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AGREEMENT

Between

ALGER COUNTY ROAD COMMISSION

and

ALGER COUNTY ROAD COMMISSION EMPLOYEES'
CHAPTER OF LOCAL #1446
Affiliated with
Michigan Council #25, AFSCME, AFL-CIO

Effective: July 1, 1996
Expiration: June 30, 1999
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Alger County Road Commission

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AGREEMENT

This Agreement has been entered into as of the 1st day of July, 1996 between Alger County Road Commission, (hereinafter referred to as the "EMPLOYER"), and Local #1446, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION"). (The headings used in this agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depends 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. Employees Covered.

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

All employees of the Alger County Road Commission excluding supervisors, executives, office clerical and salaried employees.

(b) (1) The term employee as used in the agreement means a regular full time employee which has completed his/her probationary period with the Alger County Road Commission.

(2) The term probationary employee as used in this agreement means an employee who has not yet completed ninety (90) calendar days of continuous employment with the Alger County Road Commission. The employee's "continuous employment" shall not be deemed broken when the employee is on an excused absence, but such period not actually worked shall not be included in determining whether the employee has completed ninety (90) days

employment. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement. Probationary employees are entitled to the rate per hour set forth in Appendix B of this Agreement and, if qualified, are also entitled to paid sick leave, paid holidays, personal days and cost of living as otherwise provided for employees herein. They are also entitled to hospital and medical coverage, and to life insurance as provided for other employees herein commencing at the end of their probationary period. They shall, except for fringe benefit entitlement, be deemed "employees" under the provisions of this Agreement, except as otherwise herein provided.

(3) The term "temporary employee" as used in this Agreement means an employee, who is hired for a limited period, which period in no event shall exceed six (6) consecutive months. If a "temporary employee" remains employed in excess of six (6) consecutive months, he shall be considered a "regular full time employee," and his six (6) months employment shall be credited as the first ninety (90) days of his probationary period.

(4) There will be no more than two (2) temporary employees in each garage.

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. RESPONSIBILITIES.

The Employer agrees that for the duration of this Agreement there shall be no lockouts. The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sitdowns, slowdowns, stoppages of work or any acts of any kind or form whatsoever, however peaceable, whether or primary or secondary, that would interfere with the operations of the Employer. Union members will not engage in Union activity while such employees are on the Employer's time except as specifically provided by this Agreement. The Council #25 Field representative may enter into discussions with an employee on the Employer's time provided it does not interfere with the employer's operations. It is further understood and agreed that bargaining unit personnel shall not be required to perform work which would normally be performed by striking employees of another Employer, except in emergency conditions which might otherwise result in bodily injury

or property damage, and that bargaining unit personnel shall not be required to cross legally established picket lines for such purpose.

ARTICLE 4. MANAGEMENT'S RIGHTS.

Except as limited by the provisions of this Agreement, the management of the Employer and the direction of the working forces, including but not limited to the right to establish reasonable policies, procedures and work rules, to direct, plan and control maintenance and construction operations, to hire, recall schedule, assign, transfer, promote, demote, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work, lack of funds, or for other legitimate reasons, to introduce new or improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and manage the properties in the traditional manner are vested exclusively in the Employer. Neither the Employer nor the Union discriminate against employees because of membership or non-membership in the Union, subject to the provisions of Article 7 herein.

ARTICLE 5. UNION SECURITY.

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

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

(c) For purposes of this Article, an employee shall be deemed to be a member of the Union, or to be paying the required Union Representation Fee, unless and until a duly authorized officer of Council #25, or the Local Union, shall notify the Employer in writing, that the employee is neither a member of the Union nor is paying the required Union Representation Fee. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any lists or notices which shall have been furnished to the Employer under any of such provisions.

ARTICLE 6. DUES CHECK-OFF.

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

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, and/or the designated financial officer of Michigan Council #25, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

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

(d) Authorization form is attached.

(e) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the Employer under any of such provisions.

ARTICLE 7. REPRESENTATION FEE CHECK-OFF.

(a) The Employer agrees to deduct the Union Representation Fee from the wages of any employee who is not a member of the Union but who has agreed to pay the Union Representation Fee set forth in Article 5 of this contract, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph (d)), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set for in Article 5 of this contract.

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

(d) Authorization form is attached.

(e) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, notice or assignment which shall have been furnished to the Employer under any of such provision.

ARTICLE 8. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin. Check off deductions under all properly-executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month following the receipt of the written authorization by the Employer, and each month thereafter during the existence of such authorization.

(b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address and to such financial officer of Michigan Council #25, AFSCME, AFL-CIO, as shall be designed in writing by Council #25, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the 5th day of the month following the month in which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions, and further, advise said financial officer by submission of an alphabetical list of all new employees since the date of submission of the previous month's remittance of dues.

ARTICLE 9. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards. The employees covered by this Agreement will be represented by three (3) stewards. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments: Munising, Limestone and Grand Marais. The Union may also assign alternate stewards who shall act only in the absence of a regular steward.

