

Dec. 31, 1975

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 19<sup>74</sup>, by and between SCHOOLCRAFT COUNTY ROAD COMMISSION, located at Manistique, Michigan, party of the first part and hereinafter termed the "Employer", and LOCAL UNION NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at Escanaba, Michigan, party of the second part, hereinafter called the "Union".

WHEREAS, the purpose of this Agreement is to determine the hours, wages and other conditions of employment and to adopt measures for the settlement of differences and maintaining a cooperative relationship so as to have as much continuous employment for the Commission and workmen as possible without interruption or other labor trouble.

NOW THEREFORE, in consideration of the mutual promise hereinafter set forth, the Commission and the Union hereby agree as follows:

ARTICLE I

RECOGNITION, UNION SHOP AND DUES

SECTION 1. The Employer recognizes and acknowledges to the extent required by Act 379 of the Public Acts of 1965, that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement and listed in Schedule "A", for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION 2. (a) All present regular employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing of the Union as a condition of employment. All employees who are hired hereafter and who become regular employees shall become and remain members in good standing of the Union as a condition of employment on or after the 31st day following their achieving regular employee status.

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

(b) Union membership shall be available to all employees on the same generally applicable terms and conditions and any employee upon tendering payment of a sum equivalent to the regular initiation fee and dues shall be considered to be in compliance with the above requirements.

SECTION 3. The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of Local 328 and pay such amount deducted to said Local 328 for each and every employee who is a member of the Union, provided, however, that the Union presents to the Employer, authorizations signed by such employee allowing such deductions and payments to the Local Union as aforesaid.

Teamsters Union Local 328  
900 1st. Ave., South  
Escanaba, Mich. 49829

Schoolcraft County Road Comm. (Manistique)

## ARTICLE II

### EXTRA-CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours or working conditions of said employees or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE III

### WAGES

Attached hereto and marked Schedule "A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work and other details of employment. It is mutually agreed that the said Schedule "A" and the contents thereof shall constitute a part of this agreement.

## ARTICLE IV

### SENIORITY

SECTION 1. A listing of employees, arranged in the order of their seniority shall be posted on the bulletin board. Any disagreement shall be submitted to the Grievance Procedure.

SECTION 2. In a case of reduction in the force, the last employee hired shall be the first laid off, and in returning to work, the last employee laid off shall be the first rehired; and in no case shall any new help be hired until all employees are reinstated. This Section 2 does not apply to temporary employees.

SECTION 3. Seniority shall be broken only by discharge, voluntary quit, or layoff for more than two years. In the event of a layoff, an employee so laid off shall be given two weeks notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement.

An employee who without just cause refuses to report to work shall be deemed a voluntary quit.

Promotion shall mean upgrade to higher pay classification. Promotion is dependent upon opening, ability and seniority, with the final decision to be made by the Employer.

Promotions shall be posted in a conspicuous place on the bulletin board for a minimum period of five (5) days so all eligible employees may have the opportunity to bid on the job. All bids will be listed and posted on said board.

SECTION 4. Temporary employees shall be given first opportunity to qualify as regular employees, subject, however, to the unqualified right of the Employer to exercise a good faith and sole discretion in judging whether a temporary employee is to be employed for a length of time sufficient to qualify for regular employment.

ARTICLE V

DISCHARGE OR SUSPENSION

The employer shall not discharge nor suspend any employee without just cause. In the event of discharge or suspension, written notice thereof shall be given to the Union and the affected employee or employees.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that, except where in this agreement otherwise stated to the contrary, all grievances, disputes or complaints between the Employer and the Union, or any employee or employees, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and there shall at no time be any lock-outs, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work except as permitted hereunder or by applicable law.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2. Should any grievance(s) arise, the same shall be brought to Step 1 of the Grievance Procedure by the affected employee(s) within five days of occurrence.

STEP 1. By conference between the aggrieved employee, the steward or both, and his immediate supervisor.

STEP 2. By conference between the employee(s), steward, said supervisor and the superintendent (or the latter's designee).

Steps 1 and 2 shall be completed within three days. If not settled through Step 2, the employee(s) shall reduce such grievance to writing delivered to the superintendent (or the latter's designee). Not later than ten days after delivery of such grievance, Step 3 shall be given effect.

