4374

12/31/2001

AGREEMENT

Between

BOARD OF COUNTY ROAD COMMISSIONERS, COUNTY OF BAY

And

BAY COUNTY ROAD COMMISSION EMPLOYEES LOCAL #1096

Affiliated with Michigan Council #25, AFSCME AFL-CIO

Bay County Road Commission

Effective Period

February 1, *1998* through *December* 31, *2001*

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AGREEMENT

This Agreement, effective as of the first day of February, *1998*, is entered into by and between the Board of County Road Commissioners, County of Bay, hereinafter called the "Employer" and/or the "Commission", and the International Union of the American Federation of State, County and Municipal Employees, and Council #25 and its affiliate Local Union No. 1096, hereinafter collectively called the "Union".

The Employer and the Union do hereby mutually agree that the headings used to identify any Article, or Section, or any part thereof of either of such in this Agreement, or in any Exhibit hereto, are used only for the purpose of identification, and as such, they neither add to or subtract from the meaning of any part of such Article, Section or any part thereof, as such are for reference only.

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the

Employer's success in establishing a proper service to the community.

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

ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit of all hourly rated employees of the Employer, but excluding supervisors.

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 for the purpose of undermining the Union.

ARTICLE 3 - MANAGEMENT'S RIGHTS

Section 1. The Employer retains the sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means and equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary function of management; to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall employees from layoff; to establish skill levels and requirements; provided however, that these rights shall not be exercised in violation of any specific, clearly and unambiguously worded provisions of this labor agreement to the contrary.

Section 2. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically limited by this agreement.

ARTICLE 4 - UNION SECURITY

Section 1. Requirement of Union Membership. To the extent that the laws of the State of Michigan permit, it is agreed that; **a)** employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required to continue membership in the Union for the duration of this Agreement as a condition of continued employment; and **b)** employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of this Agreement as a condition of continued employment.

Section 2. Probationary Employees Union Membership. Except Student help, newly hired employees shall be in the bargaining unit after ninety (90) days of employment.

Section 3. Rehired, Reinstated, or Transferred Employees. Rehired or reinstated employees, or employees transferred into the bargaining unit after the effective date of this Agreement and who are covered by this Agreement shall be required to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following the date of such

rehire, reinstatement, or transfer to the bargaining unit as a condition of continued employment.

Section 4. (a) An employee who is not already a member of the Union, but who tenders an initiation fee and the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union shall be deemed as meeting the provisions of this Article 4.

(b) Employees shall be deemed to be members of the Union within the meaning of this Article 4 if they are not more than sixty (60) days in arrears in payment of membership dues.

(c) The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears of payment of membership dues.

ARTICLE 5 - SUMMER HELP (STUDENTS)

(a) Summer help (students) are employees whose term of employment is specifically limited at the time of employment.

(b) Summer help (students) shall be limited to no more than fifty percent (50%) of the number of regular employees on the payroll.

(c) Summer help (students) shall work no more than one-hundred-twenty (120) calendar days during the summer months. In the event such are retained beyond 120 calendar days, they shall be included in the bargaining unit and shall be considered as having completed the ninety (90) day probationary period provided and required under the terms of Article 4 of this Agreement, they shall be classified as Laborers, and paid at the labor grade rates for such, and shall be covered by all the terms and provisions of this Agreement.

(d) Summer help (students) are excluded from any other terms and provisions of this Agreement except for those provisions contained within this Article 5 during the one-hundred-twenty (120) calendar day period defined in part (c) of this Article above.

(e) For purposes of establishing the maximum rate of pay that the Commission may pay summer help, the regular hourly rate for "Laborer" shall be added to any Cost of Living Allowance in effect at the time. Summer help (students) shall receive a rate of pay as determined by the Commission, but the rate shall not exceed fifty percent (50%) of the amount as calculated in the manner described.

(f) The Employer agrees that it is not the intention to utilize Summer Help to perform overtime work; however,

the Employer and the Union recognize that there may be times and situations when such help will work in excess of eight (8) hours per day or forty (40) hours per week. If such times or situations become excessive, the Employer agrees to discuss such through special conference with the Union at the Union's request.

(g) Summer help (students) shall not be used or remain employed during a layoff of regular employees or while regular employees are working reduced hours. Summer help employees will be used to operate hand tools, to run tractors with mowers, and to operate pickup trucks to and from work sites as transportation.

(h) Federally and/or State funded employees may be used by the Employer only to perform hand labor, with or without hand tools.

(i) Summer help (students) shall pay a representation fee to the Union commencing after thirty (30) days of employment in an amount determined by the Union, but such amount shall not exceed the monthly amount paid to the Union in the form of uniform dues and assessments by regular seniority employees as levied upon them by the Union.

ARTICLE 6
UNION DUES AND INITIATION FEES

(a) Payment by Check-off or Direct to Union.

(1) Employees may tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form, or pay such directly to the Union.

(2) During the life of this Agreement and in accordance with the terms of the Authorization for Check-off of Dues form as hereinafter set forth below and to the extent that the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following form.

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TO: _____

EMPLOYER

I hereby request and authorize you to deduct from my earnings one of the following:

[ ] An amount established by the Union as monthly dues; or

[ ] An amount equivalent to monthly union dues which is established as a service fee.

The amount deducted shall be paid to Michigan Council #25, AFSCME, AFL-CIO in behalf of Local _____.

By: _____
(Please Print)

By: _____
SIGNATURE DATE

EMPLOYERS COPY

NOTICE TO ALL EMPLOYEES OF THE BARGAINING UNIT:

The Agreement between the Employer and the Union and its Local Union requires all employees of the Bargaining Unit to become members of the Union to the extent of tendering an initiation fee and monthly membership dues, as set forth in the Agreement.

Newly hired employees shall be in the bargaining unit after ninety (90) calendar days of employment.

Employees rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement must become members within 10 days after the thirtieth (30th) day following the beginning of employment in the bargaining unit. All employees are required to remain members of the Union for the duration of the Agreement.

Employees may have their initiation fee and monthly membership dues deducted from their earnings by signing this "AUTHORIZATION FOR CHECK-OFF OF DUES" form, or they may pay dues directly to the Union. Employees on check-off may have the check-off canceled as provided in the Agreement and pay dues directly to the Union; however, they must remain members of the Union for the duration of the Agreement.

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(b) Deductions. Deductions shall be made only in accordance with the provisions of the Authorization for Check-off of Dues together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deduction not in accordance with this provision.

(c) Delivery of Executed Authorization of Check-off Forms. A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues form which is incomplete or in error will be returned to the Local Union Financial Secretary by the Employer.

(d) When Deductions Begin. Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the first (1st) pay of the month, and each month thereafter.

(e) Delivery of Additional Check-off Forms. The Union will provide the Employer any additional Authorization for Check-off of Dues forms under which Union membership dues ***are*** to be deducted.

(f) Refunds. In cases where a deduction is made that duplicated a payment that an employee had already made to

the Union, or where a deduction is not in conformity with the provisions of the Union's constitution and by-laws, refunds to the employee will be made by the Local Union.

(g) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the tenth (10th) day of the month following the month in which they *were* deducted. Additionally, the Employer shall indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who are no longer subject to deductions through a change in their employment status, and advise said financial officer by submission of an alphabetical list of all new hires since the date of the submission of the previous month's remittance of dues.

(h) Termination of Check-off. An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which termination took place. Deductions may be terminated by

the employee giving thirty (30) days written notice to the Employer and the Union in advance of the termination date of the contract or upon termination of employment.

(i) Disputes Concerning Check-off. Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-off of Dues form shall be reviewed with the employee by a representative of the Local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the Grievance Procedure commencing at STEP 3. Until the matter is disposed of, no further deductions shall be made.

(j) Limits of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with the provisions of this Article 6 of this Agreement.

(k) List of Members Paying Dues Directly. Within fifteen (15) days after the execution date of this Agreement, the Local Union will furnish the Employer with the names of all members paying dues directly to the Local Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.

(l) Disputes Concerning Membership. Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union, and if not resolved, may be decided at the Grievance Procedure commencing with STEP 3. However, the employee may be retained at work while the dispute is being resolved.

ARTICLE 7 - REPRESENTATION

Section 1. The number of representation districts in the unit shall be the present number unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may redistrict the unit from time to time by agreement.

Section 2. It is mutually recognized that the principle of proportional representation which reflects the increase or a decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

Section 3. Stewards and Alternate Stewards.