(1) The Employer shall be notified of the names of the stewards, alternate stewards, local president and local secretary promptly upon execution of this Agreement, and at least annually thereafter, and shall be promptly notified of any changes as they occur during the year.

(2) The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

(3) The Unit Chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

(1) Employees covered by this Agreement will be represented in negotiations by three (3) negotiating committee members.

(2) Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations during working hours.

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

ARTICLE 10. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representatives upon the request of either party. Such meetings shall be between management and not more than two 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. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at the hours mutually agreed to by the parties. If the Employer insists that such meeting be held during regular working hours, such representatives of the Union shall be permitted time off, with pay, for time actually spent in such special conference during such regular working hours. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

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

ARTICLE 11. GRIEVANCE PROCEDURE.

(a) It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the means for the peaceful settlement of all disputes that may arise between them as to the application and interpretation of this Agreement as written. Employees are required to follow and to use this procedure in case they have any grievance which they wish to be considered and settled. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work, but in any event the grievance, in order to become the basis for a claim, must be presented within ten (10) working days after the employee knew or should have known if he exercised reasonable diligence and attention of the occurrence or nonoccurrence of the event upon which the grievance is based.

Step 1. Any employee having a grievance shall present it to the Employer as follows:

(1) If an employee feels he has a grievance, he may discuss the grievance with the steward.

(2) The steward and/or the employee may discuss the grievance with the employee's immediate supervisor in first management level.

(3) If the matter is thereby not disposed of, it shall be reduced to writing on forms provided by the Employer (which shall be readily available to employees or stewards) and shall be dated and signed by the employee involved. The written grievance shall, within the employee's first five (5) working days after answer in Step 1 (2) above, be presented by the employee and/or his steward to the employee's immediate supervisor in the first management level for his written signed disposition. If such presentation is made by the steward, he shall countersign the grievance. Upon receipt of the grievance, the supervisor shall sign and date the employee's/steward's copy of the grievance, and he shall give his written signed disposition within his first five (5) working days after such written grievance.

Step 2.

(1) If the grievance remains unsettled, it shall be presented by the employee and/or the Chapter Chairman, in writing, to the Engineer-Manager within three (3) working days after the response of Step 1 is due. If such presentation is made by the Chapter Chairman, he shall countersign the grievance. The Engineer-Manager shall sign and date the employee's/Chapter Chairman's copy. The Engineer-Manager shall give his written signed disposition within five (5) working days following his receipt of the grievance.

(2) If no satisfactory settlement is obtained in Step 2 (1), the written grievance shall, within the employee's first three (3) working days after answer in Step 2 (1), be presented by the employee and/or the Chapter Chairman to the Board of County Road Commissioner's Designate, for discussion and disposition. If such presentation is made by the employee's chosen representative, he shall countersign the grievance. The Board of County Road Commissioner's Designate shall give their written signed disposition within five (5) working days after the first regular board meeting following receipt of the grievance.

Step 3.

(1) If the grievance remains unsettled, and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council #25.

(2) In the event that Council #25 wishes to carry the matter further, it shall within fifteen (15) working days after answer to Step 2 (2) meet with the Employer, or its designate, for the purpose of attempting to resolve the dispute. If the dispute remains unsettled, and the Council wishes to carry the matter further, Council #25 shall file a demand for arbitration with the F.M.C.S. in accordance with the American Arbitration Association Rules and Procedures. If such a demand is not filed within thirty (30) calendar days of answer in Step 2 (2) (or longer period as may be agreed upon), it shall be considered settled on the basis of the decision last made.

(3) The arbitrator shall be appointed by mutual agreement of the parties hereto within fifteen (15) days following receipt by either party of a written request for such appointment; provided however, that in the event the parties hereto are unable to agree upon such arbitrator then the matter shall be referred to the F.M.C.S., which association shall furnish a competent, disinterested arbitrator. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations. The arbitrator shall have authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but he shall not have jurisdiction nor authority to add to or detract from or alter in any way the provisions of this Agreement. The arbitrator shall have no authority to consider or adjust any grievance not presented, as above provided, within ten (10) days after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be present more than sixty (60) days from the date of such occurrence or non-occurrence, and shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based.

Any back pay award shall provide offset for any other earnings by the employee during such period from any source, unemployment compensation benefits received or earnings from any source by the employee during the period of the employee's absence. The decision of the arbitrator shall be final and binding subject to the limitations herein specified.

(4) The expenses for the arbitrator shall be shared equally between the Employer and the Union, except that in cases involving identical issues where a previous award was in the Union's favor, the Employer will pay the full cost of arbitration, and that in cases involving identical issues where a previous award was in the Employer's favor, the Union shall pay the full cost of arbitration.

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

(6) Any grievance not appealed within the time limits shall be deemed settled on the basis of the Employer's last answer.

(7) Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, and the relief sought. Such statement may be revised not later than at the first meeting in Step 2 to state the numbers of the articles and sections of this Agreement under which the claimant believes himself entitled to relief. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph shall be returned by the Employer without action.

