

1/6/93

BOARD OF COUNTY ROAD COMMISSIONERS
OF KALKASKA COUNTY, MICHIGAN

AND

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC

Kalkaska County Road Commission

Effective: January 6, 1989

Terminates: January 6, 1993

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

INDEX

	<u>Page</u>
ARTICLE I - RECOGNITION.....	1
ARTICLE II - SPECIAL CONFERENCES.....	3
ARTICLE III - GRIEVANCE PROCEDURE.....	4
ARTICLE IV - DISCHARGE CASES.....	7
ARTICLE V - STRIKES AND LOCKOUTS.....	9
ARTICLE VI - SENIORITY.....	9
ARTICLE VII - LEAVES OF ABSENCE.....	17
ARTICLE VIII - SICK LEAVE.....	19
ARTICLE IX - FUNERAL LEAVE.....	21
ARTICLE X - HOURS OF WORK.....	22
ARTICLE XI - WAGES.....	25
ARTICLE XII - HOLIDAYS.....	28
ARTICLE XIII - VACATIONS.....	30
ARTICLE XIV - SAFETY AND HEALTH.....	33
ARTICLE XV - GENERAL.....	35
ARTICLE XVI - AGENCY SHOP AND DUES CHECK-OFF.....	37
ARTICLE XVII - DURATION.....	39
APPENDIX A.....	41

AGREEMENT

THIS AGREEMENT entered into this 5th day of February, 1990, by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF KALKASKA COUNTY, MICHIGAN, hereinafter referred to as the "Employer" and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter referred to as the "Union."

W I T N E S S E T H:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the residents of the County and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the residents of the County, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and 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 for all regular full-time road maintenance and garage employees of the Employer, but excluding seasonal employees, temporary employees, elected officials, supervisors, technical, professional, office clerical employees and all salaried employees.

Section 2. The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

Section 3. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining on behalf of the above identified employees or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 4. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief or marital status, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union.

Section 5. The Union agrees that, except as outlined in the grievance procedure, employees shall not be entitled to engage in Union activity during working hours.

- (a) The Union shall have the right to elect or designate the President and two Bar-

gaining Committee members to represent the employees, and one (1) alternate Committeeman for each Committeeman to represent the employees in the absence of the regular Committeemen, all of whom shall have completed their probationary period.

- (b) The Union shall inform the Employer, in writing, as to who has been appointed or elected stewards and alternate stewards for the bargaining unit.
- (c) The Union shall elect or appoint two (2) representatives to the Safety Committee hereinafter provided, all of whom shall have completed their probationary period.

Section 6. Wherever the male pronoun is used in this Agreement it shall be deemed to include both male and female.

ARTICLE II - SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Employer representative within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month unless otherwise mutually agreed upon.
- (b) Such meetings must be attended by the Bargaining Committee. Such meetings may be attended by a representative of the United Steelworkers of America. The Engineer-Manager and/or other designated representatives of the Commission will represent the Employer.
- (c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have

subjects they wish to discuss, they shall exchange agenda at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to items set forth in the agenda.

- (d) Such special conferences shall commence during the regularly scheduled working hours. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences. Employees shall not be paid for any time spent while attending such conferences outside their regularly scheduled working hours.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as, and limited to, any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2. An employee who believes he has a grievance must submit his complaint orally to his Supervisor within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) after he has knowledge, or conditions were such that he should have knowledge, whichever is sooner, of the event upon which his complaint is based. The employee shall have the right to request to have a Committeeman present when he submits his complaint to his Supervisor. The Supervisor shall give the employee an answer within forty-eight (48) hours after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP: To be processed under this griev-

ance procedure, a grievance must be reduced to writing on a form supplied by the Union, signed by the employee and presented by the employee, or a Committeeman, to his Supervisor within three (3) regularly scheduled working days after the Supervisor's response. Grievances shall be made out in triplicate, two (2) copies of which must be presented to his Supervisor. A written grievance shall state the facts upon which it is based, when they occurred, what section of the contract has allegedly been violated, and what adjustment is requested. The Supervisor or his designee shall give a written answer to the aggrieved employee within three (3) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the Supervisor.

SECOND STEP: If the grievance has not been settled in the first step, and if it is to be appealed to the second step, the Committeeman shall notify the Engineer-Manager, in writing, within three (3) regularly scheduled working days after receipt of the written first step answer of a desire to appeal the grievance. If such written request is made, the Engineer-Manager and/or his designated representative shall meet with the Union Grievance Committee within three (3) regularly scheduled working days thereafter to discuss the grievance. A written second step answer to the grievance shall be given to the Committee within three (3) regularly scheduled working days after such meeting. If the answer at this stage is satisfactory, the Union representative shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy by the Engineer-Manager.

THIRD STEP: If the grievance has not been settled in the second step, the parties may, upon mutual agreement, submit the matter to Mediation under the Act. If the parties do not agree to Mediation, or after Mediation the Union still wishes to pursue the matter further, it shall have the right to submit such grievance to arbitration provided such submission is made within ten (10) working days

after receipt of the second step answer or after the Mediation session, if applicable.

