in which an employee is discharged, laid off or resigns, and in all cases where the employee is absent due to illness, except illness caused by occupational injury or disease, and does not return to work at the end of the time and period as defined above. Unless otherwise herein specifically provided, the Employer's obligation hereunder shall exist with respect to any employee only while they are in the active service of the Employer, only while they continue as a regular full-time employee, and only with respect to a "Month" in which the employee has earnings from the Employer for hours actually worked during such "Month".

(g) The Employer, by payment of the cost of such coverage as herein specified, shall be relieved of any further obligation or liability with respect to the benefits of such coverage. An employee, to be eligible for benefits, must make proper application with the Employer, and must keep the Employer informed of any changes in family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, is the latter of the employee's eligibility or the earliest date permitted by the insurance company following notification of such change by the Employer. The Employer will notify the insurance company of any changes requested by the employee within a reasonable period following notification of the Employer by the employee. It is the employee's obligation to assure that they have provided proper information concerning their family to the Employer, and that they are therefore receiving appropriate insurance benefits. It is also the employee's responsibility to assure that they have made adequate provision for any required advance payment of premiums for continuation of coverage during periods when the Employer's obligation hereunder does not exist, or for additional coverage not provided by the Employer. Accordingly, although the Employer will make reasonable efforts to notify employees prior to termination of their benefits, the Employer may automatically terminate insurance benefits, due to the employee's non-payment of necessary premiums, with or without prior notice to the employee. Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

ARTICLE 37. COMPUTATION OF BENEFITS.

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, unless hours actually worked are otherwise specified.

ARTICLE 38. INTERDISTRICT OPERATIONS.

Where employee(s) and equipment from one district (the "Originating District") are used within the boundaries of another district (the "Working District") and the equipment is to remain in the Working District for longer than one (1) calendar day (a "Project"), equipment assignments among employee(s) assigned to the Project will be as follows:

(a) The Employer may assign an employee(s) from the Originating District and/or the Working District, in the Employer's sole discretion, to transport the equipment to the Working District and/or to return the equipment to the Originating District.

(b) On the first calendar day of the Project the Employer may assign an employee(s) from the Originating District and/or the Working District, in the Employer's sole discretion, to operate the equipment in the Working District.

(c) Commencing with the second calendar day of the Project, an employee(s) from the Working District working on the Project who has more seniority in their classification than an employee(s) from the Originating District working on the Project will be permitted to operate the higher rated equipment, provided the senior employee(s) is qualified to operate the equipment.

(d) The Employer will provide advance notice of the Project(s) to the steward in the Working District.

(e) This Article does not apply to Interdistrict Posted Equipment.

ARTICLE 39. WORK PERFORMED BY SUPERVISORS.

A supervisor shall not perform work on a job normally performed by an employee in the bargaining unit; provided, however, this provision shall not be construed to prohibit supervisors from performing the following types of work:

- (a) Experimental work.
- (b) Demonstration work performed for the purpose of instructing and training employees.
- (c) Work which is necessary due to emergency conditions which if not performed might result in interference with operations, bodily injury, or loss or damage to material or equipment, or due to situations in which no qualified bargaining unit employee is immediately available.

- (d) Work which, under the circumstances then existing, would be unreasonable to assign to a bargaining unit employee, or work which is negligible in amount.

ARTICLE 40. GENERAL PROVISIONS.

(a) Any agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by any individual.

(b) As used throughout this Agreement, unless otherwise specified "calendar" days shall mean Monday through Sunday, and "working" days shall mean Monday through Friday, excluding holidays.

(c) It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with State and Federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments.

(d) Employees shall notify the Employer of any change of name or address, or of any change which would affect insurance or other benefit status promptly, and in any event within seven (7) calendar days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address and other information shown on its records for all purposes involving his employment and this Agreement.

(e) (1) Every employee must and hereby agrees to have such physical examinations as are required from time to time by the Employer, and paid for by the Employer, to establish or re-establish the employee's physical fitness to perform their work. If the employee requests to see their own physician, with the Employer's consent, the cost for such physical examination shall be paid by the employee. If the Employer requires an employee to have an examination, other than normal annual examinations, the Employer will, upon request, notify the employee in writing of the specific reasons for such request.