ARTICLE 12. DISCHARGE AND SUSPENSION.

(a) Notice of Discharge or Suspension. The Employer agrees, promptly upon the discharge or suspension of an employee, other than a probationary employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) Appeal of Discharge or Suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted by the employee and/or the Chapter Chairman to Step (3) of the grievance procedure within three (3) working days. Such submission shall be in writing, on forms provided by the Employer, and shall be dated and signed by the employee involved. If such submission is made by the Chapter Chairman, he shall countersign the grievance.

(c) An employee shall be subject to discharge or suspension for just and proper cause, which shall include but not be limited to misappropriation of property, theft, assault on the premises, intoxication as defined by law, or drinking on duty or on the premises, use of drugs or narcotics, or refusal to carry out the reasonable instructions of his supervisor. For suspension of less than six (6) working days, should it be determined by the arbitrator that an employee has been suspended for just cause, the arbitrator shall not have jurisdiction to modify the degree or discipline imposed by the Employer.

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

ARTICLE 13. SENIORITY.

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. During such probationary period, the Employer may lay off or dismiss any probationary employee with or without cause, except that no such employee shall be laid off or dismissed for engaging in lawful Union activities. When an employee finishes the probationary period he shall be credited with seniority retroactive to his/her most recent date of hire. All employees not specifically hired by the Employer as regular employees shall be classified as temporary or seasonal employees, shall not acquire any seniority, and may be laid off or dismissed by the Employer with or without cause, except that no such employee shall be laid off or dismissed for engaging in lawful Union activities. The Union will be notified in writing whether an employee is regular, temporary or seasonal.

(b) Seniority shall be on Employer-wide basis, in accordance with the employee's last day of hire.

(c) The Employer shall arrange, on the first day of full time employment, a thirty (30) minute interview period between the Chapter Chairman and the full time employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.

ARTICLE 14. SENIORITY LISTS.

(a) Seniority shall not be affected by the age, race, sex, marital status, religion, color, national origin, height and weight.

(b) The seniority lists on the date of this Agreement

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

(c) The Employer will keep the seniority lists up to date at all times and will provide the Chapter Chairman with up-to-date copies at least every twelve (12) months.

ARTICLE 15. LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT.

An employee shall lose his seniority and his employment shall be terminated in any of the following events:

(a) He quits.

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

(c) If he is absent for two (2) consecutive working days without notifying the Employer. No employee shall be absent from work without good cause. An employee desiring to be absent from work for good cause shall notify his foreman, or the Engineer-Manager of such desire, and the reason therefore, before the end of his previous shift, if possible, and in any event not less than thirty (30) minutes before the beginning of his next shift, except in case of emergency beyond his control and in such case as soon as reasonably possible. Absence may be excused by the Employer, but the Employer may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, if it so desires. An employee convicted of a felony which requires incarceration which prevent his reporting for work will be terminated.

(d) If he/she is laid off for the length of his/her seniority or five (5) years whichever is less.

(e) If he does not return to work when scheduled upon recall from layoff as set forth in the recall procedure.

(f) If he does not return as scheduled from sick leave or leave of absence.

(g) If he willfully makes a false statement which is material on his application for employment or on his application for leave of absence.

(h) If he retires or is retired pursuant to any retirement plan of the Employer then in effect.

ARTICLE 16. SENIORITY OF OFFICERS AND STEWARDS.

The Chapter Chairman, the Chapter Secretary, the Chief Steward and all other stewards, in that order, shall head the seniority list of the unit during their term of office for purposes of layoff and recall only.

ARTICLE 17. LAYOFF DEFINED.

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

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

(c) When a layoff takes place, employees not entered on the seniority list, including probationary and temporary employees shall be laid off first. Thereafter, volunteers for layoff. The Employer agrees not to challenge unemployment claims of those employees who take voluntary layoff. Seniority (length of continuous service), will determine the order in which employees shall be laid off if in the Employer's opinion the employee has both the skill and the physical ability to perform the work.

ARTICLE 18. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority (length of continuous service), if in the Employer's opinion the employee has both the skill and the physical ability to perform the work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases exceptions may be made.

ARTICLE 19. TRANSFERS.

(a) A bargaining unit employee who is transferred to a position outside the bargaining unit will continue to accumulate length of service for a maximum period of one (1) year from the date of the transfer. If such employee does not return to a job within the bargaining unit within the one (1) year period, his accumulated length of service shall be frozen for the purposes of Article 13 of this Agreement. If such employee should return to a bargaining unit position within one (1) year of the transfer, he shall be credited with the length of service at the time of

his transfer plus the length of service in such excluded position.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected, provided they have both the skill and the physical ability to perform the work, will be given the opportunity to transfer on the basis of seniority, desire and classification.

ARTICLE 20. JOB POSTINGS AND BIDDING PROCEDURES.