- (a) All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service with a copy thereof mailed to the Employer at the time of said submission, in accordance with its procedures, within the time specified above and such procedures shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, or to rule on any claim for money or benefits arising under a retirement claim or dispute, and shall be required to render his decision within thirty (30) days after the close of said hearing. However, nothing contained herein shall be construed to limit the authority of an Arbitrator in his own judgment to sustain, reverse, or modify any alleged unjust discharge that may reach this stage of the grievance procedure. Both parties agree to be bound by the award of the Arbitrator and that the cost of any arbitration proceeding under this provision shall be borne equally between the parties. The expenses and salaries of witnesses and representatives of the Employer shall be borne by the Commission, and the expenses and salaries of witnesses and representatives of the Union shall be borne by the Union.

Section 3. The time limits at any step of the grievance procedure may be extended only by mutual agreement, in writing, between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the

grievance procedure, provided however, that nothing contained herein shall be construed so as to automatically refer a grievance to arbitration.

Section 4. Policy grievances on behalf of the entire bargaining unit shall be filed by the President or Committeeman of the Union and shall be processed starting at the second step of the grievance procedure.

Section 5. Meetings of the joint grievance committees provided for in the second step of the grievance procedure shall start not later than 3:30 p.m. on the day for which they are scheduled. Committeemen, not to exceed a total of two (2) in number, shall be paid their straight time hourly rate of pay for any time necessarily lost from their regularly scheduled work at the job site to attend such meetings, but not to exceed thirty (30) minutes prior to the start of such meetings.

Section 6. Wherever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding any holidays recognized under this Agreement.

ARTICLE IV - DISCHARGE CASES

Section 1. The Employer agrees that employees shall not be discharged without cause from and after the date of this Agreement, but that in all instances in which the Employer may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. In all cases of suspension the Employer shall allow, upon request, the suspended employee an opportunity to discuss his suspension with his steward before

being required to leave the property of the Employer. Such initial suspension shall be for not more than three (3) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said three (3) day period. During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in a meeting between the Union's Grievance Committee, his immediate Supervisor and the Engineer/Manager. After such hearing, or if no such hearing is requested, the Engineer/Manager shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into discharge or that no discipline should have been given. In the event the employee believes he has been unjustly disciplined, it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Engineer/Manager pursuant to step two of the grievance procedure within two (2) working days after the Engineer/Manager makes his decision as set forth above.

Section 2. In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's regular straight time earnings during the pay period immediately preceding the date of the discharge, less such compensation as he may have earned at other

employment during such period.

ARTICLE V - STRIKES AND LOCKOUTS

Section 1. The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer, or results in a secondary boycott-type activity, during the life of this Agreement, shall be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether an employee or group of employees has engaged in such prohibited activity shall be a proper subject for the grievance procedure commencing at the second step thereof.

ARTICLE VI - SENIORITY

Section 1. Seniority shall be defined as an employee's length of continuous service with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations,

sick or accident leaves or for layoffs for lack of work or funds except as hereinafter provided.

Section 2. All new employees shall be probationary employees for the first three (3) months of their continuous employment, which period may be extended by a like amount of time if the employee was absent from work during his probationary period. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated by the Employer without regard to his relative length of service. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

- (a) A regular full-time employee shall be defined as one who is normally scheduled to work at least forty (40) hours per week.
- (b) A regular part-time employee shall be defined as one who is normally scheduled to work fifteen (15) or less hours per week. Part-time employees shall be allowed to participate in vacations, holidays, insurance and the pension program on a pro-rata basis to the number of hours they are normally scheduled to work.
- (c) A temporary employee shall be defined as one who is hired for a specific job, which job shall be communicated to the Union, or for a period of time of not to exceed sixty (60) days. Temporary employees shall not be covered by this Agreement.
- (d) A seasonal employee shall be defined as

one who is hired during the period from June 1st through September in each calendar year. Seasonal employees shall not work on road right-of-way work in excess of eight (8) hours per day or forty (40) hours per week, Monday through Friday, unless all employees within the bargaining unit have been afforded the opportunity to work such overtime. Seasonal employees will not be utilized so long as there are regular employees on layoff from the Commission. The Union shall be notified of the number of seasonal employees to be hired. Seasonal employees shall not be paid from the general fund nor shall they be covered by this Agreement.

Section 3. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names and job classifications of all employees who have completed their probationary period shall be listed on the seniority list in order of their hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list as of the hour during which they were told to report for work. The Union shall be notified of all quits, retirements, discharges and new hires on a form provided by the Employer.

Section 4. An employee's seniority shall terminate:

- (a) If he quits, retires or is discharged, which discharge is not reversed through the grievance procedure.
- (b) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within ten (10) regularly scheduled working days after a written notice sent by certified mail of such recall was

sent to his last address on record with the Employer, or having notified the Employer of his intent to return, fails to do so within ten (10) regularly scheduled working days.

- (c) Is absent for three (3) consecutive regularly scheduled working days without notifying his immediate supervisor or Superintendent prior to or within such three (3) day period of a justifiable reason for such absence unless it was impossible for the employee to give such notice.
- (d) When he has been laid off for lack of work or funds for a period equal to his seniority, but in no event less than twenty-four (24) consecutive months.
- (e) If he accepts employment elsewhere while on a leave of absence without having received prior written permission from the Employer or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave.