(a) Employees in each District shall be represented by one (1) Steward who shall be a regular employee and working in the District. During scheduled overtime periods, or scheduled weekend work, the Steward, or the Alternate Steward, as the case may be, shall be scheduled to work provided more than two (2) employees from the District are scheduled in; and provided further, said Steward, or Alternate Steward, is able to perform the available work.

(b) Stewards may, in accordance with the terms of this Section, during their working hours and without loss of time or pay, investigate and present grievances to the Employer upon having advised their Foreman of such.

The Foreman shall grant permission and provide sufficient time to the Stewards leaving their work for such purposes. The privilege of Stewards to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all times except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

(c) The Employer shall recognize a Chief Steward, regular Stewards, and Alternates to the regular Stewards upon official notification to the ***Engineer-Manager*** from Local Union #1096 of the names of the employees who have been authorized by the Union to serve in such capacities.

Section 4. Special Conferences. Special conferences for important matters will be arranged between the Local Union President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of 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, and matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or a representative of the International Union.

Section 5. The Employer shall not be required to pay for any time spent in arbitration hearings or related time spent, or for any time spent in mediation, for any bargaining unit employee including Local Union officers and/or Stewards.

ARTICLE 8 -GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement. If any such grievance arises, it shall be submitted to the procedure provided in this Article.

Section 2. Holidays Defined for Grievance Purposes. Whenever the words, "holiday" or "holidays" are used in the grievance procedure, such shall refer only to the recognized paid holidays provided in this Agreement.

Section 3. Processing a Grievance.

STEP 1. Any employee having a grievance may discuss it with his District Steward. Such discussion shall take place at the beginning or at the end of the employee's shift and shall not exceed one-half hour per day. If the Steward determines that the grievance has merit, he/she may discuss it with the District Foreman. The grievance matter must be submitted to the District Foreman by the District Steward for discussion within seven (7) calendar days from the date of the occurrence of the matter involved in the grievance, or within seven (7) calendar days from knowledge thereof, or it will not be considered a proper subject for the grievance procedure.

STEP 2. If the matter is not disposed of as provided in STEP 1, the District Steward shall reduce it in writing, and shall, within fourteen (14) calendar days from the date of the occurrence of the matter, or knowledge thereof, giving rise to the grievance, submit the written grievance to the General Superintendent. The General Superintendent shall return his answer in writing to the District Steward within five (5) working days, Saturdays, Sundays and Holidays excluded, commencing with the first working day following the day upon which he/she was given the written grievance by the District Steward.

STEP 3. If the General Superintendent's answer is not satisfactory to the Union, the President of the Local Union may, within five (5) working days commencing with the working day following the day upon which the General Superintendent returned his/her written answer to the District Steward as in STEP 2 above, but excluding Saturdays, Sundays and holidays, submit the grievance on agenda to the ***Engineer-Manager*** of the Employer or his designated representatives, who shall, within seven (7) calendar days from the receipt of the grievance on agenda from the Local President arrange to convene a meeting or meetings between no more than three (3) representatives of the Union including a representative of the Council and/or International Union, and three (3) representatives of the Employer including the ***Engineer-Manager*** and/or his/her

designated representative. The time and date of this meeting and/or meetings provided in this STEP shall be as mutually agreed upon between the Union representatives and the Employer's representatives; however, such shall take place within a reasonable amount of time after the Local President has submitted them to the ***Engineer-Manager*** for inclusion upon the agenda.

(a) The Union representatives may meet at a place designated by the Employer, on the Employer's property, for at least one-half hour preceding such meeting with the Employer's representatives.

(b) For the purposes of investigating a grievance that he/she is to discuss with the Employer or the Employer's representatives, the President of the Local Union shall be allowed time off from his/her job without loss of time or pay for up to four (4) hours per week, accumulative for the current month. The District Foreman shall grant the President permission to leave his/her work for such purposes. Time required beyond such four (4) hours shall be granted but without pay.

STEP 4. **(a)** Should the matter not be resolved as provided in STEP 3 above, either party may then refer the matter to hearing before an impartial arbitrator. Notification

by the referring party to the remaining party shall be made in writing within fifteen (15) working days from the date of meeting or last meeting convened in accordance with the provisions of STEP 3 above, excluding Saturdays, Sundays or holidays. Such notification shall contain a statement of the desire of the referring party to present the matter for resolution before the impartial arbitrator's hearing.

(b) If the dispute(s) remain unsettled and the Council wishes to carry the matter(s) further, Council #25 shall file a demand for arbitration with F.M.C.S., Federal Mediation and Conciliation Services or M.E.R.C., Michigan Employment Relations Commission. The first case which is filed after the signing of this Agreement will have the Union striking a name first on the list, thereafter this procedure shall rotate between the Union and the Employer.

(c) The arbitration hearing shall be conducted in accordance with the rules of procedure for such of the American Arbitration Association.

(d) The decision of the arbitrator shall be final and binding upon all parties to the arbitration.

Section 4. Powers of the Arbitrator.

(a) Except as provided in this Section, the Arbitrator shall be bound by the rules and procedures of the American

Arbitration Association then existing, but he/she shall not use the auspices of such association.

(b) The Arbitrator shall be compelled to allow both parties to present their respective positions on the matter in dispute without undue interference or disruption. The hearing shall be conducted in an informal manner without restrictions upon either party which would not enable them to present their respective positions.

(c) The Arbitrator shall have no power to add to, or subtract from, alter or modify any of the terms of this Agreement.

(d) He/she shall have no power to establish wage scales, or to change any wage.

(e) He/she shall have no power to change any practice, policy or rule of the Commission (Employer) nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer; provided however, this shall not be construed to prevent the Arbitrator from ruling on the reasonableness of the rule adopted pursuant to Article 9 of this Agreement; and provided further, the Arbitrator shall have the right to modify, reduce or reverse any penalty which he/she deems to be unjust.

(f) It being understood that no grievance shall make claim for back wages that exceed the amount of wages the employee would have otherwise earned at his/her regular rate, the Arbitrator shall be bound by such understanding.

(g) The Arbitrator's powers shall be limited to deciding whether either party hereto has violated the express Articles and Sections of this Agreement, and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

(h) He/she shall have no power to substitute his/her discretion for the Employer's discretion in cases where the Employer is given discretion by this Agreement.

(i) The fees and approved expenses of the Arbitrator shall be divided and paid equally between the Employer and the Union.

Section 5. Time of Appeals.

(a) Any grievance not appealed from one STEP of the grievance procedure to the following STEP of the grievance procedure within the time limits specifically prescribed shall be considered settled on the basis of the

Employer's last answer as given under the provisions of the last completed STEP.

(b) Failure of the Employer to provide written answers within the time limits prescribed in the grievance procedure shall be construed to mean the Employer will settle the grievance in accordance with the Union's immediately preceding position on such grievance.

(c) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of the reinstatement. If the grievance is not reinstated within one (1) month from the date of the withdrawal, it shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representative case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

Section 1. Notice of Discharge or Discipline.

(a) The Employer agrees to promptly notify the Steward of the District in writing upon the discharge or discipline of an employee within the Steward's District.

(b) Except where good sense dictates that the employee should leave or be removed from the premises and the property of the Commission immediately, the discharged or disciplined employee may discuss his/her discharge or discipline with the Steward of the District, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.

Section 2. Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the District Steward consider the discharge or discipline to be improper, the District Steward shall present the complaint in writing to the District Foreman within two (2) working days, excluding Saturdays, Sundays or holidays, from the date of the discharge or discipline. The District Foreman shall give his/her answer to the complaint in writing to the District Steward within three (3) working days after the day upon which he/she received the written complaint from the District Steward. If the matter is not satisfactorily settled, the Local Union President may submit the matter to further processing through the grievance procedure, however such matter shall be submitted directly to STEP 3 of the grievance procedure in accordance with the provisions of such STEP 3.

Section 3. Infraction of Rules.

Rules and Infractions	Penalties
Malicious destruction of Employer property	
1st offense	Reprimand to 3 days off
2nd offense	3 days off to Discharge
Failure to carry out a reasonable order by designated supervision	
1st offense	Reprimand to 3 days off
Abuse of sick leave	
1st offense	3 days off
2nd offense	5 days off
3rd offense	5 days off to Discharge
Violation of safety rules and regulations including traffic violations	
1st offense	Reprimand
Subsequent offense	Reprimand to 3 days off

Commission of a felony,
as provided in Section 4
of Article 10 ..... Discharge

An employee must report for and remain at work at all times in a fit physical condition.