(a) Permanent vacancies the Employer desires to fill in any job classification will be posted. The Employer shall post a notice of a permanent vacancy for a period of five (5) working days in such manner as may be appropriate setting forth the minimum requirements for the position. Interested employees shall apply in writing within the five (5) working days posting. The Employer shall fill the same from such applications based upon seniority (length of continuous service), if in its judgment there are applicants with both the skill and ability to perform the work, or who would have the skill and ability after the fourth week of the training period provided herein. No employee shall be permitted to transfer from one job classification to another with an equal or lower wage rate except as hereafter provided. If no applicants are received by the Employer from the employees who are qualified for the vacancy, the Employer may fill such vacancy in any manner which it desires.

(b) If, at any time during the first four weeks after the employee is awarded the job, the employee notifies the Employer that he is unable to perform the work, and the reasons therefor, or the Employer notifies the employee that it does not feel he is satisfactory in the new position, and the reasons therefor, the employee shall be returned to his former classification. If the employee feels he was unjustly removed from the new position, it shall be immediately submitted to Step (3) of the grievance procedure. When the employee is returned to his former classification the Employer may fill the vacancy, without re-posting the opening, with the next senior applicant for the posted opening who, in the Employer's judgment, has both the skill and the physical ability to perform the work. An employee who has applied for a posted position, and who has been awarded the job, shall not be permitted to apply for a subsequent opening for a period of six (6) months. Such six month period may be waived by mutual agreement of the Employer and the Union. An employee who has applied for a posted position, and who has been awarded the job, shall be deemed to have voluntarily given up any other posted positions which he has previously been awarded to the extent that, in the Employer's opinion, the previous posting would conflict with the new posted position.

(c) Where there is a qualified employee who is able to replace him, an employee shall have the option to apply for a job in an equal or lower wage rate, provided, however, that an employee may exercise his option only once in any six month period. The Employer and the Union may also mutually agree to fill any equal or lower job with a senior employee.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification, except during the training period which shall not exceed four (4) weeks. At the Employer's discretion the employee may be paid the rate of the higher classification at any time during the four (4) week training period.

(e) The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted, and at the end of the posting period the Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

ARTICLE 21. VETERANS. Reinstatement of.

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

ARTICLE 22. LEAVES OF ABSENCE.

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

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

(c) An employee on leave of absence of thirty (30) calendar days or more shall not lose his previous seniority, but shall accrue no additional seniority during such leave. An employee on leave of absence of less than thirty (30) calendar days shall continue to accrue seniority during such leave.

(d) An employee shall be granted a leave of absence by the Employer if he/she becomes ill or injured, pregnant, and unable to work, provided his claim thereof is supported by satisfactory evidence. Such leave shall be for the duration of his inability to work, but not to exceed one (1) year unless such one-year period is extended by the Employer upon the employee's request for a very exceptional reason. Upon his return to work from such a leave the employee shall furnish the Employer with acceptable proof of his fitness for work.

(e) An employee who is selected for full time work with the Union or labor organization with which the Union is affiliated, shall be granted a leave of absence for that purpose upon his and the Union's request, upon reasonable notice and as soon as he can be spared by the Employer. Such leave shall not be for a period of longer than one (1) year, but shall be subject to extension for additional like periods upon request.

(f) Members of the Union, but not more than two (2) at any one time, selected to attend a function of the Union shall be allowed time off, without pay to attend.

ARTICLE 23. BULLETIN BOARDS.

The Employer will provide bulletin boards in each garage which may be used by the Union for posting notices pertaining to Union business, but with due regard for good labor-management relations.

ARTICLE 24. RATES FOR NEW JOBS.

When a new job is created within the bargaining unit, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to discussion and if agreement is not reached, shall be subject to final and binding arbitration.

ARTICLE 25. TEMPORARY EMPLOYEES.

(a) In cases of temporary assignments the Employer will to the greatest degree consistent with efficiency of the operation and the safety of employees, assign the employee with the

highest seniority, provided he is qualified for such job. Any employee performing work on a temporary vacancy shall receive the rate of pay normally paid for such work, regardless of whether the employee might otherwise be entitled to a higher job classification or pay rate. If no employee desires the assignment, the Employer may assign the employee with the lowest seniority who is qualified for such job. This paragraph (a) shall apply only for a temporary vacancy which the Employer expects to continue for one (1) day or more.

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

ARTICLE 26. JURY DUTY.

An employee who serves on jury duty (including an employee who reports for jury duty when summoned, whether or not he is used) will be paid the difference between the payment he receives for such services and the pay he would otherwise have received from the Employer for the hours he would have worked had he not been performing such service, based upon his current base rate of pay, and his scheduled workday. Any employee released from jury duty by 12:00 noon shall promptly return to work for the remainder of his scheduled shift. The employee will present proof, on a form provided by the Employer, that he did serve or report as a juror, his time of release, and the amount of pay received therefore.

ARTICLE 27. SAFETY AND HEALTH.

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

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

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

ARTICLE 28. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classifications in their garage. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each garage.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their garage will be called first and so on down the list in an attempt to equalize the overtime hours. If no employee desires the overtime, the Employer may require the available qualified employee with the least seniority to perform the work.