Section 5. When it becomes necessary to permanently reduce the size of the work force for any reason whatsoever, or to reduce the number of employees in a job classification or to eliminate a job classification, the Employer shall give the employee affected forty-eight (48) hours advance notice of said permanent lay-off then, seasonal, temporary, and probationary employees shall be laid off first, in that order, providing there are employees with seniority who are available and have the then present ability, skills and other attributes to satisfactorily perform the required work. Thereafter, the employees with the least seniority shall be the ones removed therefrom, providing

senior employees are available who are capable of performing the required work of the laid off employees.

- (a) Recalling employees to work following a lay-off shall be in the reverse order of the lay-off provided the employee has the then present ability, skills and other attributes to satisfactorily perform the work required.

Section 6. When the Employer deems it necessary to fill a new permanent job classification, or a permanent vacancy in an existing job classification, such vacancy shall be posted on the bulletin board for a period of three (3) regularly scheduled working days during which time employees may bid therefor by submitting a job vacancy application form to their immediate supervisor. The vacancy shall be awarded to the senior employee so bidding who appears to have the then present special skills, abilities and other attributes to satisfactorily perform the work required in the classification without training, but with a break-in period of up to two (2) weeks. In the event there are no bidders for such vacancy or if, among those bidding therefor, there are none who have the above referred to qualifications, then the Employer shall be free to hire new, fully-qualified employees to fill such jobs. In the event the Employer is not able to hire a fully-qualified employee to fill such job, and the Employer deems it necessary to fill such job, a regular employee shall be placed on the job and given training. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto as soon as is practicable after the award is made and shall be on a job trial

period of up to sixty (60) calendar days, thirty (30) of which must be during the snow-plowing months of January, February or March, commencing with the first actual day on the job, which period may be waived in the discretion of the Employer. The purpose of the job probationary period is to give the employee an opportunity to demonstrate that he has the ability, skills and other attributes to satisfactorily perform and operate all of the equipment of the job group during the four seasons of the year. An employee may be removed, or requested to be removed, from the job any time during the sixty (60) calendar day probationary period that he demonstrates that he does not have the ability, skills or other attributes to satisfactorily perform the requirements of the job in all four seasons of the year. In the event the employee is removed from the job, or requests to be removed, during his job probationary period he shall bump the least senior employee in the last previous job classification he occupied and the employee bumped shall have the same right.

- (a) Any employee who is removed from a job classification, or requests to be removed therefrom, for which he had bid because of his inability to perform the requirements thereof, as above provided, shall be ineligible to bid for another job during the six (6) month period following the date of setback. The Employer agrees to waive this restriction in exceptional situations.
- (b) Employees hired to fill the job classification of mechanic shall not be eligible to sign for a posted job opening for two (2) years after the employee enters the classification except by approval of the Employer and the Union. After the two years, said employee will be eligible to change classifications in the same manner as all other employees.

Section 7. An employee, the Employer or the Union may request and upon the mutual agreement of the Employer and the Bargaining Committee, an employee who, because of his age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification he occupies may be assigned, in line with his seniority and ability, to an open job he is capable of satisfactorily performing or he may be assigned to a job occupied by an employee with less seniority in a job classification he is capable of satisfactorily performing at the applicable rate of pay therefor.

Section 8. The Employer shall have the right to transfer employees from one job to another to cover for employees who are absent due to illness, accident, vacations or leaves of absence for the period of such absences. The Employer shall have the right to transfer employees to fill temporary jobs or temporary vacancies and to take care of unusual conditions or situations that may arise. Such transferred employees shall receive the rate of the job from which they were transferred or the maximum of the rate range of the job to which they were transferred for any day that the complete eight hours is worked in the higher pay rate. Anything less than eight hours will receive pay at the regular rate.

- (a) In the event the Employer determines it is necessary to increase the number of employees in a job group for a period of time of up to ninety (90) working days, which period may be extended by mutual agreement between the Employer and the local bargaining committee, the Employer shall post the temporary vacancy for two (2) working days and temporarily transfer the senior employee who can be spared

from his permanent job classification and who is then capable of satisfactorily performing the required work, to the job group and pay the maximum rate of pay therefor or his present rate, whichever is higher from the first full day on the job.

Section 9. An employee with seniority who is transferred to a non-bargaining unit job, after the effective date of this Agreement, shall retain his seniority as of the date of transfer; however, he will not accumulate additional seniority while out of the bargaining unit. If he is returned to the bargaining unit by the Board within twelve (12) months, his seniority shall begin to accumulate again at this point. Individuals who entered a non-bargaining unit position prior to this Agreement may be returned to the bargaining unit with the seniority accumulated prior to entering the non-bargaining unit position.

Section 10. The Bargaining Committee shall, for the purpose of layoff for lack of work or funds and recalls to work following such layoff only, for the term of their office, be considered as having more seniority than any other employee within their area of representation. They shall be the last to be laid off for lack of work from their area and the first to be recalled to work in their area following such layoff, providing they have the then present ability, skills and other attributes to satisfactorily perform the available work in such area. This super-seniority shall not apply until such time as such employees have exhausted their actual seniority.