When a supervisor is of the opinion that an employee is not in a fit physical condition to perform his/her job, or when an employee of the Commission thinks any employee including a supervisor is not in a fit physical condition to perform work, the Commission's management personnel can require such employee to be immediately examined by competent persons qualified to determine such employee's physical fitness to perform his/her job at the time in question. Should such person or persons determine that such employee is physically unfit at the time, the employee will be sent home for the balance of the shift and forfeit pay for that day. Should the employee be found fit, he/she shall be returned to work without loss of pay and without prejudice. The cost of all examinations will be borne by the Commission. Refusal to submit to examination shall be deemed as establishing the employee's physical unfitness and disciplinary action shall be applied. Disciplinary steps under this rule are:

1st offense.....Loss of the work day and pay.

2nd offense.....If within twelve (12) months - loss of balance of the day plus one additional day.

3rd offense .....If within twelve (12) months of 2nd offense - loss of three (3) days work without pay.

4th or subsequent offense if within eighteen (18) months of 3rd offense - DISCHARGE

(a) When an employee has been found guilty of an infraction of one of the above rules and reprimanded, or penalized, the reprimand and/or penalty shall be substantiated in writing by a designated supervisor. The penalty of the offense shall be applied on the basis of the seriousness of the offense.

(b) Any combination of three (3) infractions within a twelve (12) month period will subject the employee to possible discharge.

(c) Offenses for immediate removal from the property or the job shall be drunkenness, fighting, and outright refusal to do an assigned job. Other discipline where time is to be lost will be assessed at the final decision of the grievance procedure.

(d) The Employer retains the right to issue work rules in keeping with the efficient operation of his business, or to change existing rules for the same purpose, and the rules provided under this Section 3 of this Article are not to be construed as the complete rules allowed by the Employer in the direction of his working forces. The Union retains the right to grieve the reasonableness of such work rules.

ARTICLE 10 - SENIORITY

Section 1. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period by accumulating ninety (90) days of employment within not more than one (1) year, he/she shall be entered on the seniority list of the unit and shall rank in seniority from the day ninety (90) days prior to the day he/she completed the probationary period. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, wages and

other conditions of employment as set forth in Article 1 of this Agreement, except discharged or disciplined employees for other than Union activity.

(c) Seniority shall be on an Employer (Commission) wide basis in accordance with the employee's last date of hire.

Section 2. Seniority List.

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Union President up-to-date copies at least every ninety (90) days.

Section 3. Loss of Seniority. An employee shall lose his/her seniority for the following reasons only:

(a) He/she quits.

(b) He/she is discharged and the discharge is not reversed through the grievance procedure.

(c) He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure commencing with STEP 3.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made by the Employer.

(e) Return from sick leave and leaves of absence will be treated the same as in (c) above.

(f) Where the employee's employment is terminated under any provision of this labor agreement.

(g) He/she comes under the provisions of paragraph (a) of Article 14 of this agreement.

Section 4. Loss of Seniority and Employment. Effective February 1, 1998, an employee shall lose all his/her seniority and his/her employment for the following reason: He/she is convicted, pleads guilty or no contest to

a felony involving an act of moral turpitude. For this purpose, a felony involving moral turpitude includes the following described crimes: arson; assault with a dangerous weapon; burglary; criminal sexual conduct; larceny; murder; and robbery.

ARTICLE 11 - SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification. In proper cases, exceptions may be made. The transfer to the desired shift will be affected within two (2) weeks following the end of the current pay period within which the written request was made with the approval of the Steward and of the ***General*** Superintendent.

ARTICLE 12 - SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or the International Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

ARTICLE 13 - LAYOFF DEFINED

(a) The word "layoff" means a reduction in the working force due to a decrease of work.

(b) The policy of the Employer concerning layoff is that the reduction of the work force will be handled through retirements, resignations, discharges or death. If further reduction is necessary, probationary employees will be laid-off on a Commission wide basis.

(c) The Local President, Vice-President, Secretary-Treasurer, Chief Steward, and one (1) Steward from each District shall head the seniority list of the bargaining unit during their term of office for layoff purposes. To the extent required by the Employer, the foregoing listed officers shall be retained in active employment, in the order so listed, provided they have the ability to perform the available work.

(d) In reducing the work force by reason of layoff or for other purposes, or in recalling laid off employees, the following shall be the procedure:

The last person hired shall be the first person laid-off, and the last person laid-off shall be the first person recalled; provided however, the employees retained must be able to perform the work that is available at the time of the reduction. Such employees shall demonstrate their ability by actually performing the job under the observation of supervision and the Steward at the time of the layoff.

If there is a question as to an employee's ability to perform the work, the Employer agrees to meet with the Union in an attempt to resolve the matter within seven (7) days from the layoff. If the matter is not thereby resolved, it shall be a proper subject for the final STEP of the grievance procedure.

(e) While in a layoff status, the employee shall have all insurance provided under this Agreement maintained by the Employer at no cost to the employee for six (6) months after the layoff date.

ARTICLE 14 - TRANSFERS

(a) Acceptance of Jobs Not Covered by the Labor Agreement. If an employee who holds seniority in the bargaining unit under the provisions of Article 10 of this labor agreement accepts a job with the Employer that is not covered by this labor agreement, he/she shall lose his/her seniority in the bargaining unit under the provisions of Article 10, Section 3 (g) of this labor agreement at the end of six (6) consecutive months after the first (1st) day of work on the new job. If the Commission subsequently returns the employee to a job covered by this labor agreement after the employee has lost his/her seniority in the bargaining unit under this provision, the employee's bargaining unit seniority for all purposes under this labor

agreement shall date from the day of his/her return to the job covered by this labor agreement with the following exceptions:

(1) The employee's total credited years of service with the Employer will be used as the basis for calculating his/her paid vacation leave as provided under Article 26 of this agreement.

(2) The employee's total years of service with the Employer will be considered for the purposes of calculating his/her years of credited service under the pension plan in accordance with the provisions for such under that plan.

(3) The employee will not be subject to the provisions of Article 10, Section 1, paragraphs (a) and (b) of this labor agreement.

(4) The employee will be subject to the provisions of Article 30, Section 3 (a) through (e) at the same progression wage step he/she was at when he/she left the bargaining unit.

(5) Any other exceptions that are mutually agreed to in writing between the Commission and the Union with reference to a specific employee in a specific circumstance.

(b) If an employee has never held a position covered by the labor Agreement and is transferred to a job within the bargaining unit, his/her seniority date for purposes of job filling shall date from the date of transfer, but his/her date of hire with the Commission shall be used in computing wage and fringe benefits where applicable.

(c) The Employer agrees, that in any movement of work not covered under (a) and/or (b) above, he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 15 - PROMOTIONS

Section 1.

(a) Definitions:

"Original Job Opening". A job that is opened because it is a new job, or because of an expansion in the number of persons in the classification, or because the Commission wants to fill the vacancy due to the death or retirement of the person who had been filling the position. An "original job opening" is the only kind of job opening that will be actually posted.

(b) "Subsequent Job Opening". A job that is opened

because the person who was filling it vacated it to fill an "original job opening", or a "subsequent job opening". "Subsequent job openings" are not posted.

Section 2. A loose leaf notebook with blank lined pages called the "Job Bid Book" will be maintained at the Commission's main office. Each page will be headed by the name of one of the bargaining unit jobs as such are listed under Article 30 of this agreement.

(a) "Job Interest Form": Forms, called "Job Interest Forms", containing the names of each of the job classifications listed under Article 30 of this agreement will be available at each garage. If an employee feels that he/she is qualified to perform the job and would accept a promotion to that job if awarded the job through the bidding procedure, he/she may sign his/her name to the "Job Interest Form" for that job. His/her foreman will sign the form as a witness. The foreman will take the signed form to the main office where the name of the employee will be ENTERED in the "Job Bid Book" under the affected job classification. The employee may sign a "Job Interest Form" at any time.