For the purpose of this clause, time not worked because the employee was unavailable which does not include vacation time, sick time, personal time, or funeral leave; or an employee choosing not to work, will be charged the average number of overtime hours of the employees working during that call-out period [four (4) hours minimum].

Overtime hours will be computed from July 1 through June 30 each year. Excess overtime hours will be carried over each year.

ARTICLE 29. WORKMEN'S COMPENSATION. On-the-Job-Injury.

Each employee will be covered by the applicable workmen's compensation laws. The Employer further agrees that an employee receiving workmen's compensation will be paid out of such employee's accumulated sick leave an amount sufficient to make up the difference between the workmen's compensation being received by such employee and his regular weekly earnings based on a normal scheduled work week, to the extent of such accumulated sick leave.

ARTICLE 30. WORKING HOURS. Shift Premium and Hours.

(a) Shift Hours:

First Shift: Includes all shifts regularly scheduled to commence between 3:01 a.m. and 11:01 a.m.

Second Shift: Includes all shift regularly scheduled to commence between 11:01 a.m. and 7:01 p.m.

Third Shift: Includes all shifts regularly scheduled to commence between 7:01 p.m. and 3:01 a.m.

(b) Employees who work on the second shift shall receive

in addition to their regular pay for the pay period, fifteen (15) cents per hour shift premium, and employees who work on the third shift shall receive thirty-five (35) cents per hour shift premium for all hours actually worked.

(c) The normal hours of work will be eight (8) per day and forty (40) per five (5) day week, Monday through Friday. Daily hours of work will normally be consecutive, except for the twenty (20) minute paid lunch period. For the purpose of computing overtime, and not as a limitation upon the scheduling of employees for work, the work day will be considered as starting at 5:00 a.m. or 5:00 p.m. and continuous for twenty-four (24) hours thereafter. The workweek will be a period of seven (7) consecutive days commencing at 5:00 a.m. Monday.

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

(e) Whenever the Employer activates the winter schedule (8 p.m. - 4 a.m.), the Employer agrees said schedule shall be made up of at least two (2) employees.

(f) Employees on the first shift shall be allowed twenty (20) minutes off for lunch with pay included in their normal eight (8) hour day. Employees on the second and third shifts shall be allowed thirty (30) minutes off for lunch with pay included in their eight (8) hour day. Paid lunches shall be taken on the job only.

(g) Employees may take a fifteen (15) minute coffee break in the A.M. only, or the first half of their regular shift, whichever may apply, which shall be taken on the job only.

ARTICLE 31. PAID SICK LEAVE.

(a) All employees covered by this Agreement shall be entitled to eight (8) hours of paid sick leave for each "calendar month" of employment with nine hundred sixty (960) hours maximum accumulation. A "calendar month" shall consist of a minimum of twelve (12) eight (8) hour days actually paid to an employee during any calendar month. Paid vacations shall be considered time worked towards accumulating sick leave.

(b) Accumulated sick leave will be granted to an employee for time lost due to illness.

(c) After three (3) days of absence from work due to a

claimed illness or injury an employee may be required to furnish a doctor's certificate. If the Employer has reasonable grounds to suspect that an employee has been excessively absent, or an abuser of sick leave, said employee may be required to present a doctor's certificate to substantiate any claim for sick leave benefits.

(d) An employee shall be paid for accumulated sick leave up to the maximum of four hundred eighty (480) hours, upon death or upon termination of employment unless terminated for cause.

(e) The rate of pay for paid sick leave for any one calendar year shall be the employee's base rate of pay exclusive of shift, overtime or other premium.

(f) An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and such leave will be construed as days worked specifically for such purpose.

(g) An employee who abuses sick leave will be subject to the following:

- 1st offense in one (1) year verbal warning
- 2nd offense in one (1) year written warning
- 3rd offense in one (1) year three-day
suspension
- 4th offense in one (1) year discharge

(h) Effective July 1, 1993 any employee that reaches at least nine hundred sixty (960) hours of accumulated sick leave shall be paid a bonus of four hundred dollars (\$400) on or about December 15 of each contract year.

To be eligible for said bonus the total accumulation must be at least one hundred twenty (120) days at the time the payment is made.

ARTICLE 32. FUNERAL LEAVE.

An employee shall be allowed up to three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death of a member of the employee's immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren, or a member of the employee's household. An employee shall be allowed up to one (1) working day with pay not to be deducted from sick leave, for the death of an aunt or uncle. Any employee selected to be a pall bearer for a deceased employee will be allowed up to one (1) funeral leave day with pay, not to be

deducted from sick leave to perform such services. The Chapter Chairman, or his representatives, shall be allowed up to one (1) funeral leave day with pay in the event of a death of a member of the Union, who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

ARTICLE 33. TIME AND ONE-HALF OR DOUBLE TIME.

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

(1) For all hours actually worked over eight (8) in one day.

(2) For all hours actually worked over forty (40) in one work week.