(2) Employees failing to pass physical examinations may employ a qualified medical examiner of their own choosing and at their own expense to conduct a further physical examination for the same purpose. If the findings of the employee's medical examiner disagree with the Employer's, a copy of the employee's medical examiner's findings shall be furnished to the Employer and the Employer will, at the request of the

employee, ask that the two medical examiners agree on a third qualified and disinterested medical examiner for the purpose of making a further medical examination of the employee for the same purposes (the cost of such third medical examiner to be shared equally between the Employer and the employee, unless the Employer requires such examiner be from outside the County of Marquette in which event the entire cost of such third medical examiner shall be borne by the Employer). Should the employee's medical examiner fail to participate in the process for reaching agreement on the third medical examiner the Employer and the employee/Union will agree upon such third examiner. The findings of such third medical examiner shall determine disposition of the case. This provision is applicable only to administration of this collective bargaining agreement and is not intended to restrict any of the Employer's rights under Michigan's Worker's Compensation Laws or otherwise.

(3) If the findings of the medical examiner (as provided above) indicate medical problems, the employee will normally be permitted a reasonable period on the job to demonstrate that they are undertaking an effective program to control such problems, but not to extend beyond the time at which medical examiners recommend the employee be suspended from active employment for health reasons, or the time an employee cannot efficiently and safely perform the work required.

(f) The Employer will pay the chauffeur's license (including vehicle group designation, vehicle indorsement, or other state or federal license or permit) fees for all employees who require such licenses/permits when operating the Employer's vehicles. To the extent required by the Employer, each employee must maintain a valid Michigan motor vehicle driver's license, chauffeurs license, CDL, vehicle group designation, vehicle indorsement, or other state and/or federal license and/or permit, and must at all times meet and comply with any and all standards, regulations and/or license/permit requirements of the state and federal governments, and the Employer's insurance carrier. If any of such licenses or permits are suspended or revoked by the Michigan Secretary of State, by a court, or otherwise, or if the employee is convicted of violation of any standard or regulation affecting the employee's right or ability to operate vehicles in the course of employment, such employee shall immediately give written notice to the Employer of such suspension, revocation, or other occurrence. The matter shall thereupon be reviewed by the Employer, the employee and the Union and, if mutually acceptable arrangements cannot otherwise be made, the Employer may take any action it deems appropriate, including suspension (and possible discharge for employees whose license, CDL, group designation, indorsement or other permit is suspended/revoked for more than one (1) year).

(g) The Employer will bear the cost of a coverall service, comparable to the current service, providing three (3) pairs of coveralls for regular full-time mechanics and the greaser.

(h) Whenever the Employer requires an employee on call-out to utilize their own chain saw the Employer will pay such employee the sum of \$10.00 per call-out. Such amount shall be a flat fee, shall be paid irrespective of the duration of the call-out, and shall be deemed to reimburse the employee in full for use of their personal equipment, including but not limited to costs of operating, wear and tear, repairs or any other costs or expenses connected with use of the employee's chain saw and related equipment, including use of the employee's vehicle for travelling to and from the job site.

(i) So long as the employee has complied with Employer policies and rules, and has checked their vehicle prior to operation as required by law, notifying the Employer of defects, the Employer will provide legal representation (or bear the reasonable cost of legal representation) for the employee with respect to any citation for defective equipment, equipment failure or load overweight while operating the Employer's equipment.

(j) 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 all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

(k) The entire Agreement between the parties as set forth in this written instrument, which includes Appendixes A through D attached hereto, expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

ARTICLE 41. DISTRIBUTION OF AGREEMENT.

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy to all new employees.

ARTICLE 42. APPENDIXES.

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

- Appendix A - Pensions
- Appendix B - Job Classifications
- Appendix C - Job Ratings
- Appendix D - Cost of Living Adjustment

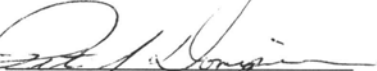
ARTICLE 43. DURATION.

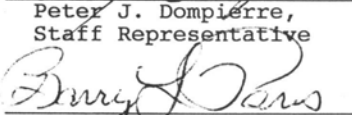
(a) This Agreement shall continue in full force and effect through and including December 31, 1997, and for successive yearly periods thereafter unless notice is given in writing by either the Employer or the Union to the other at least sixty (60) days prior to the expiration date, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

(b) Notice of modification, amendment or termination shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to 710 Chippewa Square, Marquette, Michigan 49855, and, if to the Employer, to the Marquette County Road Commission, P. O. Box 10, Ishpeming, Michigan 49849, or to such other address as the Union or the Employer may designate in writing.