(b) "Withdrawal of Interest": The "Job Interest Form" will also contain a section for withdrawing the employee's name from consideration by the Commission for promotions to the job. An employee who had previously

signed a "Job Interest Form" for the job, may sign his/her name under the withdrawal section. This means that the employee is withdrawing his/her name from consideration for promotion to the job. His/her foreman will sign the form as a witness. The foreman will take the signed form to the main office where the name of the employee will be DELETED from the "Job Bid Book" under the affected job classification. The employee may sign a "Withdrawal of Interest " at any time.

Section 3. Only "Original Job Openings" will be posted for a period of seven (7) calendar days in a conspicuous place in each garage. At the end of the seven (7) calendar day period, the posting will be removed. The employee whose name under that job in the "Job Bid Book" that is qualified and has the most seniority shall be placed in the job on a trial basis, subject to the conditions of the trial period as described under Section 4 and its sub-parts (a) through (c) below. All "subsequent job vacancies" resulting from the filling of the "original job opening", will be filled on a trial basis by the most senior qualified persons whose names appear under each of the affected subsequent jobs in the "Job Bid Book".

(a) The Employer will forward a copy by mail of the "original job opening" posting to each employee who will be on leave during the entire posting period but who is expected to return from the leave not later than thirty (30)

days from the last day of the posting. The notice will give the cutoff date by which the employee must notify the Commission of his/her desire to either leave in or have deleted his/her name in the ***Job Bid Book*** under any job where he/she has entered it. The cutoff date will be the date of the last day of the posting period for the original job opening. Notification must be given to the Commission in writing. Employees who are on leave and who are not expected to return to work before thirty (30) days from the last day of the posting for the "original job" will not be sent the notice, nor will they be considered eligible to be awarded the bid for either the original job opening or for any subsequent job openings.

(b) In the event that any senior bidder whose name is in the "Job Bid Book" is denied the promotion to either the original job or any subsequent job, the reason for the denial shall be given to the employee in writing. Any dispute arising out of this provision shall be subject to the grievance procedure beginning with Step 2 of that procedure.

(c) If there are no seniority employees who are qualified by reason of past experience, knowledge and ability to fill a Mechanic's position at the time of a job opening within the Mechanic's classification, the Employer shall have the right to fill such opening by hiring new employee(s) to fill the position.

Section 4. Trial Period: An employee shall be given a trial period on the new job of four (4) weeks. The purpose of the trial period shall be to determine the employee's desire to remain on the job, and his/her ability to perform the job.

(a) If the employee is unsatisfactory in the new position, the Employer shall give the reasons to the employee in writing with a copy to the Union. Any dispute arising out of this provision shall be subject to the grievance procedure beginning with Step 2 of that procedure.

(b) If the employee successfully completes the four (4) week trial period, he/she will be awarded the job.

(c) Upon successful completion of the trial period, the employee shall receive the rate for the job pursuant to the provisions of Article 30 of this labor agreement.

Section 5. Whether the new job is an "original" or "subsequent" job, if an employee is unsatisfactory in the new job, or if he/she wants to give up the new job at any time during or at the end of the trial period, the employee will be returned to his/her former job. The next most senior qualified person, if any, whose name is in the Job Bid Book under that job will be placed in the job on a trial basis. This process will continue until the job is satisfactorily filled.

When an employee is returned to his/her former job, other affected employees who had filled new jobs as a result of that employee's having changed jobs in the first place may have to be returned to their former positions. This will be accomplished with the least amount of disruption to the workforce as possible.

Section 6. The Commission will continue to attempt to place employees in the District closest to their residences, but this shall not be considered as a mandatory or obligatory policy of the Commission.

ARTICLE 16 - VETERANS

(a) Reinstatement of Seniority Employees. Any employee who enters active service in the armed forces of the United States, upon termination of such services, shall be offered reemployment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing, at the current rate of pay for such work; provided he/she reports for work within ninety (90) days after the date of such discharge, or ninety ***(90)*** days after hospitalization continuing after discharge for not more than two (2) years.

A probationary employee who enters the armed forces and meets the requirements provided above must complete his/her probationary period, and upon completion, he/she will have seniority equal to the time he/she spent in the armed forces plus ninety (90) days of service.

(b) Armed Forces Reserve and/or National Guard. Employees who are members of the Armed Forces Reserve or the National Guard will be paid the difference between their pay with the Reserve or Guard and their regular pay with the Employer when they are on full-time active duty with such Reserve or Guard, provided proof of such service and pay for such is submitted. A maximum of two (2) weeks per year is the normal limit.

ARTICLE 17 - PERSONAL LEAVE OF ABSENCE

Any employee desiring a personal leave of absence from his/her employment with the Employer shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for sixty (60) days, but may be extended for like cause by mutual agreement between the Employer and the Union. During the period of absence, the employee shall not engage in gainful employment in the same industry or perform work for any

other employer within the classifications of work as provided under this Agreement. Failure to comply with this provision shall result in complete loss of seniority rights for the employee involved. During the period of absence, the employee shall not be entitled to any wages or fringe benefits not yet earned or accrued provided under this Labor Agreement, except that he/she shall continue to accrue seniority during the first sixty (60) days of approved absence. The employee shall make satisfactory arrangements with the Employer to continue insurance coverages prior to the day of leave departure.

ARTICLE 18 - UNION LEAVE

Section 1. Union Business. Once, during each ten (10) years of employment with the Commission, an employee elected to a Local Union position, or selected by the Union to do work which takes him/her from his/her employment with the Commission shall, at the written request of the Union, receive a temporary leave of absence for a period not to exceed two (2) years, or for the term of office if such is involved, whichever is the shortest amount of time, and upon his/her return to work with the Employer after such leave, shall be re-employed with accumulated seniority. During such leaves of absence, said employee shall not be entitled to any wages or fringe benefits not yet earned or accrued as provided under this Agreement, except that his/her seniority will accrue during the period of the approved absence.

Section 2. Convention Leave. An elected delegate to the regular biannual convention of the Council or the International shall be allowed no more than five (5) paid days in the case of International conventions or one (1) day in the event of a Council convention.

ARTICLE 19 - SICK LEAVE

Section 1. Policy.

(a) Any accumulated sick leave which an employee had standing to his/her credit as of January 1, 1957, shall be honored. Accumulation shall have been built since said date.

(b) Paid sick leave as provided hereinafter shall only be granted for time lost from work as a result of the following:

(1) On-the-job injury until payment of benefits under Workers Compensation Insurance commences to the employee.

(2) Off-the-job injury or sickness.

(3) To keep doctors' and/or dentists' appointments during working hours; however, such time

must be taken in minimum multiples of two (2) hours per appointment, and advance notice of one (1) week shall be given to the District Foreman in the event of such appointments except in the cases of emergency.

(4) An employee with accumulated sick leave credits who leaves work during his/her regular work day because of illness shall receive pay for the balance of the regular work day, such pay to be deducted from his/her accumulated sick leave credits.

Section 2. Probationary Employees. Probationary employees may accumulate sick leave days during their probationary periods, but shall be paid only for days of work lost for reasons described in Section 1 of this Article that occur after completion of the probationary period.

Section 3. Computation. Regular seniority employees shall accumulate sick leave days at the rate of eight (8) hours per month that an employee works a minimum of ***140*** hours and such employee shall be allowed to accumulate paid sick leave hours up to 1200 hours.

(a) The rate of pay for sick leave hours shall be the employee's rate received at the time of the sick leave.

(b) Paid vacation leave and paid holiday shall be computed as time worked for purposes of accumulation of sick leave pay under this Article.

(c) Days taken as paid sick leave days shall be computed as time worked for purposes of accumulation of sick leave pay under this Article.

(d) A sick leave day or hours taken by an employee shall be credited as time worked in the work week in which such were taken for the purposes of overtime in such work week, provided the employee shall call-in and report sick prior to his/her regular starting time on the day of such absence.

(e) A sick day shall be credited as a day worked for holiday pay purposes if taken on the regular scheduled work day prior to a holiday, or taken on the regular work day after the holiday, provided the employee furnishes the Employer with a doctor's statement showing that he/she was off work due to sickness.

Section 4. Method of Payment. Seniority employees who have the necessary accumulated sick leave hours shall receive eight (8) times their regular hourly rate of pay for each day of absence during the first (1st) five (5) days of absence from scheduled work, and shall receive four (4)

times their regular hourly rate of pay for each day of absence from regularly scheduled work thereafter. Such payment shall continue during the period of absence for reasons described under Section 1 sub-parts (b), (1) , (2) or (3) above in this Article until such time as all hours of accumulated sick pay to the employee's credit have been paid.