(b) Double time will be paid as follows:

(1) For all hours actually worked on holidays and Sundays that are defined in this Agreement in addition to holiday pay. For purposes of this paragraph, if the holiday otherwise occurs on Sunday, Monday, but not Sunday shall be considered the holiday, and if the holiday otherwise occurs on Saturday, Friday, but not Saturday shall be considered the holiday. If Christmas falls on Monday, the Day Before Christmas holiday shall be observed on the preceding Friday. If Christmas falls on Saturday, the day before Christmas holiday shall be observed on the preceding Thursday.

(c) When an employee is called out for unscheduled or emergency work, he shall be paid a minimum of four (4) hours at time and one-half, provided he reports for work. At the Employer's discretion, the employee may be assigned to other work than that for which he was called out. The Employer may, in its discretion, call out the qualified employee who in its opinion could respond in the shortest possible time. An employee voluntarily leaving with management's consent rather than performing work other than that for which he was called out, shall receive pay only for hours actually worked.

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

ARTICLE 34. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

New Year's Day

Veterans' Day

Good Friday
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day Before Christmas
Christmas Day
Employee's Birthday

Eligible regular employees will be paid their current base rate based on their regular scheduled work day for said holidays.

(b) Should a holiday fall on Saturday, Friday but not Saturday, shall be considered as the holiday for pay purposes under this Article. Should a holiday fall on Sunday, Monday but not Sunday, shall be considered as the holiday for purposes of paid holidays under this Article. If Christmas falls on a Monday the day before Christmas shall be observed on the preceding Friday. If Christmas falls on Saturday the day before Christmas holiday shall be observed on the preceding Thursday.

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

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

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

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

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

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

(d) An employee scheduled to work on the holiday shall forfeit any right he may otherwise have to holiday pay if he fails to report and work as scheduled.

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

(f) No holiday pay shall be granted to an employee on layoff status, on leave, or otherwise not actually scheduled to work the working day before and the working day after the holiday, except as provided for vacations hereinabove.

ARTICLE 35. VACATIONS.

(a) A regular full time employee shall be entitled to forty (40) hours plus eight (8) hours vacation after one year of employment; and one (1) additional day of vacation per continuous year of employment thereafter, up to a maximum combined total of two hundred forty (240) hours per year. The amount of vacation for employees who did not work twelve (12) months in the preceding calendar year shall be determined by multiplying the amount of vacation normally earned by the number of months actually worked and dividing by twelve (12). "One week" vacation shall be deemed to mean five (5) eight (8) hour days. "One day" vacation shall be deemed to mean one (1) eight (8) hour day.

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

(c) If an employee wishes to carry over earned vacation from one (1) calendar year to another, and provided such a vacation does not exceed six (6) calendar weeks [two hundred forty (240) hours] and makes such a request to the Engineer-Manager four (4) months in advance of January 1 of the calendar year in which he actually wishes to take a vacation, this request will be presented to the Board of County Road Commissioners and, if such a request is approved, the above regulation, subparagraph (b), will be waived.

(d) Vacation schedules will be prepared on the basis of seniority, provided the vacation request is received by April 1st of any year. Requests received after April 1st will be treated on a first come first served basis, provided requests received simultaneously will be granted on the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the Employer and shall be subject to the work schedule and personnel requirements.

(e) The employees vacation pay rate shall be the same as the employee's basis rate for this classification, exclusive of shift, overtime or other premiums, at the time of vacation.

(f) Upon retirement from the County Road Commission all accrued but unused vacation will be paid to the retiring employee at his/her current rate of pay.

ARTICLE 36. PERSONAL LEAVE DAYS.

Each employee covered herein shall be granted up to two (2) personal leave days per contract year. Payment for said days will be based upon the employee's normal scheduled workday and their base rate of pay exclusive of overtime or other premiums. Such days shall normally be scheduled with the employee's

supervisor, at least twenty-four (24) hours in advance, except in extenuating circumstances. Personal leave days will normally be granted at the times desired by the employees. Said personal days may not be accumulated.

ARTICLE 37. PAY ADVANCE.

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation.

(b) If an employee is laid off or retired, or severs his employment other than discharge for cause, he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate During Vacation. Employees will be paid their current base rate, exclusive of shift, overtime or other premium, based on their regular scheduled day while on vacation and will receive credit for any other benefits provided for in this Agreement.

ARTICLE 38. HOSPITAL AND MEDICAL COVERAGE.

(a) The Employer agrees to pay the full premium for hospital and medical coverage for each regular full time employee, his spouse, and all of his dependents under the age of nineteen (19) years, the plan is Plan S PPO, 1st. \$ coverage with Master Medical I, ML-rider, Preferred RX \$5.00, Vision and 75/25 co-pay dental. If at any time in one year of this contract insurance premiums go up more than 8%, a Preferred RX \$10.00 Drug Card will be in place.