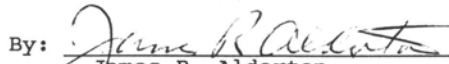
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LOCAL 2724, COUNCIL #25,
AFSCME, AFL-CIO


Peter J. Dompierre,
Staff Representative


Barry L. Paris,
President

MARQUETTE COUNTY ROAD COMMISSION

By: 
James R. Alderton,
Chairman of the Board

By: 
David J. Bleau, Secretary

Kenneth C. Michels
Kenneth C. Michels

William C. LaBelle
William C. LaBelle

Lawrence P. Mattson
Lawrence P. Mattson

Thomas L. Sherbinow
Thomas L. Sherbinow

APPENDIX A

PENSIONS

(a) The MERS pension (C2/B1 base/V6) now in effect for employees covered by this Agreement shall continue.

(b) Employees will, through payroll deduction, contribute 2.75% (effective 1/1/97 2.70%) of their gross wages to such plan.

APPENDIX B

JOB CLASSIFICATIONS

(a) The following jobs shall be placed in the following classifications:

(1) Shop classification - Shall cover the shop mechanics and the welder.

(2) Night Service classification - Same as Heavy Truck classification but decreased opportunity for overtime due to regular servicing of Heavy Truck equipment.

(3) Heavy Truck classification - Shall cover the following jobs: all types of snow plow trucks; sanders; front end loaders when used for loading sanders and loading surface and shoulder patch materials from stockpiles located at the District garages; fork lifts; mowers; wing operators; sno-gos when it is a two-employee operation; crane and gradall when being driven from one area to another; road signs fabrication; jackhammer operator; equipment fueling, maintenance, clean up and storage of vehicles.

(4) Light Truck classification - Shall cover the following jobs: light trucks; spray nozzle operator on patching ruttles; power saw operator; operator of rollers of less than six (6) tons capacity; equipment fueling, maintenance, clean up and storage of vehicles.

(5) Labor classification - Shall cover all jobs not listed above but including also equipment fueling, maintenance, clean up and storage of vehicles.

(6) Janitorial classification.

(b) Employees in the Labor classification shall, if qualified for the Light Truck classification, advance through the progressive one (1) year and two (2) year increases in the Labor classification to the Light Truck classification after actually working thirty (30) months in the Labor classification. Light Truck classification employees shall, if qualified, receive the Heavy Truck classification after actually working four (4) years in the Labor and/or Light Truck classifications.

APPENDIX C
JOB RATINGS

	RATE PER HOUR	
	Effective 10/24/96	Effective 1/1/97
(a) <u>Shop</u> classification (Instead of normal probationary rate: \$.50 less than classification rate for first three months continuous employment, \$.25 less after three months continuous employment, full rate after six months continuous employment.)	\$13.73	\$14.00
(b) <u>Construction Equipment Rating</u> (Shall cover the following jobs: blasters; all phases of the motor power grader operations, including brush cutter operator; boom mower operator; sweeper operator; blacktop plant operator; boiler operator; front and rear operators on the blacktop paver; crane; gradall; all shovels; all bulldozers; backhoe; rollers of six ton or more capacity; sno-go, when it is a one-employee operation; bituminous distributor truck operator; front- end loaders on construction projects; truck tractor with trailer; Boomtruck; shoulder gravel spreader operator; cutting and welding other than the shop welder.)	\$13.51	\$13.78
(c) <u>Night Service</u> classification (Ishpeming - Heavy Truck classification rating, due to servicing of heavy truck equipment, plus \$.05 per hour due to decreased opportunity for overtime.)	\$13.31	\$13.58
(d) <u>Heavy Truck</u> classification	\$13.26	\$13.5
(e) <u>Light Truck</u> classification	\$13.16	\$13.4
(f) <u>Labor</u> classification	\$10.17	\$10.4

So long as they are qualified for the
Light Truck classification:

After actually working one (1) year in the Labor classification:	\$11.17	\$11.44
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After actually working two (2) years in the Labor classification:	\$12.17	\$12.44
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<u>Janitorial</u> classification	\$ 9.01	\$ 9.28
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Probationary:

(After actually working	(1) Start	\$ 8.51	\$ 8.78
indicated number of	(2) 3 months	\$ 8.76	\$ 9.03
continuous months.)	(3) 6 months	Normal Classification Rate	

APPENDIX D

COST OF LIVING ADJUSTMENT*

(a) For purposes of this Appendix D:

- (1) "Consumer Price Index" refers to the Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - All Items (1967=100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
 - (2) "Consumer Price Index Base" refers to the Consumer Price Index for the month of January, 1977 (being that Consumer Price Index which customarily would be published by the Bureau in mid-February, 1977).
 - (3) "Adjustment Dates" are: January 26, April 26, July 26, and October 26 in each year, provided the first adjustment date shall be April 26, 1977.
 - (4) "Change in the Consumer Price Index" is the difference between the Consumer Price Index Base and the Consumer Price Index for the calendar month next preceding the month in which the applicable adjustment date falls.
 - (5) "Normal Scheduled Hours" are the number of actual hours (excluding overtime or other premium) in the employee's normal scheduled workweek. They include scheduled hours during which an employee is paid although not actually working, due to paid holidays, vacations or paid leaves, but do not include scheduled hours during which an employee is absent without pay and do not include unscheduled hours worked by the employee.
 - (6) "Cost-of-Living Adjustment" is calculated as below and will be payable for the monthly pay period ending on the adjustment date, and for the two (2) succeeding monthly pay periods.
- (b) Effective on each Adjustment Date, a Cost-of-Living Adjustment equal to \$.01 per hour for each full .5 of a point Change in the Consumer Price Index shall become payable for all Normal Scheduled Hours. The Cost-of-Living Adjustment shall be an "add on", shall not be part of the employee's standard rate per hour, and shall not be used in the calculation of any other benefits. In no event shall any Cost-of-Living

Adjustment exceed ten cents (\$.10) during the year 1977. Effective January 1, 1978 an amount equal to the amount of the Cost-of-Living Adjustment then payable and in effect shall be added to, and included in, the rate per hour set forth in Appendix C. Such adjustment shall be treated for all purposes as a general wage increase commencing on January 1, 1978. Commencing with the adjustment of January 26, 1978 the Cost-of-Living Adjustment shall in no event, for the duration of this Agreement, exceed the difference between thirty cents (\$.30) and the amount of the Cost-of-Living Adjustment rolled into the rate per hour effective January 1, 1978. (For example, assuming the Cost-of-Living Adjustment at the end of 1977 equals \$.10 per hour, such ten cents (\$.10) per hour would be rolled into the wage rate effective January 1, 1978, there would then be no Cost-of-Living Adjustment until January 26, 1978, at which time the Cost-of-Living Adjustment, for the duration of the contract, could not exceed \$.20.)

- (c) If the Consumer Price Index falls below the Consumer Price Index Base there shall be no Cost-of-Living Adjustment. In no event will the Cost-of-Living Adjustment provide a basis for reduction in the base hourly rates in effect under this Agreement.

* The Cost-of-Living Adjustment language herein contained is that from the 1977-78 labor agreement. No Cost-of-Living Adjustment shall be applicable during the term of this agreement.

LETTER OF UNDERSTANDING - 1996 NEGOTIATIONS

Re: Labor Agreement Entered Into as of October 24, 1996,
Between Marquette County Road Commission and Local
2724, Affiliated with Council #25, AFSCME, AFL-CIO

It is hereby mutually understood and agreed:

(1) Pursuant to paragraph 2(b) of the "Letter of Understanding - Miscellaneous" attached to the January 1, 1982 Labor Agreement between the parties, certain employees were entitled to a "prolonged illness bank". The "prolonged illness bank" is not available for short-term sickness or for sick leave "pay back", and shall not be available for, or otherwise paid to, employees for any purpose, except as provided below:

(a) If an employee is disabled due to prolonged illness or injury, and provides the Employer with medical documentation, acceptable to the Employer, establishing such prolonged disability, and if such employee exhausts all of their regular accumulated paid sick leave, such employee will be permitted to receive additional paid sick leave from their "prolonged illness bank", not to exceed the number of hours therein, during the duration of such disability. For purposes of this paragraph, a prolonged disability shall be deemed to be disability continuing in excess of seven (7) consecutive calendar days.

(b) Subject to the conditions established for regular sick leave "pay back", an employee qualifying for payment of regular accumulated sick leave, upon death or termination of employment, may also use accumulated sick leave remaining in their "prolonged illness bank", provided the total payment, including both regular accumulated sick leave and sick leave from the employee's "prolonged illness bank", shall not exceed the maximum provided in the Labor Agreement for regular sick leave "pay back". Payment shall be subject to the conditions, and in the manner, provided for payment of regular accumulated sick leave.

(c) The hours in an employee's "prolonged illness bank" shall be identified with the employee, without increase, for the duration of the employees' continuous employment with the Employer, or until used. The "prolonged illness bank" hours remaining for each employee will be posted at least semiannually.