Section 5. Limitations and Conditions Not Included Elsewhere.

(a) No employee shall be entitled to receive through any combination of sick leave insurance, paid sick leave hours, or other insurance to which the Employer makes a contribution, benefits or compensation in excess of his/her average weekly wage which shall be computed as forty (40) times his/her regular hourly rate of pay earned at the time of such absence.

(b) The Employer may require that employees submit to physical and medical tests and examinations by an Employer appointed doctor when such are necessary to maintain employee health and safety. The Employer shall pay the cost of such tests and examinations.

(c) The Employer may require that employees provide specific and detailed medical data from the

employee's doctor for any illness or injury which has resulted in lost time from work for five (5) consecutive days or more, and for which the employee has sought a doctor's aid or counsel; provided that the information requested is not made available to the Employer by the employee's doctor.

(d) ***Eighty-five percent (85%)*** of an employee's accumulated sick leave hours will be paid to the employee upon retirement, permanent disability ***or when leaving employment***. Upon the death of an employee, such percentage of sick leave hours accumulated shall be paid to the employee's primary beneficiary or beneficiaries as designated on the life insurance policy provided under this Agreement.

Section 6. Accumulated Hours in Excess of 1200. When an employee has once accumulated 1200 hours, he/she shall be allowed to accumulate a reserve bank of 96 hours; however the employee will be allowed to use any or all of such 96 hours for the purposes described in Section 1 (b), (1), (2) and (3) of this Article and any of such hours remaining of said 96 at the end of the calendar year shall be paid to the employee in the form of a lump sum.

Section 7. All officers and Stewards of Local #1096 shall be trustees of the Sick Leave Policy and shall make

investigations with supervision to determine if employee claims for sick leave are justified.

Section 8. Any problems involved with the Sick Leave Program shall be resolved by a meeting of the Committee with the ***Engineer-Manager***, or if necessary, with the Road Commissioners.

ARTICLE 20 - FUNERAL LEAVE

Section 1. At his/her option, an employee may take up to three (3) scheduled work days off with pay in the event of the death of his/her spouse, child, brother, sister, parents, or parents-in-law. To receive pay for the days taken off, they must be taken off during the period of time that begins with the day of death and ends with the end of the shift on the third (3rd) regular work day that falls after the day of the funeral.

Section 2. At his/her option, an employee may take one (1) scheduled work day off with pay in the event of the death of the employee's brother-in-law, sister-in-law, or grandparents. To receive pay for the day taken off, it must be taken off during the period of time that begins with the day of death and ends with the end of the shift on the first (1st) regular work day that falls after the day of the funeral.

Section 3. If the employee is on a paid vacation leave during the periods of time described and provided above under Sections 1 or 2 of this Article, he/she will be paid for the applicable day or days, and the day or days will not be charged against his/her vacation credits.

Section 4. If the employee is on a personal leave, disability leave, military leave, or layoff during the period of time provided under either Sections 1 or 2 above, he/she shall not be entitled to receive funeral leave and pay.

Section 5. For each full day that the employee is entitled to pay under the provisions of this Article, the employee shall be paid eight (8) hours straight time pay.

Section 6. In extenuating circumstances arising out of the death of an employee's spouse or child residing in the household with the employee, an employee, with the consent of supervision, will be allowed to take additional days for funeral leave purposes with pay, however, such shall be deducted from accumulated sick leave hours that the employee has to his/her credit; provided, however in the event an employee has not accumulated sick leave credits, additional time off for extenuating circumstances shall be without pay.

ARTICLE 21 - WORKING HOURS

Section 1. Work Week.

(a) The regular normal work week for all regular field employees shall be forty (40) hours of actual work, excluding all meal periods, performed in any five (5) eight (8) hour days beginning Monday through Friday. This Section shall not be construed as a guaranteed work week.

(b) The regular work day shall begin at 7:30 a.m. and will end at 4:00 p.m. There will be a thirty (30) minute unpaid lunch period during each regular work day.

(c) If, during the term of this Agreement, either party hereto wishes to discuss and attempt to negotiate if possible the concept of a four (4) ten (10) hour per day work week during the summer months, the parties agree to meet for such purpose.

Section 2. Shifts. The 1st shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The 2nd shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. The 3rd shift is any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m.

A shift shall be considered a regular shift if it is of a duration of at least seven (7) calendar days.

Section 3. Shift Premium. Excluding Watchmen, employees who are scheduled to work during the 2nd shift shall receive a shift premium of ten cents ($.10) per hour, and employees who are scheduled to work during the 3rd shift shall receive a shift premium of fifteen cents ($.15) per hour.

Section 4. All employees shall be at their regularly assigned garage and ready and prepared to start work at their scheduled starting time.

Section 5. Rest Period/Lunch Period/Wash-up Time.

(a) Rest periods are paid and shall consist of fifteen (15) minutes each and shall be allowed in accordance with the following:

(1) Rest periods may be taken by the employees after each two (2) hours of work and prior to the completion of the next full hour of work, except that a rest period will not be assigned when a lunch period is due. The last fifteen (15) minute rest period of the day will only be scheduled where in the Foreman's judgment at least one (1) hour of work would be performed after the rest period.

(b) Lunch periods are unpaid and shall consist of thirty (30) minutes each as assigned by the Foreman in accordance with the following:

(1) Lunch periods shall be allowed after four (4) hours of work including rest periods, except that a lunch period need not be allowed by the Foreman where in the Foreman's judgment less than two (2) hours of work would be performed after the lunch period.

(c) Rest periods for ***2nd*** and/or ***3rd*** shift employees shall be during the hours as established by mutual agreement between the Employer and the Union.

(d) Employees shall be allowed the last ten (10) minutes of the shift prior to quitting work for the day as wash-up time.

ARTICLE 22 - MINIMUM PAY

Section 1. Call-in Pay. Where an employee is called-in to work at a time other than the time he/she was previously scheduled to report, that employee shall receive a minimum of four (4) hours' pay for such call-in to work. Under such call-in, an employee will be allowed a reasonable amount of time to report to work following the call-in. Where the employee does not report to work within a reasonable amount of time after call-in, but does report, he/she shall only be entitled to pay for the actual time worked during the call-in. "Reasonable amount of time" shall include a consideration of the distance that must be traveled by the employee to get to work.

Section 2. Inclement Weather or Lack of Work. If an employee shall report as scheduled for his/her regular shift and is sent home for lack of work or due to weather conditions, he/she shall receive a minimum of three (3) hours' work or three (3) hours' pay at his/her regular rate.

Section 3. Holiday Call-in. Employees who are called to work on any of the holidays provided as paid holidays in this Agreement shall be guaranteed at least five (5) hours' work or five (5) hours' pay.

ARTICLE 23 - OVERTIME

Section 1. Overtime Rates. Time and one-half shall be paid for all hours worked over eight (8) hours per day, or forty (40) hours in any one week. For purposes of computing overtime pay, holidays designated as paid in this Agreement, vacation days, and paid sick leave days shall be considered as days worked.

Overtime pay and premium pay as provided under this Agreement shall not be pyramided.

Section 2. Equalization.

(a) The Commission will make a reasonable attempt to equalize overtime as far as practicable within a District

between Light Trucks, Tandem Trucks, Tractor Trailer, Grader, Alternate Operator and Crane Operator over each calendar year commencing with the effective date of this agreement. It is understood and agreed that overtime work offered to an employee and verbally turned down by the employee shall be charged as overtime worked to that employee for the purposes of equalization of overtime work.

Except when an employee is at work and leaves work to keep a doctor's and/or a dentist's appointment on that day, or when an employee reports late to work on a day because he/she kept a doctor's and/or a dentist's appointment before reporting for work on that day, when an employee is off work for any reason excluding the foregoing, but including vacations, sick leave, funeral leave, personal leave, layoff, etc., such employee shall not be entitled to, or eligible for, overtime work until he/she reports back to work at the start of the regular shift first following such absence. An employee who misses the entire work day to keep a doctor's and/or a dentist's appointment is not eligible for, or entitled to, overtime work until he/she reports for work at the start of the regular shift first following such absence.

An up-to-date list showing overtime hours will be posted and kept up to date monthly, and shall be displayed at a prominent place within each District.

(1) It is understood that within the classification of Mechanics there are the following jobs in addition to regular classified Mechanics: a) Welder/Fabricator, b) Tire Man/Mechanic, c) Lubrication Man.