(b) The Employer agrees to pay the full premium for hospital and medical coverage during the employee's absence as a result of any "illness" for any month in which the absent employee receives payment for sick leave, plus an additional period of twelve (12) calendar months following the last month in which the employee receives such sick leave payments. The employee shall be required to use his accumulated sick leave continuously for the purpose of this section. For an employee who has no accumulated sick leave the 12-month period will commence with the month following the month in which the employee was first absent due to "illness" which would otherwise have qualified him for paid sick leave. The Employer further agrees to pay the premiums for said coverage for employees who retire between the ages of 62 and 65.

(c) For voluntary excused leaves of absence of less than one (1) month, the Employer will pay all costs of the hospital

and medical coverage. For all such leaves which extend for one (1) month or more, the employee will pay the entire cost of the above mentioned program for the entire period of time for which the employee is on excused leave of absence, including the first month's period of such absence.

(d) The above-mentioned benefits shall terminate at the end of the month in which an employee is discharged, laid off or resigns, and in all cases where the employee is absent due to illness, and does not return to work at the end of the time and period as defined above.

(e) An employee who chooses not to participate in the insurance plan as set forth above shall be eligible to receive a yearly payment of \$1,250.00 (gross) in lieu of said coverage.

ARTICLE 39. LIFE INSURANCE COVERAGE.

(a) The Employer agrees to pay the full premium for each employee for the group life insurance plan, face value of \$15,000.00. When the employee is absent, due to illness which would qualify the employee for paid sick leave, the Employer shall continue to pay such cost in the manner and for the period provided for hospital and medical benefits above.

(b) Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 40. COMPUTATION OF BENEFITS.

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

ARTICLE 41. CONTINUING BENEFITS.

The term "working conditions" as used in this Article means specific practices or customs which reflect detailed application of the subject matter within the scope of wages, hours of work, or other conditions of employment. It is recognized that it is impractical to state specifically in this Agreement which of these matters should be changed or eliminated. The provisions set forth below provide general principles and procedures which explain the status of these matters and furnish necessary guideposts for the parties hereto and the arbitrator. The provisions of this Article are not intended to prevent the Employer from continuing to make progress. Any arbitrations arising hereunder shall be handled on a case-by-case basis on principles of reasonableness and equity.

Should there be any working conditions in effect which provide benefits that are in excess of, or in addition to, the benefits established in this Agreement, they shall remain in effect for the term of this Agreement, except as they are changed or eliminated by mutual agreement.

ARTICLE 42. WORK PERFORMED BY SUPERVISORS.

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

(a) Experimental work.

(b) Demonstration work performed for the purpose of instructing and training employees.

(c) Work which is necessary due to emergency conditions which if not performed might result in interference with operations, bodily injury, or loss or damage to material or equipment, or due to situations in which no qualified bargaining unit employee is immediately available.

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

(e) Work which is incidental to supervisory duties on a job normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit.

(f) When the crew at Grand Marais is at six (6) or less, the Foreman may be considered a Working Foreman.

ARTICLE 43. GENERAL PROVISIONS.

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

(b) The employees shall notify the Employer of any change of name or address, or of any change which would affect insurance or other benefit status promptly, and in any event within ten (10) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, address and other information shown on its records for all purposes involving his employment and this Agreement.

(c) Every employee must and hereby agrees to have such

physical examinations as are required from time to time by the Employer, and paid for by the Employer, to establish or re-establish the employee's physical fitness to perform his work.

(d) Mechanics will be provided work uniforms. Uniforms shall be changed on the County Road Commission premises at the end of each work day.

(e) The Employer agrees to supply copies of Board minutes and make them available to each garage.

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

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

ARTICLE 44. DISTRIBUTION OF AGREEMENT.

The Union agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 45. APPENDICES.

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

- Appendix A Pensions
- Appendix B Schedule of Rates
- Appendix C Cost of Living Adjustment
- Appendix D Driver's License and Endorsements

Appendix E Longevity Bonus
 Appendix F Clothing Allowance
 Appendix G Employee Driveways

ARTICLE 46. DURATION.

(a) This Agreement shall continue in full force and effect until June 30, 1999 and for successive yearly periods thereafter unless notice is given in writing by either the Employer or the Union to the other at least ninety (90) days prior to June 30, 1999, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

(b) Notice of modification, amendment or termination shall be in writing and shall be sufficient if sent by certified mail addressed if to the Union, to: 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed to: Alger County Road Commission, 324 West Munising Avenue, Munising, Michigan 49862; or to any other such address as the Union or the Employer may make available to each other.

ARTICLE 47. EFFECTIVE DATE.

The Agreement shall become effective July 1, 1996.

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

LOCAL 1446, MICHIGAN COUNCIL
 #25, AFSCME, AFL-CIO:

ALGER COUNTY ROAD COMMISSION

APPENDIX A

PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued.

(a) The Commission will continue its participation in the Michigan Municipal Employees' Retirement System, Act #125, Public Acts of Michigan.

(b) Employees covered by this Agreement shall have the option of retiring at age fifty-five (55) if they have twenty-five (25) years of service.