STEP 3. By conference between the Commission and such Union representative as is designated by the Union.

STEP 4. In the event the grievance is not settled through Step 3, it shall be referred to the State Labor Mediation Board for mediation to the extent made mandatory by applicable law.

ARTICLE VII

STEWARDS

The Employer recognizes the right of the Union to designate one job Steward and two Alternates. The Steward (and Alternates) shall be regular employees of the Employer.

The authority of the Steward (and Alternates) so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the Grievance Procedure;
2. The collection of dues when authorized by appropriate Local Union action;

3. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information,

(a) have been reduced to writing, or

(b) if not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns, or refusal to handle goods or any interference with the Employer's business.

The Steward and/or Alternates have no authority to take any action interrupting the Employer's operations.

The Employer recognizes these limitations upon the authority of Stewards and Alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing the aforesaid limitations, shall have the authority to impose proper disciplinary action, including discharge, in the event the Steward has taken unauthorized action, slow-down, or work stoppage in violation of this Agreement.

#### ARTICLE VIII

##### ABSENCE

SECTION 1. Any employee desiring a leave of absence from his employment shall secure written permission from both Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both Local Union and Employer. The Employee shall in writing state his reason for leave. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either Union or Employer. The period of absence shall be deducted from vacation credits of the employee.

#### ARTICLE IX

##### LIMITATIONS OF AUTHORITY AND LIABILITY

SECTION 1. No employee or Union member shall be empowered to call or cause any work stoppage, cessation of employment of any kind whatsoever, or interfere with Employer's operations.

SECTION 2. Any individual employee or group of employees who wilfully violate or disregard the grievance procedure set forth in ARTICLE VI of this agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

#### ARTICLE X

##### HEALTH AND WELFARE AND PENSION CLAUSE

The Employer shall continue its present program of contributions to the Michigan Municipal Employees Retirement System. Commencing with the Calendar year 1968, contributions to such plan shall be increased so as to qualify for Plan C-1.

The Employer will pay into the Association Life Insurance Company, Inc. the full insurance premium, including the upgrading agreed to in our current negotiations, for each employee (both single and married) plus any increase which may incur on the present policy.

Such contributions must be made for each week on each regular employee, even though such employee may work only part-time during such week.

If such an employee is laid off due to reduction in work force, or is absent because of sickness or off-the-job injury and notifies the Employer of such sickness or injury, the Employer shall continue to make said weekly contributions during such absence up to, but not in excess of eight consecutive weeks. If such absence extends beyond said eight week period, and all employees who are thus absent desire to continue participation in the plan, the Employer agrees to accept pre-payment of monies for the payment of such contributions, to the extent such pre-payment is tendered the Employer for a period not to exceed twelve (12) additional weeks. If an employee is absent due to on-the-job injury, the Employer shall continue to pay said weekly contributions on his behalf until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

If an employee is granted a leave of absence, the Employer agrees to accept from said employee, prepayment of monies for the payment of such contributions during such absence, to the extent such prepayment is tendered the Employer.

#### ARTICLE XI

##### PAID FOR TIME

All employees covered by this agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this agreement shall be minimums. Time shall be computed from the time that the employee register in, and until the time he is released from duty.

Employees called to work shall be allowed sufficient time, without pay, to report and shall draw full pay from the time of registering in. If not put to work, the employees shall be guaranteed two (2) hours pay at the rate specified in this agreement. If put to work, the employees shall receive four (4) hours work or pay equivalent thereto.

#### ARTICLE XII

##### PAY PERIOD

All regular employees covered by this agreement shall be paid in full twice each month. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

#### ARTICLE XIII

##### REPORTS

Any employee involved in any accident or mishap involving equipment of the Employer shall immediately report such accident or mishap to his supervisor or the superintendent, if such accident or mishap occasions loss or damage to equipment or property of the Employer or one or more third persons, or occasions personal injury to the employee or any third person. If requested by the Employer (including foreman, supervisor or superintendent), the employee, before starting his next work shift, shall make out and sign an informative written accident report setting forth therein

pertinent details, including, without limitation, the names and addresses of any known witnesses. Failure to comply with this Article XIII shall subject such employee to disciplinary action by the Employer.