ARTICLE VII - LEAVES OF ABSENCE

Section 1. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work.

Section 2. A permanent employee who, because of illness, accident or pregnancy, is physically unable to report for work shall, upon exhaustion of sick leave credits and vacation, be given a leave of absence without pay or fringe benefits except as provided for in Article XI, Section 8 (b), and without loss of seniority for a period of not to exceed one (1) year, provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician (medical doctor) of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3. A permanent employee who enters the military service of the United States by draft or enlistment or who is in some branch of the Armed Forces Reserves of the National Guard, shall be granted a leave of absence without pay or benefits and without loss of seniority for that purpose, and at the conclusion of such leave of absence shall be reinstated in accordance with the applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4. Employees who are elected or selected to

attend functions of the International Union such as conventions, safety conferences, and educational conferences shall be allowed time off without pay and without loss of seniority for a period of not to exceed a total accumulation of seven (7) calendar days in any twelve (12) consecutive month period. Normally two (2) weeks advance notice, in writing, will be given to the Superintendent of the desired time off and the leave will be given, provided the employee's absence will not work an undue hardship on the operational needs of the Employer.

Section 5. Any employee who is required to report for and/or perform jury duty as prescribed by applicable law, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Employer for the hours lost from work for jury duty, not to exceed eight (8) hours of pay per day, at his regular straight time hourly rate of pay up to a maximum of sixty (60) working days. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his shift for four (4) or more hours unless such employee does so return to work.

- (a) In order to receive the payment above referred to, an employee must give the Employer prior notice that he was required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which he claims such payment.

Section 6. Requests for leave of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence except where it is impossible to do so.

ARTICLE VIII - SICK LEAVE

Section 1. The purpose and intent of paid sick leave is to provide the employee with continuity of income during the actual illness of an employee, or as otherwise provided herein. All employees covered by this Agreement who have completed their probationary period, shall retroactively, to their date of hire, accumulate one (1) day of sick leave for each month of service, not to exceed a total accumulation of seventy (70) days.

Section 2. In order to qualify for sick leave payments, the employee must report the nature of his illness to his immediate supervisor, or Engineer/Manager, or some telephone number by them designated, not later than one-half (1/2) hour prior to his normal starting time on the first day of absence, unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible.

Section 3. Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- (a) When an employee's absence from work is due to his non-duty incurred illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages, unless the employee has committed himself to a recognized and medically accepted cure program, was not attributable to causes

resulting from the illegal use of a controlled substance, or which occurred while performing work for which he is paid by someone other than the Employer.

- (b) When an employee's current spouse, children or any person for whom he is totally responsible becomes ill or is accidentally injured, he shall be entitled to three (3) days of his accumulated sick leave credits when it is necessary for him to be absent.
- (c) Upon the birth of an employee's child he may use up to three (3) days sick leave credits when it is necessary that he be absent from work for the purpose of caring for his other children.
- (d) When an employee's absence from work is necessitated because of his illness or injury arising out of, or in the course of, his employment by the Employer and which is compensable under the Michigan Workmen's Compensation Act, he shall be entitled to utilize his accumulated unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily pay he would have received for the days on which such necessary absence occurred.
- (e) The employer may require medical proof to support the necessity for more than four (4) separate sick leave absences per contract year and/or to certify that the employee is physically and/or mentally capable of returning to work at the conclusion of such leave without restriction or limitation.
- (f) A maximum of three (3) days per year of earned sick leave may be used for personal business leaves. Such time used for personal leave will be deducted from sick leave time earned. All such time shall have prior management approval.

Section 4. Whenever sick leave payments are made under this Article, the amount of such payment shall be deducted from

the employee's accumulated unused bank of paid sick leave credits. Sick leave payments will be deducted in increments of not less than one-half (1/2) days.

Section 5. For the purpose of encouraging employees to work when their personal health situation is such that the use of sick leave days is questionable, the Employer agrees to pay the employee fifty percent (50%) of all unused sick leave days accumulated in excess of seventy (70) days per year and upon termination, except discharge for cause, up to seventy (70) days of said accumulation will be paid to the employee, or in the event of death, to his estate, or upon the termination of employment.

ARTICLE IX - FUNERAL LEAVE

Section 1. An employee requesting time off from his regular work shall be granted a period of not to exceed three (3) working days with pay for the purpose of arranging for and attending the funeral of his current spouse, children, step-children, step-brother or step-sister, brother, sister, step-parents, parents-in-law, grandparents, and parents, and one (1) working day with pay for the purpose of attending the funeral of his brother-in-law or sister-in-law.

Section 2. Additional time off from work, up to five (5) days, will be granted without pay for the purpose of attending funerals that are in excess of five hundred (500) miles from Kalkaska County.

Section 3. To be eligible for funeral leave with pay the employee must attend the same. If the Employer requests

proof of death and attendance at the funeral, the employee must present such proof in order to receive the pay herein referred to.

ARTICLE X - HOURS OF WORK

Section 1. The normal work day shall consist of eight (8) hours and the normal workweek shall consist of forty (40) hours, Monday through Friday, both inclusive; however, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

- (a) The normal day shift shall commence at 7:00 a.m. Kaskaska County time.