(c) Effective May 30, 1993 the Employer has implemented the B-2 retirement plan under the Michigan Municipal Employees' Retirement System.

APPENDIX B

SCHEDULE OF RATES

Following is a list of the rate classification and the hourly wages paid employees engaged according to policy in each classifications, effective July 1, 1996:

<u>CLASSIFICATION</u>	<u>START</u>	<u>90 CAL. DAYS</u>
Truck Driver	9.87	12.17
Maintenance Person	9.87	12.38
Heavy Equipment Operator	9.97	12.38
Lubricator	9.87	11.97
Mechanic/Welder	9.87	12.17
Lead Mechanic	10.28	12.59
<u>July 1, 1997</u>		
Truck Driver	10.17	12.54
Maintenance Person	10.17	12.75
Heavy Equipment Operator	10.27	12.75
Lubricator	10.17	12.33
Mechanic/Welder	10.17	12.54
Lead Mechanic	10.59	12.97
<u>July 1, 1998</u>		
Truck Driver	10.48	12.92
Maintenance Person	10.48	13.13
Heavy Equipment Operator	10.58	13.13
Lubricator	10.48	12.70
Mechanic/Welder	10.48	12.92
Lead Mechanic	10.91	13.36

The following classifications will be paid an additional \$.25 per hour for tool allowance: Lubricator, Mechanic and/or Welder, Lead Mechanic.

APPENDIX C

COST OF LIVING ADJUSTMENT

(a) For purposes of this Appendix C:

(1) "Consumer Price Index" refers to the Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - All Items (1967=100) published by the Bureau of Labor Statistics, U.S. Department of Labor.

(2) "Consumer Price Index Base" refers to the Consumer Price Index for the month of June, 1982 (being that Consumer Price Index which customarily would be published by the bureau in mid-July, 1982).

(3) "Adjustment Dates" are: The first pay day following receipt of the Consumer Price Index in October, January, April and July in each year, provided the first Adjustment Date shall be July, 1982.

(4) "Change in the Consumer Price Index" is the difference between the Consumer Price Index Base and the Consumer Price Index for the calendar month next preceding the month in which the applicable Adjustment Date falls.

(5) "Cost of Living Adjustment" is calculated as below and will be payable for the bi-weekly pay period immediately preceding the Adjustment Date, and for succeeding pay period until the first pay period included in the following quarterly Cost of Living Adjustment.

(b) The Cost of Living Adjustment shall equal \$.01 per hour for each full .4 of a point change in the Consumer Price Index, and shall in no event exceed a total of \$.10 during the year of the Agreement. (For example, the labor base rate for the Cost of Living Adjustment, could not exceed \$5.32 during the year of the Agreement.)

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

(d) Beginning July 1, 1982 the Cost of Living shall be computed quarterly and added to the rate retroactive to the beginning of the Quarter for which calculated.

(e) The Cost of Living will be frozen and will not apply for the duration of this Agreement.

APPENDIX D

DRIVERS' LICENSE AND ENDORSEMENTS

(a) Drivers License Endorsements. The appropriate Commercial Drivers License (CDL) endorsements shall be required in accordance with the law by all drivers of vehicles. The Employer will pay the fee for the first road test. The employee will pay the required fee for subsequent renewal of the endorsement. Mechanics are encouraged to have a CDL License.

(b) Revoked License. Any employee who is required to operate a motor vehicle in the course of his/her employment shall as a condition of continued employment maintain a valid motor vehicle operators license and all required endorsements subject to the following; revocation of such license (off duty) may result in the employee being transferred to non-driving classification at the rate of pay of the classification to which assigned for up to one hundred twenty (120) calendar days. If said license or endorsements are not restored within the one hundred twenty (120) calendar days the employee may be discharged.

(c) On Duty Drug and Breath Alcohol Testing as required by the Federally mandated Drug and Alcohol Testing Law. The following Steps will apply:

- 1st. Offense 5-Days Suspension
- 2nd. Offense 20-Days Suspension
- 3rd. Offense Discharge

If a negative test is not received within the suspension limits, the employee may draw from their accumulated Sick Leave, until a negative test result is received.

APPENDIX E

LONGEVITY BONUS

All bargaining unit employees will be entitled to a longevity bonus to be paid on their anniversary date of hire according the following schedule:

<u>Completed Years of Service:</u>	<u>Bonus to be Paid:</u>
1 through 5 years	\$125.00
6 through 10 years	150.00
11 through 15 years	200.00
16 through 20 years	250.00
21 through 25 years	300.00
26 years or more	350.00

APPENDIX F

CLOTHING ALLOWANCE

The Employer will provide sixty (60) dollars per year for boots and gloves for bargaining unit employees and an apron (for tarring operations).

It is understood that the Employer will provide washing facilities at each work location within the county for the aforementioned work apparel.

APPENDIX G

PLOWING EMPLOYEE DRIVEWAYS

Employees may have their own driyeways plowed by the Alger County Road Commission, as long as this fits the normal course of operations.