(2) Further, it is understood that employees in any job classification other than summer help may operate the fuel delivery equipment and there will be no change in their regular hourly rate of pay.

(3) Overtime work requiring qualified Mechanics shall not be granted to employees in the classifications of Welder/Fabricator and/or Tire Man/Mechanic for purposes of equalizing the distribution of overtime work among Mechanics. Overtime work that occurs within the Welder/Fabricator or Tire Man/Mechanic jobs will normally be assigned to persons in those classifications; however, when a Mechanic is already working overtime hours at the time that the need to change tires should arise, the Mechanic may be assigned to do such work without violating this provision; and when a Tire Man/Mechanic is already working overtime hours during a time when mechanical work must be performed and there is no Mechanic on duty, the Tire Man/Mechanic may be assigned the mechanical work without violating this provision. Furthermore, during regular working hours, a

Mechanic may be assigned to change tires, and a Tire Man/Mechanic may be assigned mechanical work without violating this labor agreement.

(b) Whenever overtime is required, the person with the least number of overtime hours in that classification, within his/her District, will be called first, and so on down the list, in an attempt to equalize the overtime work hours.

(c) Overtime hours will be computed from January through December of each year. Excess overtime hours will be carried over each year, and is subject to review at the end of each period.

(d) Average overtime hours shall be computed by dividing the number of regular days of work actually worked by an employee into the hours of overtime by and/or charged to such employee.

(e) Should the above method of equalizing overtime work prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and to work out a solution.

Section 3. Compensatory Time Disallowed. The Commission shall not allow compensatory time off in lieu of overtime worked.

ARTICLE 24 - JOB CLASSIFICATION PLAN

Section 1. "Job Classification Plan" means the classes of jobs named and/or described by the ***Engineer-Manager*** and approved by the Board of County Road Commissioners. The term "job" means a group of current duties and responsibilities assigned or delegated by competent authority requiring the full time or part time employment of one person. Where necessitated by the organization of work, one individual may hold more than one (1) job allocated to more than one class.

Section 2. Allocation of Proposed New Jobs. The ***Engineer-Manager*** may, with the approval of the Commission, at any time instigate a new job in the Job Classification Plan by outlining the duties and responsibilities of the proposed new job to the Commission in such manner and form as the Commission may prescribe.

Section 3. Appeals from Allocations. If an employee has facts which indicate to him/her that his/her job is improperly allocated, he/she may request the Grievance Committee of Local #1096 together with the ***Engineer-Manager*** to reconsider the allocation, and if dissatisfied with their determination, he/she may appeal to the Commission for further determination.

ARTICLE 25 - HOLIDAYS

Section 1. Regular seniority employees who have completed their probationary period shall be paid eight (8) hours holiday pay computed at eight (8) times their straight time hourly rate of pay for each of the following holidays:

New Year's Day	Additional Day in conjunction with 4th of July
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
4th of July	Employee's Birthday falling on or after January 1, 1974
Labor Day	

An employee shall not be required to work, but he/she shall receive eight (8) hours straight time pay as holiday pay for his/her birthday. To be eligible for such pay, the employee shall notify his/her supervisor one (1) week in advance of his/her birthday. Should the employee wish to celebrate a day other than his/her birthday for the purposes of this Section, the employee and his/her Foreman will mutually agree upon such day to be celebrated in lieu of the employee's birthday.

Section 2. Regular seniority employees must have been regularly scheduled to work and must have worked the last scheduled work day preceding the holiday and must have been regularly scheduled to work and must have worked the

first scheduled work day following the holiday to receive holiday pay unless they have been specifically excused by supervision from working either or both of such days. Employees on leaves of absence from work, except for vacation time off and for periods of leave during which an employee is receiving sick leave pay for sick leave credits as provided under Article 19 of this Agreement, are not eligible for receipt of holiday pay under this Agreement.

Section 3. Work performed on any of the above listed holidays, or on the day designated in lieu thereof, but not both, shall be paid at double time.

Section 4. When a designated holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a designated holiday falls on a Sunday, it shall be celebrated on the following Monday.

Section 5. Holidays falling within the period of annual vacation or sick leave shall not be counted as work days in computing such leave.

ARTICLE 26 - VACATIONS

Section 1. Eligibility.

(a) Employees shall become eligible for paid vacation leave after completion of one (1) continuous year of service.

(b) After completion of one (1) year of service, an employee shall be eligible for ***ten (10)*** days of vacation with pay.

(c) Each day of vacation leave for which vacation pay is due shall be computed at eight (8) times the employee's regular straight time hourly rate of pay in effect at the time of the vacation.

(d) Vacation pay shall be determined on January 1st for each succeeding year.

(e) Employees hired prior to January 1, 1972 shall continue to receive vacation pay in accordance with past Commission practice, and vacation credit shall continue to be computed on each January 1st.

Employees hired on or after January 1, 1972 shall have their vacation credits computed as of their first anniversary date of hire and each succeeding annual anniversary date of hire thereafter. Such employees shall be allowed to take their vacation leave during the calendar year, succeeding their anniversary date of hire, between anniversary dates of hire. If such employee does not take his/her earned vacation leave during the year between anniversary dates he/she shall forfeit such vacation and pay therefor.

An employee may carry five (5) days vacation into the following year to be used in that year without Board approval.

After completion of one (1) continuous year of service, regular employees who have worked a minimum of 1040 hours during the calendar year preceding January 1 of any year shall receive paid vacation time off in accordance with the following schedule which shall be in effect as of ***February 1, 1998***:

1 year	= *10* days off	9 years	= *18* days off
2 years	= *11* days off	10 years	= *19* days off
3 years	= *12* days off	11 years	= *20* days off
4 years	= *13* days off	12 years	= *21* days off
5 years	= *14* days off	13 years	= *22* days off
6 years	= *15* days off	14 years	= *23* days off
7 years	= *16* days off	*15* years and over	= *25* days off
8 years	= *17* days off		

Section 2. Scheduling.

(a) Time off for vacation leave purposes shall be scheduled in accordance with seniority by written notice between the employee and his/her Foreman given by the employee not less than one (1) week prior to such leave. The

Commission shall have the right to limit the total number of employees off on vacation leave at any time to ***twenty-five percent (25%)*** of the total bargaining unit. The approval for such vacation leave shall be given to the employee through the Foreman's signing and dating the written notice and the employee's signing below the Foreman's signature. A copy shall be kept by the Foreman and a copy shall be kept by the employee.

(b) Vacation requests for the period from November 10 through the Monday after Thanksgiving must be in by November 1 and a response will be given back to the employees within 5 working days after November 1.

(*c*) Vacation leave may be taken by the employee in increments of hours, or days, or weeks.

(*d*) An employee may request advance payment for vacation pay by giving a 30 day written notice. The employee shall not receive the last five (5) days of vacation pay until the regular pay day following completion of his/her vacation.

(*e*) It is recognized that there are instances where a life or property threatening event would create an emergency leave situation. When an employee needs to be

absent from work as the result of an emergency and wants to receive vacation pay, he/she must notify his/her Foreman not less than one half (1/2) hour before the beginning of his/her shift, and the Foreman shall either approve or disapprove the request at that time. The Foreman will then complete the daily time card as usual and submit it to the payroll department. Upon returning to work, the employee is to complete the "Emergency Leave" card by indicating the reason for the absence and signing same. The Foreman will sign and submit it to the payroll department.

It is recognized that more than two (2) "emergency leaves" in one (1) calendar year is unlikely and may be construed as being abusive. However, each "emergency leave" situation will be given due consideration.

ARTICLE 27 - INSURANCE

Section 1. Eligibility. Employees must have completed their probationary periods and be on the seniority list to qualify for insurance coverages provided in this Article.

Section 2. Hospital-Medical-Surgical Insurance.

(a) The Employer will provide health care insurance through a carrier and/or carriers mutually agreed to between the Employer and the Union for regular seniority employees

and their eligible dependents with coverage comparable to the Michigan Blue Cross/Blue Shield Health Insurance Plan MVF-1, Master Medical Option *II* - excluding drugs - ($100/$200 deductible - 90/10 Co-pay), ML Rider, PRE-100 (Pre-Determination) Rider, Mandatory 2nd Surgical Opinion, $3.00 prescription drug co-pay. The health care insurance shall also include Dental coverage identified by Blue Cross/Blue Shield as ***CR-RC-10-10, MBL 1000, OS-50-1000 including orthodontics***, and Vision insurance Coverage. The Employer will pay the cost for insuring an eligible employee's eligible dependents who are bona fide students ages 19-25 years in accordance with the carrier's rules under the Family Continuation provision of the carrier's plan in effect at the time.