Section 2. The pay period shall commence at 12:01 a.m. Monday and terminate 12:00 midnight Sunday.

Section 3. Employees will be entitled to a rest or break period of not to exceed fifteen (15) minutes duration normally between the hours of 9-9:15 a.m. and 2-2:15 p.m. wherever they may be at the time they desire to take their break. It is understood and agreed that the timing of the break period may vary from the above depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspects of the job then being performed have been completed.

- (a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, except as above provided, and except for a thirty

(30) minute unpaid lunch period between 11:30 a.m. and 12:00 noon or as determined by their supervisor.

- (b) Employees shall punch in on the time card at the start of their shift, punch out at the end of their shift and any time they are authorized to leave work during their shift.

Section 4. When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible.

- (a) Scheduled Overtime. If the Employer notifies an employee at or before the midpoint of his regular shift on the preceding regularly scheduled working day before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime, which shall be as equitably distributed as is practical among the employees within the department who have the present ability to satisfactorily perform the required work.

1. For the purpose of overtime distribution, the work force is divided into the following two (2) departments:

- (a) Equipment Maintenance

- (b) Road Maintenance

2. It is understood and agreed that when it is necessary to work scheduled overtime, for the purpose of equitable distribution thereof, employees who are offered the opportunity for said overtime and who refuse it shall be charged the amount of overtime actually worked by another employee who performs the required work.
3. It is understood and agreed that in the event an insufficient number of employees are willing to accept the scheduled overtime work, then the Employer shall have the right to

require the least senior employee(s) who, in its judgment, are qualified to perform the work from the appropriate department.

- (b) Unscheduled Overtime. When the overtime work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis during the same work day, the Employer shall have the right to require, and it shall be performed by the employee or employees who were performing the specific job unless, the employee cannot work the overtime because of a dire business necessity whereby it is imperative that his presence is required to attend to such business or in the event of an emergency situation.
- (c) Emergency Work. In the event it is necessary for the Employer to call in or require employees to work overtime because of an emergency or special situation, which presents an immediate threat to the health and welfare of the public, the Employer shall call the employee(s) within the appropriate department and job classification whom it deems is best qualified and most readily available to respond in the most expedient manner.
- (d) Probationary Employee Overtime. Probationary employees shall not be eligible for scheduled overtime as provided in subparagraph (a) unless an attempt to notify all full-time seniority employees within the affected department has been made and such full-time seniority employees either refuse or are otherwise unavailable to perform such overtime.

Section 5. Time and one-half an employee's regular straight time hourly rate of pay shall be paid for all hours worked (holidays, vacations, paid funeral leave, paid sick leave, and paid business leave) in excess of forty (40) hours per work week. Under no circumstances shall there be any pyramiding of overtime pay.

ARTICLE XI - WAGES

Section 1. The job classifications and rate ranges applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Each employee on the active payroll of the Employer as of January 8, 1990, including Duke DePeel, will receive a one-time lump sum payment on or before January 18, 1990, in the amount of Two Hundred Dollars (\$200.00), not rolled into base wage and will be subject to appropriate deductions.

Section 2. If during the life of this Agreement a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in relation to established rate ranges for other job classifications covered by this Agreement, the Union shall have the right, within fourteen (14) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said fourteen (14) calendar days period, the rate range so assigned shall become permanent. In the event the parties cannot agree as to the appropriate rate, the issue shall be subject to the grievance procedure commencing with the third step thereof and the resulting rate of pay therefor shall be effective with the day the job was assigned.

Section 3. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified

in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 4. Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned.

Section 5. An employee who reports for work at the start of his regularly scheduled shift and is sent home because there is not work available for him shall receive two (2) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work he shall be guaranteed a minimum of two (2) hours of work or two (2) hours of pay in lieu thereof. This reporting pay provision shall not apply when the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such two (2) hour period refuses to perform the same.

Section 6. Due to the nature of work administered by the Employer and the importance of the work for the health and welfare of the public, it is understood and agreed the ability and willingness of any employee to work at any time is a material and conditional part of his employment subject to the provisions of the contract. Therefore, an employee who is called in outside his regular shift shall receive a minimum of three (3) hours of work or pay at his regular straight time hourly rate for reporting for such duty, provided, however, this provision shall not apply to employees who are called-in for periods of less than

three (3) hours prior to the start of their shift and who continue to work their regular shift thereafter. The Employer shall not send an employee home prior to the end of his regular shift to avoid the payment of overtime if the employee was called in less than three (3) hours prior to the start of his regular shift.

Section 7. For the duration of this agreement, the Employer agrees to participate in the Michigan Municipal Employees Retirement System, Plan B-1 in accordance with the terms and provisions established from time to time by the Municipal Employees Retirement Act. Eligible employees should make application therefor at least ninety (90) days prior to their anticipated date of retirement. All Employees may retire upon attaining age fifty-five (55). However, there shall be no mandatory retirement age so long as an employee is capable of satisfactorily performing his job.

