

A G R E E M E N T

Hillsdale

This agreement entered into this 31st day of May, 1972, by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF HILLSDALE (hereinafter referred to as employer) and LOCAL UNION #214 AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as union).

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer and the employees represented by the union.

Both parties realize that the continued job security of the employees and the interest of the community depend on the highest efficiency of the organization in establishing a proper service to the community. To these ends, the employer and union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE I.

RECOGNITION - UNIT - SECURITY

Section 1. The employer recognizes and acknowledges 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 the attached Schedule A.

Section 2. Persons not included in the bargaining unit are those persons vested with management or supervisory functions, such as office, clerical and engineering personnel; elected or

Hillsdale County Road Commission
Hillsdale, Michigan

appointed officers; superintendents; inspectors; foremen and other persons with similar functions of management and regular supervision.

Section 3. The employer recognizes and always has recognized the right of any employee to be affiliated with a labor organization of his choice and that no employee will be favored or discriminated against because of belonging to or not belonging to any particular organization. Membership in the union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the union as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.

ARTICLE II.

WAGES

Attached hereto and marked Schedule A is a schedule showing the classification and wage rates of the employees covered by this agreement. It is mutually agreed that said Schedule A and the contents thereof shall constitute a part of this agreement.

ARTICLE III.

DEDUCTION OF DUES

Section 1. During the period of time covered by this agreement, the employer agrees to deduct from the pay of any employee, other than probationary and seasonal employees, all dues of the union and pay such amounts deducted to the union; provided, however, that there is presented to the employer a written authorization executed by the employee on an authorization form provided by the union, a copy of which is attached to this agreement as Schedule B and incorporated herein as part of this agreement.

Section 2. A new employee shall work under the provisions of this agreement, but shall be employed only on a ninety-day trial basis, during which period he may be discharged without further recourse; provided, however, that the employer may not discharge or discipline for the purpose of evading this agreement. After ninety days, the employee shall be placed on the regular seniority list and shall be subject to the provisions of Section 1.

Section 3. The employer will deduct dues from each employee's pay on the first payday of each month. Dues deducted for any calendar month by the employer will be transmitted to the secretary-treasurer of the union at the union office located at 2801 Trumbull Avenue, Detroit, Michigan 48216 as soon as possible after payroll deductions have been made. With said dues, the employer shall furnish the union's secretary-treasurer a list of those employees whose dues have been deducted from their paychecks.

Where an employee who has signed the check-off authorization is not on the payroll during the week when deductions are to be made or who has no earnings or insufficient earnings during the week or is on leave of absence, double deductions will be made the following month.

Section 4. The union agrees to indemnify and save the employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for union dues or assessments from an employees' credit. The union will assume full responsibility for the disposition of money so deducted once it has been turned over to the union's office.

ARTICLE IV.

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 affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by this agreement.

ARTICLE V.

MANAGEMENT

Section 1. The managing of the Road Commission operation and the direction of the working forces, including the right to hire, suspend, promote, transfer or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons not inconsistent with this contract is vested in the employer. The determination and establishment or modification of performance standards for all operations, quality of workmanship required is reserved to the management. In the event of acquisition, disposition or change of equipment, management shall have the right to reduce the working force, if in the sole judgment of management, such reduction of force is fairly required; and nothing in this agreement shall be construed to limit or in any way restrict the right of management to adopt, acquire, dispose of, install, or operate new, used or improved equipment or methods of operation.

Nothing herein contained shall be intended or shall be considered as a waiver of any of the usual inherent and fundamental rights of management whether the same were exercised heretofore or not; and the same are hereby expressly reserved to the employer, subject to the limitations specifically imposed by this agreement.

Section 2. The right of the employer to make such reasonable rules and regulations not in conflict with this agreement as it may from time to time deem best in order to maintain order, safety and/or effective operation and after advance notice to the union, to require compliance herewith by employees, is recognized. Such

reasonable rules and regulations promulgated are hereby made a part of this agreement by reference as though they were fully incorporated herein. No rules or regulations shall be made which conflict with this agreement.

ARTICLE VI.

SUBCONTRACTING

The employer agrees not to subcontract any work which it is possible to perform with the existing men, equipment and facilities unless the facilities are over-scheduled or provided that the work can be subcontracted at a lesser cost. No subcontracting will be done if it would cause a layoff of any of the employees in the bargaining unit as of October 22, 1969.

ARTICLE VII.

SENIORITY

Section 1. All employees, except seasonal or temporary employees, shall serve a ninety-day probationary period and at the end of such time shall be placed on the regular seniority list and shall be eligible for all benefits within the contract.

Section 2. Seniority shall prevail in the layoff and rehiring of employees.