#### ARTICLE XIV

##### SAFETY DEVICES

Employees shall utilize as intended such safety devices or apparel as is furnished by the Employer.

Prescription glasses will be replaced by the County providing a new doctor's prescription is provided. This paragraph shall not apply to part-time or summer help.

#### ARTICLE XV

##### MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, respectively, shall upon termination of such service be re-employed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

#### ARTICLE XVI

##### SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all lawful recourse in support of its demands, notwithstanding any provision in this contract to the contrary.

#### ARTICLE XVII

##### ILLEGAL DEDUCTIONS FROM EMPLOYEES PAY

It shall be considered a violation of this agreement for the Employer to deduct any money from the employee's pay, except deductions required by Federal or State laws, unless mutually agreed upon between the parties.

ARTICLE XVIII

WORKMEN'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims, when such claims are due and owing. The Employer shall provide Workmen's Compensation protection for all employees, even though not required by State Law.

ARTICLE XIX

UNION BULLETIN BOARDS

The employer agrees to accord the Union reasonable space on bulletin boards at Manistique and Seney for posting by the Union of official business of the Union.

ARTICLE XX

COST OF LIVING

All employees covered by this agreement shall be covered by the provisions of a cost of living allowance as set forth in this Section.

The amount of the cost of living allowance shall be determined and redetermined as provided below on the basis of the "Consumers Price Index for Urban Wage Earners", etc. (All Items), published by the Bureau of Labor Statistics, U. S. Department of Labor (1967 = 100) and referred to herein as the "Index". The base figure used in computing the cost of living adjustments shall be the Index reading for December 1973, to be released in January 1974.

The first cost of living allowance shall be effective the first pay period beginning on or after July 1, 1974, and shall be based on the change between the December 1973 Index figure and the May 1974 Index figure, and shall continue in effect for the duration of this contract. Thereafter during the life of the agreement, adjustments in the cost of living allowance shall be made annually on the basis of changes in the Index.

The second cost of living allowance shall be effective the first pay period beginning on or after July 1, 1975, and shall be based on the change between the May 1974 Index figure and the May 1975 Index figure.

The cost of living adjustment contained herein shall be determined as follows:

1. The base Index figure shall be the December 1973 (All Items) Index figure which will be released in January 1974.

2. The allowance shall be one cent (1¢) per hour for each .5 change in the Index from the base Index figure.

In the event the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to above, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index. No adjustments, retroactive or otherwise shall be made in the amount of the cost of living allowance due to any revisions which may be made later in the published figures for the Index for any month on the basis of which the allowance has been determined.

A decline in the Index shall not result in a reduction of classification base rates. Continuation of the cost of living allowance shall be contingent upon the continued availability of the official monthly Bureau of Labor Statistics Price Index in its present form and calculated on the same basis as the Index for December 1973, unless otherwise agreed upon by the parties. It is understood that the parties hereto may determine during the life of this agreement, what application shall be made of such cost of living increases in reference to where the same will be applied on provisions of this contract as referred to above.

ARTICLE XXI

TERMINATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 1974, to and including December 31, 1975.

It is understood and agreed between the parties that this agreement may be reopened December 31, 1975, for the purpose of negotiating changes and revisions in this agreement, providing at least sixty (60) days prior to December 31, 1975, the party desiring to reopen serves notice in writing upon the other party, advising that such party desires to negotiate changes and revisions in this agreement.

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

SCHOOLCRAFT COUNTY ROAD COMMISSION

TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 328

By S/ Robert C. Leny

By Raymond Langstad

S/ George Rubick

Business Agent

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SCHEDULE "A"

WORK WEEK: The work week shall begin at 12:01 A.M. Sunday and end at 12:00 Mid-night Saturday.

All employees shall be guaranteed forty (40) hours of work per week unless the employee is ill or absent of his own volition. When employees take time off of their own volition the guaranteed hours shall be reduced by the amount of time off. The guarantee shall not be construed so as to prevent discharge or layoff in the event of a decrease in the amount of work available.