Section 8. For the duration of this Agreement, the Employer agrees to continue the present level of group health insurance benefits with Blue Cross/Blue Shield, so long as the Commission deems it is reasonably possible for all regular full-time employees who have completed their probationary period, and for employees who qualify for retirement benefits pursuant to the Employees Retirement Plan between the ages of 62 and 65, on the same basis as existed immediately prior to the execution of this Agreement. In the event the Commission deems it appropriate to change insurance carriers, the Employer agrees to discuss the matter with the Bargaining Committee before the change is made.

In the event a change is made, the Union shall be provided with a certification that said insurance provides similar benefits to that which existed with Blue Cross/Blue Shield.

The Employer agrees that Great Lakes Health Care, HMO is available to its Employees.

- (a) The Employer agrees to provide a two dollar (\$2.00) deductible drug policy with an insurance carrier selected by the Employer, authorized to transact business in the State of Michigan.
- (b) Employees who are on a leave of absence pursuant to Article VII, Section 2, the Employer agrees to pay the monthly health premium for the month following the date the leave of absence was granted.
- (c) Employees that are collecting Worker's Compensation Benefits for an extended period of time or have been classified as permanently disabled, the Employer agrees to pay the monthly premium for health insurance and life insurance for a period of one (1) year after the date such Compensation began.
- (d) Employees who qualify therefor at the normal group rate, the Employer will provide \$2,000 group life insurance coverage.

ARTICLE XII - HOLIDAYS

Section 1. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the Employee's birthday, and the National Trout Festival Day shall be recognized as holidays for which the Employer will not normally schedule work. When any of the holidays occur on a Sunday, the following Monday shall be observed as the holiday and when the holiday falls on a Saturday, it shall be observed on the preceding

Friday. Qualified employees will receive eight (8) hours pay for each holiday.

Section 2. To be entitled to pay for the above days, an employee must work on the last scheduled work day preceding the holiday and the first scheduled work day following the holiday unless the employee is on an authorized vacation approved in advance of the start of such holiday or because of injury, illness or family death, any one of which occurred within ten (10) working days prior to the holiday or is recalled to work within ten (10) working days following the holiday. Should injury, illness or death in the family, or unforeseen circumstances make it impossible for the employee to notify the Employer in advance, the employee must show proof that his absence was unavoidable.

Section 3. When a paid holiday occurs during a vacation which has been requested in writing ten (10) days in advance, an employee will be paid for eight (8) hours at his straight time hourly rate for such holiday in addition to his vacation pay, but in no event shall this result in the employee receiving premium pay.

Section 4. All work performed on any of the above named holidays shall be paid for at one and one-half times (1-1/2) the employee's regular straight time hourly rate, plus the holiday

pay.

ARTICLE XIII - VACATIONS

Section 1. All regular full-time employees having completed one (1) or more years of continuous employment with the Employer since their last hiring date and have worked or have been paid for 1,040 hours or more, prior to their anniversary date during the vacation eligibility year shall receive vacation with pay in accordance with the following schedule set forth below:

- (a) If an employee works or is paid for less than 1,040 hours prior to his anniversary date, he will receive one-fortieth (1/40th) of the above vacation pay for each forty (40) hours worked.
- (b) Employees who, as of the anniversary date of their employment, have completed one (1) but less than three (3) years of continuous service since their last hiring date shall be entitled to five (5) days of vacation and their vacation pay shall equal eight (8) hours of pay for each day of vacation at their regular straight time hourly rate.
- (c) Employees who, as of the anniversary date of their employment, have completed three (3) but less than seven (7) years of continuous service since their last hiring date shall be entitled to ten (10) days of vacation and their vacation pay shall equal eight (8) hours of pay for each day of vacation at their straight time hourly rate.
- (d) Employees who, as of the anniversary date of their employment, have completed seven (7) but less than ten (10) years of continuous service since their last hiring date shall be entitled to fifteen (15) days of vacation and their vacation pay shall equal eight (8) hours of pay for each day of vacation at their

straight time hourly rate.

- (e) Employees who, as of the anniversary date of their employment, have completed ten (10) or more years of continuous service since their last hiring date shall be entitled to twenty (20) days of vacation and their vacation pay shall equal eight (8) hours pay for each day of vacation at their regular straight time hourly rate.

Section 2. Vacation time may not be accumulated from one year to the next, but must be taken within the eleven (11) months following the year in which it was earned, or be forfeited.

- (a) Vacation leave requests shall be made at least ten (10) days prior to the time the vacation is to start.
- (b) Vacations shall be scheduled on a seniority basis and shall be scheduled for the current year on or before June 1st. Any scheduling after that time shall be first approved by the Engineer-Manager and vacation days scheduled after November 1st shall be subject to rescission in the event of employment crew requirements.
- (c) No vacation time will be earned while an employee is on a leave of absence without pay.

Section 3. An eligible employee may take his vacation at any time after his anniversary date for which he qualifies for a vacation, except as limited above. Request for vacation periods may be for a period of not less than five (5) days except if an employee so desires, up to five (5) days vacation time may be taken one (1) day at a time. The Employer will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his request for vacation

time off, his request shall receive consideration.

Section 4. If two (2) or more employees request permission to take their vacation at the same time and one or more cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to February 1 of the year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to February 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off at the time they desire, provided, in the judgment of the Engineer-Manager, they can be spared from work.