(1) Upon retirement from employment with the Employer, the Employer shall pay the cost for providing such Blue Cross/Blue Shield coverage for the employee.

(2) The Employer shall pay the cost of the premiums for providing such Blue Cross/Blue Shield coverage upon the spouse of an employee who retires on and after January 1, 1974 up to and including December 31, 1984, when the spouse of such retiree attains the age of 62 years.

(3) The Employer shall pay the full cost for providing such Blue Cross/Blue Shield coverage on any

employee who retires or who becomes permanently disabled on or after January 1, 1985, and shall pay one-half (1/2) the cost for providing such Blue Cross/Blue Shield coverage for such employee's then current spouse and then current eligible dependents as the words "then current spouse" and "then current eligible dependents" are hereinafter defined. Upon the then current spouse's attaining the age of 62 years, the Employer shall pay the full cost for providing such spouse with the Blue Cross/Blue Shield coverage and shall continue paying one-half (1/2) the cost for providing such coverage for such retiree's current eligible dependents.

"Current spouse" and/or "current eligible dependents" as used in this sub-Section (3) shall mean the employee's spouse, if any, and/or the employee's eligible legal dependents at the time of the employee's retirement and/or permanent disability as the terms "retirement" and/or "permanent disability" are defined in sub-part 6 of this Section.

(4) The Employer shall pay the full cost for providing the Basic Blue Cross/Blue Shield health coverage (excluding Dental and Vision coverage) or comparable coverage with other Carriers on the current spouse of an employee who retires after January 31, 1989 regardless of the age of said current spouse at the time of such employee's retirement. "Current spouse" as used in the section, shall mean the same as defined in subsection (3)(a) above of this Section.

(5) The Employer shall pay the next six (6) premiums for such Blue Cross/Blue Shield coverage following the date of layoff of an employee.

(6) "Retirement" and/or "permanent disability" as used in this Section of this Article or as used in this Labor Agreement shall mean an employee who ceases employment with the Employer and who, at the time of retirement from employment with the Employer, is eligible to receive and actually begins to draw a retirement benefit from the Bay County Retirement System as a result of his/her service with the Employer; or, in the case of permanent disability, an employee who ceases employment with the Employer because of a permanent disability and who, at the time of such cessation of employment for such reasons, is eligible to receive and actually begins to draw a disability benefit from the Bay County Retirement System as a result of his/her service with the Employer. The receipt of either a retirement pension benefit or a disability benefit must, in any case, be commensurate with and coincide with the time of the cessation of actual employment with the Employer in order for an employee to be deemed as on retirement and/or permanent disability under this Section, this Article and this Labor Agreement.

Section 3. Life Insurance.

(a) The Employer shall pay the full premium cost for providing a Group Term Life Insurance policy including Accidental Death & Dismemberment (AD & D) coverage on each regular seniority employee. ***Said policy and coverage each shall be in the amount of 1 times the employee's yearly wages without overtime.***

(b) The Employer shall provide and/or pay a death benefit of ***$5,000*** to the designated beneficiaries of employees who retire after the date of ratification of this proposal in ***1998*** at the time of such future retiree's death.

Section 4. Weekly Sick Benefit Insurance. The Employer shall pay the full cost for providing Sick & Accident type insurance coverage that will pay a benefit of ***60% of weekly wage*** to a regular seniority employee who loses time from work due to a non-Workers Compensation connected sickness or accidental injury. The benefit is payable for up to 26 weeks for the same illness or same accident, and the coverage begins with the 1st day lost from work because of accidental injury, and on the 8th day lost from work because of sickness. The ***60% of weekly wage*** benefit will be payable for accidental injuries or sicknesses that begin after the ratification date of the new labor agreement.

Section 5. Continuation of Premiums.

(a) For regular seniority employees who are absent from work due to an on-the-job injury, the Employer shall continue to pay the premiums on the insurance coverages provided in this Article during the term of such absence.

(b) For regular seniority employees who are absent from work due to off-the-job injury or illness, the Employer shall continue to pay the premiums for the insurance coverages provided in this Article for six (6) months.

Section 6. Long Term Disability Insurance. The Employer shall pay the total premium for long term disability insurance. This insurance commences after 26 weeks of continuous disability. It will continue until normal retirement age or death. The long term disability insurance will provide 35% of the employees monthly salary to age 65. Sick pay and/or vacation pay may be used to supplement LTD payments, however, no employee shall be entitled to receive through any combination of sick pay, vacation pay, or other insurance to which the Commission makes a contribution, benefits or compensation in excess of their normal weekly salary earned at the time of such absence.

ARTICLE 28 - PENSION

The Employer shall continue participation on behalf of its bargaining unit employees under the Bay County Employees' Retirement System, and provide the benefit level that the Employer had recognized as of January 31, *1998. Effective February 1, 2001, the retirement benefit level shall be increased by increasing the retirement multiplier by one-quarter percent (¼%), with the Employer paying 100% of the increase for employees retiring on or after February 1, 2001.*. It is understood and agreed that any changes in the plan enacted by the Trustees of that plan that do not apply to bargaining unit employees employed by the Employer party to this contract shall have no effect whatsoever upon the Employer, regardless of the nature of such changes, unless the Employer agrees to such changes, in writing.

Any changes in benefit levels that are put into effect for non-bargaining unit employees of the Employer shall be extended to bargaining unit employees automatically.

ARTICLE 29 - GENERAL

Section 1. Employees shall have the use of bulletin boards in all garages for posting Union activity notices.

Section 2. An employee who serves on jury duty will be

paid the difference between his/her jury duty pay and his/her regular pay including cost of living allowance.

Section 3. A Safety Committee of employees and the Employer's representatives shall be established. This Committee will include the Steward of each District and shall meet at least once each quarter during regular working hours for the purpose of making recommendations to the Employer. It is further agreed that, during the spring and the fall because of the change to and from daylight savings time, the Safety Committee will review the light conditions and, if deemed to be unsafe for all practical purposes, shall recommend a temporary change of shift hours.

Section 4. In the event of any dispute as to the conditions of this contract, such shall be subject to the grievance procedure.

Section 5. No supervisor will displace a bargaining unit employee within a job classification covered by this Labor Agreement except in emergency situations.

Section 6. The Employer retains the right to subcontract work; however, the Employer shall not layoff bargaining unit employees in order to subcontract work, nor shall he layoff bargaining unit employees from work as the result of such subcontracting.

Section 7. An employee who reports to his/her previously assigned job and/or location and is then required to change his/her location by using his/her own transportation shall be paid fifteen cents ($.15) per mile for each mile between such locations.

Section 8. All employees are subject to call for emergency work seven (7) days per week and twenty-four (24) hours per day; however, unless and until the employee is actually called out to report for emergency work and actually reports for emergency work, the employee will under no circumstances be considered as having been scheduled for work or as actually performing work as previously scheduled.

Section 9. The Employer agrees to provide unemployment insurance compensation for all employees covered by this agreement through the services of the Michigan Employment Security Commission.

Section 10. Mechanics shall receive two (2) uniforms and two (2) coveralls per week. Uniforms are pants and shirts.

Section 11. The Employer shall furnish the following safety equipment: (a) Safety glasses: Furnish one (1) pair. Prescription lenses, pay amount towards them equal to cost of regular safety glasses. If safety glasses broken on the job, the Employer will replace. If prescription lenses broken

on job, Employer will pay allowance towards as above.

Section 12. Any employee performing the dispatcher's job will receive the Laborer's rate under this Agreement.

Section 13. Any employee in a job classification requiring that he/she possess a valid State of Michigan Driver's License who has the use of that license revoked may be laid-off from work by the Employer during the term of the revocation, or he/she may be reduced by the Employer to the job classification of Laborer during the term of the revocation.

Section 14. The Commission and the Union and bargaining unit employees will comply with the conditions set forth in the Freedom of Information Act.

Section 15. When an employee does not expect to be able to report to work as scheduled at his/her directed reporting time, he/she shall be obligated to report the expected absence or tardiness to his/her Foreman at least one half (1/2) hour prior to his/her scheduled or directed starting time if possible.