(2) Appendix C notwithstanding, Bargaining Unit employees hired prior to May 1, 1980 and remaining continuously employed, who successfully bid for and are awarded positions in the Janitorial classification, as provided in the Job Postings and Bidding Procedures Article, shall be entitled to the Janitorial Personalized Rate (\$12.47 effective 10/24/96 and

\$12.74 effective 1/1/97). Such rate is personalized for such employees in such classification, shall be paid only to such employees and not to any other employees in such classification or performing work in such classification, and shall continue to be paid to such employees only so long as they remain in such Janitorial classification. For medical reasons, Bargaining Unit employees hired on or after May 1, 1980 may be similarly permitted to bid for positions in the Janitorial classification, at such Personalized Rate, upon mutual consent of the Employer and the Union.

(3) Article 13(d) applies only to out of Bargaining Unit transfers on or after January 1, 1987; transfers prior to that date are controlled by the language provided in the prior agreement.

(4) The parties agree to form a committee to review insurance coverage and costs and to determine methods to control insurance costs or cost sharing.

(5) Appendix B(b) was revised in the 94/95 contract to provide advancement to Light Truck after thirty (30) months and Heavy Truck after four (4) years. Prior to January 1, 1994 paragraph (b) read:

"(b) Employees in the Labor classification shall, if qualified for the Light Truck classification, advance through the progressive one (1) year and two (2) year increases in the Labor classification to the Light Truck classification after actually working three (3) years in the Labor classification. Light Truck classification employees shall, if qualified, receive the Heavy Truck classification after actually working six (6) years in the Labor and/or Light Truck classifications. Any employee with six (6) years or less of employment shall receive the Heavy Truck classification only if a Vacancy exists. For purposes of this subsection a Heavy Truck classification Vacancy normally exists if there are fewer employees in the District in the Heavy Truck classification than the number indicated below:

- (1) Ishpeming - nineteen (19)
- (2) Gwinn - six (6)
- (3) Skandia - five (5)
- (4) Republic - four (4)
- (5) Big Bay - two (2)

(Example: If there were 18 employees in the Heavy Truck classification in the Ishpeming District one vacancy would be deemed to exist; the most senior qualified employee within the District with less than six years employment would be promoted to the Heavy Truck classification.)

It is agreed that, for employees hired into the Labor classification prior to January 1, 1994, advancement will be in accordance with the current contract language (30 months Light Truck/4 years Heavy Truck) but that such employees may advance to the Heavy Truck classification with less than four years of employment if a Vacancy would have been deemed to exist under such prior language.

(6) The percentage payroll deduction provided in Appendix A, PENSIONS, will be adjusted in the future based on changes in the Heavy Truck classification hourly rate. For example, during the 1995 contract term the percentage was 2.81%. Since there was an increase of \$.26 per hour for the 1996 Heavy Truck classification, from \$13.00 to \$13.26, the new percentage was calculated as follows: $13.00 + 13.26 \times 2.81\% = 2.75\%$. (For 1997 $13.26 + 13.53 \times 2.75\% = 2.70\%$).

(7) (a) Robert Laurich did not consent to transfer from the Employer's prior Northwestern Mutual Life Insurance Deferred Benefit Pension Plan to the MERS Successor Pension Plan in 1993. Accordingly, he has continued under the Northwestern plan.

(b) The pension for Mr. Laurich will continue in accordance with the Northwestern Mutual Life Insurance Company Retirement Plan Trust Indenture in effect March 1, 1993 (including payment of dividends received, in excess of the annual premium, as refunds for his annuity account when he no longer qualifies, due to age, for additional annuity eligibility, into a deferred compensation account on his behalf) as provided by Appendix A of the January 1, 1992 Labor Agreement.

(c) The payroll deduction provided by the Labor Agreement for employees participating with the MERS plan is not applicable to Mr. Laurich.

(8) When purchasing new dump trucks and snowplows the Road Commission will order installation of AM/FM radios.

(9) The "tested positions" referred to in Article 19(b)(1) will, during the term of this Agreement, include no more than the Grader positions without written consent of the Union. It is the intent of the parties that the Employer and the Union will work together, with such outside resources as may be

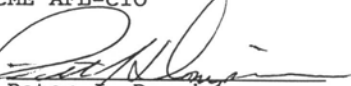
available, to develop reasonable and appropriate testing for Grader operators. The provisions of Article 19(b)(1), concerning filling of vacancies for tested positions, will not be applicable until testing has been implemented.

(10) This Letter of Understanding incorporates all current Letters of Understanding between the parties; any prior Letters of Understanding not incorporated in this Letter of Understanding are hereby terminated.


Dated: 12/3/96

LOCAL 2724, COUNCIL #25,
AFSCME AFL-CIO

MARQUETTE COUNTY ROAD COMMISSION

By: 
Peter J. Dompierre,
Staff, Representative

By: 
Robert S. Menard,
Engineer-Manager

By: 
Barry L. Paris,
President