Section 5. An employee who is sick or disabled will not be allowed to use vacation time so long as he has accumulated sick leave credits. Should an employee become sick during his scheduled vacation time, he may be permitted to change his vacation to a subsequent date, consideration of such is contingent upon prompt notice and proof of illness to the employee's immediate supervisor, and provided he later can be spared from work at the desired time off.

Section 6. If an employee, who is otherwise eligible for vacation with pay retires, dies, quits or is discharged on or after the anniversary date upon which he qualifies for such vacation with pay without having received the same, such employee or his estate will receive, along with his final paycheck, the vacation pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary

date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date. However, if an employee retires under the pension plan or dies prior to such anniversary date he, or in the latter case, his designated beneficiary, shall receive a pro-rated share (as of the date of retirement or death) of the vacation pay for which he would have qualified as of the following anniversary date.

ARTICLE XIV - SAFETY AND HEALTH

Section 1. The Employer and the Union, as part of the present Safety Program, will establish a Safety Committee consisting of two (2) hourly employees, two (2) supervisory employees, and a representative of the Board of Road Commissioners. The monthly Safety Committee meeting may be called by any member of said committee upon reasonable advance notice to the other members, which meeting shall commence not later than 2:30 p.m. The minutes of such safety meetings shall be posted on the bulletin boards and a copy given to the Local Union in order to keep everyone safety conscious. Unusual and extremely dangerous hazards and all serious violations of a safety practice shall be immediately reported, in writing, to the Engineer-Manager, who shall have the violation or hazard investigated and take appropriate action and report back to the Safety Committee within a reasonable period of time thereafter. Any employee detected not wearing the necessary protective clothing or utilizing the proper safety equipment or violating a safety rule or good safety prac-

tices shall be subject to disciplinary action, fine or in flagrant cases to discharge. The Union agrees to give its total support to the education of its members and enforcement of good safety practices.

Section 2. It is understood and agreed it shall be a condition of continued employment that every employee must meet any and all standards, regulations or license requirements of the State of Michigan.

Section 3. Physical and mental examinations may be required of all employees of the Employer, such examinations to be made by a physician chosen by the Employer. All present and future employees may be required to have a regular physical and mental examination at such intervals as shall be fixed by the Employer and when requested by the Employer prior to returning from absences due to illness or injury, such periodic examinations to be made by a physician chosen by the Employer, and shall be at the expense of the Employer. Employees required to report for physical or mental examinations shall be paid at their straight time hourly rate for the time required. If a physical or mental examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical or mental unfitness, the Employer reserves the right to require employees who are not physically or mentally fit to perform their duties satisfactorily to take either a sick leave or a leave of absence without pay. If the employee disagrees with such doctor's findings then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his

choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the Employer and the Union shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally between the Employer and the Union and his findings shall be binding on the employee, Employer and Union.

Section 4. The responsibility for reporting all on-the-job injuries rests squarely with the employees. An employee suffering an injury arising out of and in the course of his employment, who is required to leave his job will be paid from the time of his injury to the end of his shift on the day of such injury.

In the event such employee is required on days subsequent to the initial injury to report at the doctor's office during his regularly scheduled working hours for dressing or treatment of the injury sustained, he shall be paid his regular straight time hourly rate for such time as was necessarily lost for this purpose from his shift while reporting to the Employer's doctor.

ARTICLE XV - GENERAL

Section 1. The Employer shall have the right to make rules and regulations as it deems necessary. Rules considered unjust by the Union shall be subject to the grievance procedure.

Section 2. The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain

nothing of a political or defamatory nature.

Section 3. So long as an employee is classified as a supervisor by the Employer, he will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or in case of emergencies. It is understood and agreed that the purpose of this section is not to displace regular employees nor to regularly deny employees overtime or cause the layoff of regular employees. However, it is understood and agreed this section shall not preclude a supervisor who is called out at times other than his regular working hours from performing such work as may be necessary to take care of emergencies or correct a situation which does not require additional pieces of equipment which he would not normally use.

Section 4. The Employer will not subcontract work normally performed by the bargaining unit employees if and when, in its judgment, it has the available manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work can be performed by bargaining unit employees on an efficient and economical basis.

Section 5. Employees regularly assigned to and who work on the Tar Distributor shall be provided with clothing allowance of forty dollars (\$40.00) per season, which shall be paid to the employee at the conclusion of the seal-coat season. The Employer

will make available a pair of overshoes for the brine truck driver.

Section 6. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 7. The Employer agrees to provide three (3) sets of work clothes per week to Mechanics and those on the afternoon shift.

ARTICLE XVI - AGENCY SHOP AND DUES CHECK-OFF

Section 1. The check-off for initiation fees, periodic dues and assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Initiation fees of the Union, dues and assessments as designated to the Employer by the International Treasurer of the Union, shall be deducted by the Employer and remitted promptly (within ten (10) days) to the International Treasurer of the United Steelworkers of America, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, PA 15222.

Section 2. The Employer further agrees to forward a list of bargaining unit employees showing new hires and terminations simultaneously with the transmittal of the aforementioned deductions. The Employer agrees to turn over to the Financial Secretary of the Local Union a copy of the form sent to the International Treasurer each month.

Section 3. The Employer will continue to deduct dues and initiation fees at the rate in effect on January 1, 1976, until officially notified of a change as provided below.