All employees shall be allowed a fifteen (15) minute lunch period approximately in the middle of the first half shift at the time designated by the Employer.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half (1½) the rate of pay.

As to work in excess of forty (40) hours a week, such hours shall be equalized in so far as possible in the various job classifications. Employees assigned to a specific work area shall be called first. Any employee who works a run Saturday shall be the first called Sunday on the same run.

Time and one-half (1½) shall be paid for Sunday work.

HOLIDAYS: Regular employees shall receive their regular wages in the week the following named holidays occur: New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and one-half day on the day before Christmas. Should a holiday fall on Sunday, Monday shall be considered to be the holiday. In the event a holiday occurs while an employee is on sick leave, he shall receive holiday pay for the holiday and no charge will be made against his accumulated sick leave. If a holiday falls on Saturday, the preceding Friday shall be considered the holiday. Regular employees shall receive seven and one-half (7½) days paid holidays per year.

Employees called to work on a holiday shall receive a guarantee of four (4) hours at time and one-half (1½) his regular rate of pay. All holidays worked shall be paid at the rate of time and one-half (1½) their rate of pay.

VACATIONS: Employees who have been employed continuously by the employer for a period of one (1) year or more shall be entitled to vacation as provided for in the following table:

| <u>Years of Service</u> | <u>Vacation Allowance</u> |
|-------------------------|---------------------------|
| One (1)                 | 6 days                    |
| Three (3)               | 12 days                   |
| Ten (10)                | 15 days                   |
| Twenty (20)             | 20 days                   |

Effective January 1, 1973, one (1) additional day of vacation allowance will be granted for every year of service after twenty years of service.

The selection of vacation shall be by seniority and insofar as practicable, shall be at the time of employee's choice. However, the Commission may regulate the number of employees that may be off at any one time, to prevent curtailment or stoppages in essential work or projects.

Employees shall submit their vacation requests to their foremen two (2) weeks in advance of anticipated vacation.

Vacation will be paid at the employee's normal rate of pay.

SICK LEAVE: Sick leave benefits can be accrued at the rate of one (1) day per month in which the employee has worked at least twelve (12) days, and shall be accumulative to seventy (70) days.

Employees shall become eligible for sick leave benefits upon completion of one (1) year steady employment. Accumulation to commence after completion of the required six (6) months probationary service, only if uninterrupted from date of employment.

Sick leave will be granted eligible employees for detention at home or in a hospital by illness or disability due to causes as to which a dentist, physician or oculist is qualified to certify.

Sick leave will be granted eligible employees for occupation injuries or sickness to the extent of five (5) days only.

Sick leave pay to the extent of three (3) days will be granted eligible employees in case of death in the family. The term family to include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

Sick leave pay to the extent of one (1) day will be granted eligible employees to attend the funeral of relatives not listed.

Sick leave will be granted eligible employees in cases necessitating his absence from work for the purpose of transporting wife or immediate member of family regularly domiciled in the employee's household to an out-of-town clinic or hospital in excess of twenty-five (25) miles from point of employment, and presentation of a doctor's certificate for special medical or surgical attention.

At least one (1) hour before the commencement of his regular work shift, any eligible employee who intends to claim sick leave, shall notify his supervisor. As for sick leave of not more than one day duration, a supporting doctor's certificate shall not be required, except that if during any one calendar year, three (3) such one (1) day sick leaves are accorded an employee, thereafter during such calendar year an allowable sick leave of one (1) day duration shall require a doctor's certificate. A supporting doctor's certificate shall be required for an employee to be allowed sick leave of two or more consecutive days duration.

Upon retirement and for the sole reason of retirement only, one-half ( $\frac{1}{2}$ ) of the total accumulation in days (which shall not exceed thirty-five (35) remaining to the credit of an individual shall be paid him upon retirement. In the event of the death of an employee, whether from occupational injury, sickness or other cause, sick leave will be paid to the beneficiary at the same rate and in the same manner as would have been paid the employee had he retired the day preceding his death.

Employees normal wage rate shall apply when sick leave benefits are paid.