Section 16. The Employer will pay for the biennial physicals required for CDL. Physicals will be at a facility of the Employer's choosing.

ARTICLE 30
WAGE CLASSIFICATIONS AND HOURLY RATES OF PAY

Section 1. Job Classifications and Base Hourly Rates of Pay Effective February 1, ***1998*** for ***all*** employees, subject to sub-paragraphs (a) through (e) of Section *3* below of this Article.

JOB CLASSIFICATIONS	Base Hourly Rate Effective *2/1/98*
Mechanic	*$17.69*
Survey	*$17.69*
Crew Leader	*$17.66*
Alternate Operator	*$17.63*
Crane Operator	*$17.62*
Grader Operator	*$17.35*
Heavy Truck Driver	*$17.20*
Light Truck & Equipment	*$17.03*
Laborer	*$15.79*

Section 2. WAGE ADJUSTMENTS: Effective on and after February 1, 1994, separate COLA checks will no longer be issued. The COLA amount through January 1994 have been folded into the above published rates and have become a part of the base hourly rate of pay for each job classification. In the future, beginning with any COLA

allowance due after February 1, 1994, each quarterly COLA amount will be folded automatically into and become a part of the base hourly rates. The Commission will publish the base hourly rates of pay each quarter.

(a) Effective February 1, 1998, the base hourly rates of pay in effect as of January 31, 1998 will be increased by two percent (2%) across the board.

(b) Effective February 1, 1999, the base hourly rates of pay in effect as of January 31, 1999 will be increased by two percent (2%) across the board.

(c) Effective February 1, 2000, the base hourly rates of pay in effect as of January 31, 2000 will be increased by two percent (2%) across the board.

(d) Effective February 1, 2001, the base hourly rates of pay in effect as of January 31, 2001 will be increased by two percent (2%) across the board.

Section *3.* New Employees' Hired on and after February 1, 1994 Wage Progression.

(a) For the purposes of calculating the rates to be paid to these new employees under sub-parts (b), (c), (d) and (e) below, the "regular rate" for the job shall be the rate

in effect for the job pursuant to Section 1 and Section 2, (a), (b), (c) and (d) above of this Article.

(b) Any employee hired on or after February 1, 1994, shall receive an hourly rate of pay equal to seventy percent (70%) of the regular rate for the job that he/she is regularly assigned to perform during that period of time consisting of his/her first twelve (12) months of active employment.

(c) During that period of time consisting of such employee's second twelve (12) months of active employment, he/she shall receive an hourly rate of pay equal to eighty percent (80%) of the regular rate for the job that he/she is regularly assigned to perform.

(d) During that period of time consisting of such employee's third twelve (12) months of active employment, he/she shall receive an hourly rate of pay equal to ninety percent (90%) of the regular rate for the job that he/she is regularly assigned to perform.

(e) Beginning with the thirty-seventh (37th) month of active employment, such employee shall receive the regular rate for the job he/she is regularly assigned to perform.

Section *4*. Mechanic's Tool Allowance: Effective with the month of December 1985 and payable in December of each year thereafter, classified Mechanics shall receive an annual tool allowance of $175.00 after completion of one (1) year of service. Welder/Fabricators are excluded.

ARTICLE 31 - COST OF LIVING ALLOWANCE

Section 1. To stabilize wages of its employees, it is agreed a cost of living index figure of 427.7 (January 1994 CPI) hall be established as the Base "0" index and a Cost of Living Allowance (COLA) shall be added to the base hourly rates of pay in accordance with the following:

(a) The United States Department of Labor, Bureau of Labor Statistic's Consumer Price Index for Urban Wage Earners and Clerical Workers - All Items, hereinafter called the "CPI", shall constitute the controlling index based upon upward or downward movement in the CPI from the Base "0" figure of 427.7. The CPI for each of the three (3) months comprising the contract quarter January, February, and March, ***1998***, and each three (3) months thereafter shall be averaged until the quarter ending ***December, 2001***. The Base "0" index of 427.7 shall be subtracted from each of the quarterly average CPI's to arrive at the index difference. For each two (2) full points of an increase in the index for the quarter in excess of the Base "0" index thus arrived at, a COLA adjustment of two cents (2¢) shall be added to the

base hourly rates of pay in effect at the time. The adjustment shall be effective with the pay period that begins after the COLA adjustment, if any, has been determined and calculated by the Commission.

(1) Beginning with the quarter consisting of the months of April, May and June 1994, and for each three (3) consecutive month quarterly period thereafter, the COLA adjustment, if any, shall be calculated in accordance with the provisions of sub-part (a) above and added to the hourly rates of pay then in effect in accordance with those provisions. In addition, if a COLA adjustment of at least two (2¢) is due, then that COLA adjustment also shall be paid retroactively for that quarter as an amount equal to the amount of such COLA adjustment times (X's) all hours paid by the Employer to the employee during said quarter - less all withholding and other authorized payroll deductions. The check shall be issued with the regular paycheck that is issued for the regular payroll period that began after the COLA adjustment, if any, had been determined and calculated by the Commission. As the COLA adjustment then will be added to the hourly rates of pay, no further retroactive payments for that adjustment will be made.

Section 2. When once a COLA adjustment has been added to and folded into the hourly rates of pay it shall become and remain a part of the hourly rates, and there shall be no reductions in the hourly rates of pay because of a subsequent decline in the CPI for any quarter or quarters.

Section 3. Should the Bureau of Labor Statistics change the manner of computing the CPI during the life of this Agreement, the parties will meet and agree upon a conversion factor which will fairly adjust the presently agreed upon Base Index to a comparable figure in line with the new method, and that such revised Base Index figure will replace 427.7 in computing further COLA adjustments.

ARTICLE 32
CLASSIFICATION OF EQUIPMENT BY JOB CLASSIFICATIONS

Alternate Operator	All Equipment.
Crane Operator	Backhoe, Mobile Crane, Excavator, Bulldozer, Tractor Trailer, Chip Spreader, Loader, Semi-truck, and all equipment listed below.
Crew Leader	All equipment listed below.
Grader Operator	Grader and all equipment listed below.
Heavy Truck	Tandem Truck, Vac-all, and all equipment listed below.
	See * below

Light Truck	Single Axle Truck, Jet Machine, Heavy Mower, Small Backhoe, Roller, Distributor, Striper, and all equipment listed below. See * below
Laborer	Automobile, Pickup, Light Mower, Fuel Delivery Trucks, Lift Truck, Flat Rack Trucks (10,500 GVWR or less), and all equipment listed below.
Summer Help	Pickup, Light Mower, automobile.
Wrecker	To be operated by qualified personnel.

Other categories of Jobs that may, but do not necessarily relate to the operation of equipment:

Survey, Rest Area Attendant, Mechanic, Welder/Fabricator, Tireman/Mechanic.

* Loads up to six (6) loads per day on his/her truck during regular working hour periods except when ***three*** (3) or more trucks are being used, or except when the loader leaves the yard.

ARTICLE 33
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. on ***December 31, 2001.***

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of the termination. If neither party shall give notice of termination of this Agreement as provided in this Section, or notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the then current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed

upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) **Notice of Termination or Modification.** Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to President, Local #1096; and if the Employer, addressed to Chairman, Board of County Road Commissioners, County of Bay, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 34 - SUCCESSOR CLAUSE

Section 1. This Agreement shall be binding upon the successors and assignees of the Parties hereto, and no provisions, terms or obligations herein contained shall be effected, modified, altered, or changed to the detriment of the other party in any respect whatsoever, be it consolidation, merger, sale, transfer, lease or assignment of either party hereto; or effected, modified altered or changed in any respect whatsoever by any change of any kind of ownership or management of either party hereto, or of any separable, independent agreement of either party hereto, except to the extent that the law provides to the contrary.

SIGNATURES

For:
Board of County Road Commissioners, County of Bay

/S/
Gerald M. Redmond
Chairman

/S/
Michael J. Studders
Vice-Chairman

/S/
Robert A. Lewandowski
Commissioner

For:
American Federation of State, County, and Municipal Employees Union, AFL-CIO, Council #25, AFSCME

/S/
Timothy E. Majeske
President

/S/
Donald Schultz
Vice President

/S/
Paul F. Lucke
Secretary-Treasurer

/S/
Randall Frederick
Bargaining Committee Member