Section 4. The sole authorized representative of the Union, for the purpose of certifying the amount of any change in monthly dues or initiation fees to be deducted by the Employer, shall be the International Treasurer of the Union.

Section 5. The Union shall indemnify and save the Employer harmless against any and all claims, demands or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 6. After the expiration of sixty (60) days of employment, all employees in the bargaining unit covered by this Agreement who do not elect to become members of the United Steelworkers of America, AFL-CIO-CLC, their exclusive bargaining representative, shall as a condition of employment pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which payment shall be limited to an amount equal to the Union's regular and established monthly dues. Employees who fail to comply with the

provisions of the foregoing will be subject to termination of employment should default in said payment exceed sixty (60) days.

Section 7. For the purposes of this Article, any unit employee, exclusive of temporary and summer employees, who works or is paid for forty (40) hours during the calendar month must be assessed the Union dues.

ARTICLE XVII - DURATION

This Agreement shall become effective as of the 6th day of January, 1989, and shall remain in full force and effect until 12:01 a.m. on the 6th day of January, 1993, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to its expiration or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

The authorized representatives of the parties hereto have executed this Agreement in Kalkaska, Michigan this 5TH day of FEBRUARY, 1990.

BOARD OF COUNTY ROAD
COMMISSIONERS OF KALKASKA
COUNTY, STATE OF MICHIGAN

Harold Deater
George Becker

Allan McCool

UNITED STEELWORKERS OF
AMERICA, AFL-CIO-CLC

Lynn R. Williams
Lynn R. Williams, President
George Becker
George Becker, International
Vice President-Administration
Leon Lynch
Leon Lynch, International Vice
President-Human Affairs

Edgar L. Ball
Edgar L. Ball, International
Secretary

James N. McGeehan
James N. McGeehan,
International Treasurer

Harry E. Lester
Harry E. Lester, Director,
District 29

James V. Hughes 3/7/90
James V. Hughes, Sub-District
Director

James Tuffts 3/7/90
James Tuffts, President, Local
Union 8287

David Hall 3-7-90
David Hall, Vice President,
Local Union 8287

George Nice 3-7-90
George Nice, Grievance Chairman

APPENDIX A

JOB CLASSIFICATION AND HOURLY RATES OF PAY

Section 1. The job classifications of employees and the prevailing wages therefor for the period commencing January 6, 1989, are listed below.

<u>1988-1989</u>	<u>Start</u>	<u>Six Months</u>	<u>One Year</u>
Apprentice/Part-time	\$7.84	\$8.69	\$8.79
Light Equipment	9.59	9.69	9.79
Medium Equipment	9.64	9.74	9.84
Heavy Equipment	9.74	9.79	9.89
Greaser (afternoon shift)	9.64	9.74	9.84
Mechanic	9.99	10.09	10.19
Mechanic Helper	9.59	9.69	9.79

Light Equipment: Trucks other than float trucks, mowers, rollers and light graders, chain saws, hand tools and miscellaneous equipment, and perform such other functions, and operate such other equipment as may be assigned from time to time.

Medium Equipment: Float trucks, tandem and tri-axel trucks, tar distributor, chip spreader, brush cutter, small end loaders, plus all light equipment requirements, and such other functions and operate such other equipment as may be assigned from time to time.

Heavy Equipment: Cranes or shovel, heavy graders, earth-movers, heavy tractors, and front end loaders. Gravel plant and shaker, plus all medium and light equipment requirements, and such other functions and operate such other equipment as may be assigned from time to time.

The job classifications of employees and the prevailing wages therefor for the period commencing January 8, 1990, are listed below:

Truck Driver: Trucks, mowers, rollers and light graders, chain saws, hand tools, miscellaneous equipment, float trucks, tandem and tri-axel trucks, tar distributor, chip spreader, brush cutter, small end loaders, plus all light equipment requirements, and such other functions and operate such other equipment as may be assigned from time to time.

Heavy Equipment: Cranes or shovel, heavy graders, earth-movers, heavy tractors, and front end loaders. Gravel plant and shaker, plus all truck driver requirements, and such other functions and operate such other equipment as may be assigned from time to time.

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
Truck Driver	\$10.09	\$10.19	\$10.29
Heavy Equipment Operator	10.29	10.34	10.44
Mechanic	10.54	10.64	10.74

Effective the first full payroll period after January 6, 1991:

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
Truck Driver	\$10.34	\$10.44	\$10.54
Heavy Equipment Operator	10.64	10.69	10.79
Mechanic	10.89	10.99	11.09

Effective the first full payroll period after January 6, 1992:

	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>
Truck Driver	\$10.69	\$10.79	\$10.89

Heavy Equipment Operator	10.99	11.04	11.14
Mechanic	11.24	11.34	11.44

Section 2. Longevity pay of an additional five cents (\$.05) per hour after five (5) years of service; ten cents (\$.10) per hour after ten (10) years of service; fifteen cents (\$.15) per hour after fifteen (15) years of service.

Section 3. Employees regularly working on the second or third shift shall be paid ten cents (\$.10) per hour in addition to the job classification rate.

Section 4. Truck Driver includes operating loader for loading own truck.