JURY DUTY: If an employee is called for jury duty, he shall be compensated for the difference between his regular rate of pay and the fees which he received for jury

duty. The employee shall notify the Employer within twenty-four (24) hours after being notified for jury duty. Management reserves the right to have the employee excused from such duty if deemed necessary.

CLASSIFICATION AND WAGE SCALES:

| <u>Classification Number</u> | <u>Classification</u>   |
|------------------------------|---|
| 1                            | Mechanics.  |
| 2                            | Actual operation of: Shovels, Dragline, Large Crusher, Bulldozers, 3½ Cubic Yard Loader, Sandblasting Machine, Dozer (D-17), and (Graders, when working on construction projects only). |
| 2A                           | Grader Operator (10,000 lbs. or more).  |
| 3                            | Small Graders, Hopto, Distributor, Skilled Labor.   |
| 4                            | Underbody Scrapers, Semi-Trailers, Dump Trucks, Plows, Trucks, Rollers, Loaders, Flat Beds, V-Bottoms, Highway Mowers, etc.   |
| 5                            | Watchman and Laborer.   |
| 6                            | Temporary Labor.  |

| <u>Classification Number</u> | <u>Wage Rates Effective:</u> | <u>January 1, 1974</u> | <u>January 1, 1975</u> |
|------------------------------|------------------------------|------------------------|------------------------|
| 1                            |                              | \$4.02 per hour        | \$4.22 per hour        |
| 2                            |                              | \$4.12 per hour        | \$4.32 per hour        |
| 2A                           |                              | \$3.87 per hour        | \$4.07 per hour        |
| 3                            |                              | \$3.82 per hour        | \$4.02 per hour        |
| 4                            |                              | \$3.72 per hour        | \$3.92 per hour        |
| 5                            |                              | \$3.62 per hour        | \$3.82 per hour        |
| 6                            |                              | \$2.48 per hour        | \$2.48 per hour        |

All employees other than mechanics shall be classified into Groups 2A, 3, 4, 5 and 6. The rates established shall cover all work performed for the Commission with the exception of Classification No. 2. Any employee assigned to operate equipment under Class 2 will receive the rate so established during such time equipment is operated, with a minimum of two (2) hours operation being required to qualify for a full day at such rate.

RATES FOR NEW JOBS: When a new job or piece of equipment is placed in an existing classification, the Employer will notify the Union upon establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper it shall be subject to negotiations.

| <u>Classification of Employees:</u> | <u>Effective:</u> | <u>January 1, 1974</u> | <u>January 1, 1975</u> |
|-------------------------------------|-------------------|------------------------|------------------------|
| <u>Classification No. 1</u>         |                   | \$4.02 per hour        | \$4.22 per hour        |

Arthur Lehman  
George Baker

Classification of Employees:    Effective:    January 1, 1974    January 1, 1975

Classification No. 2  
Determined by operation of units  
in group.

\$4.12 per hour    \$4.32 per hour  
Payable only when machines are in  
operation in field or on job. When  
repair work is performed in garage,  
basic rates will apply.

Classification No. 2A  
Anthony Klarich  
Donald Tennant  
Norman Burton  
Wayne Stanley

\$3.87 per hour    \$4.07 per hour

Classification No. 3  
Kenneth Edwards  
Albert E. Smith (Skilled Labor)  
Clifford Mott  
Jay Krummich  
James Boyd  
Richard Letson  
Patrick McNamara (Skilled Labor)  
Ralph Boudreau (Skilled Labor)  
William Krummich

\$3.82 per hour    \$4.02 per hour

Classification No. 4  
Walter Garvin  
John Rubick  
Harold Jewett  
Victor Vanderville  
George Hollingshead  
Bennie Davis  
Daniel Rutherford  
Leo Lawrence  
Bernard Poupore  
Raymond Tuttle  
Joel Peterson  
Louis Berry  
Paul Magnusson  
Timothy Tovey  
Eugene Schneider

\$3.72 per hour    \$3.92 per hour

Classification No. 5

\$3.62 per hour    \$3.82 per hour

Classification No. 6

\$2.48 per hour    \$2.48 per hour

SCHOOLCRAFT COUNTY ROAD COMMISSION

TEAMSTERS & CHAUFFEURS UNION LOCAL NO. 328

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