Section 3. The employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. The seniority date shall be the date hired except as otherwise herein provided.

Section 4. Seniority shall be defined as the length of continuous employment without interruption or break in service. Approved interruptions of service are: leaves of absence granted by the employer; military service; layoff due to lack of work or

funds; extended illness; and suspension where an employee is later reinstated.

An employee's absence without notice to the employer for a period of three consecutive work days shall be considered as the employee's resignation. In case of emergency, exceptions may be made by the employer.

Employees having the most seniority shall have preference for advancement, bidding, retaining and regaining employment in case of curtailment or expansion of the operation, subject to the individual qualifications of the employee. The steward shall be the last employee laid off.

Section 5. In the event of a layoff, an employee so laid off shall be given two weeks' notice of recall to work, mailed to his last known address by certified mail. 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.

Section 6. A seasonal or temporary employee is defined as an employee hired either seasonally or part time for a period of less than four months and designated as such to the union as a seasonal or temporary employee. Such an employee does not acquire any rights of a regular employee or probationary employee.

Section 7. An employee in a classification subject to the jurisdiction of the union who has been in the past or will in the future be promoted outside the unit and is thereafter transferred or promoted to a classification subject to the jurisdiction of the union shall not accumulate seniority while working in the supervisory position. An employee who is involuntarily transferred back to a job which is subject to the jurisdiction of the union shall be credited with the seniority while he was working

in the classification outside of union jurisdiction as if he had been working in a union job. An employee who voluntarily goes back to a job subject to union jurisdiction shall receive no credit for seniority purposes for time spent away from the union job but shall return with the same seniority as he had at the time of his transfer from the union job. It is further understood that no temporary demotions from supervisory positions will be made during temporary layoff.

ARTICLE VIII.

DISCIPLINARY ACTION

The employee will abide by reasonable rules of discipline promulgated by the employer and posted on the bulletin boards. The following action shall be taken upon infraction of rules:

Section 1. A warning slip will be given to an employee by the employer's supervisory personnel in writing for infractions of rules, violations of regulations and working conditions; a copy of the warning slip issued to any employee will be placed in the employee's personnel file. A copy will also be sent to the union.

Section 2. The employer reserves the right to suspend or discharge any employee for just cause and agrees to notify the union in writing within two working days of such suspension or discharge.

Section 3. The employee will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on his personnel record within two working days of the action taken.

Section 4. Three warnings or written reprimands within a period of one year constitute sufficient grounds for discharge.

ARTICLE IX.

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an alleged violation of a specific article or section of this agreement. It is mutually

agreed that all grievances shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work through the use of any method of lock-out or legal proceedings by either party. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the union.

The employer encourages an employee to informally discuss with board members or supervisory staff all matters with which he is dissatisfied.

An individual employee may present a grievance to the employer or its representative without the intervention of the union or its representative; provided, however, that any adjustment of this individual grievance shall not constitute a precedent for the adjustment of future similar grievances.

Section 2. Should any grievance arise, the following procedures and steps shall be taken:

Step 1. Within five working days of the time a grievance arises, the employee will present the grievance to his foreman. Within two working days after presentation of the grievance, the foreman will give his answer to the employee.

Step 2. If the grievance is not resolved in Step 1, the employee may within five working days of the receipt of the foreman's answer submit to the general foreman a signed, written "statement of grievance". A copy shall be given to the foreman involved at the same time. The statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this agreement alleged to be violated by

appropriate reference, shall state the contention of the employee and of the union with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved. The general foreman shall give the employee an answer in writing no later than five working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the general foreman, the union and/or the employee.

Step 3. If the grievance is not resolved at Step 2, the representatives of the employer, the employee and the union shall meet within a reasonable time not to exceed one week unless a longer time is mutually agreed upon between the parties to discuss the grievance.

Step 4. If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3 above, either the employer or the employee shall have the right to appeal the dispute by demanding arbitration. The party first demanding arbitration shall first give five days notice in writing to the other party of its desire to arbitrate. Each of the parties shall then select a representative of their own choosing who shall meet within five days to consider the grievance. On the day of the meeting, these parties shall either settle the grievance between themselves or shall submit the same to a member of the American Arbitration Association for binding arbitration as to the grievance. All costs incurred by the arbitrator shall be borne equally by the parties.

Section 3. Any grievance not advanced to the next step by the union within the time limit in that step or if no time

limit is specified, within two working days, shall be deemed abandoned. Time limits may be extended by the employer and union in writing, at which time the new date shall prevail.

ARTICLE X.

STEWARDS

The employer recognizes the rights of the union to designate a job steward and an assistant steward to act in the absence of the steward. The authority of the steward and assistant steward so designated by the local union shall be limited to and shall not exceed the following duties and activities:

(A) The investigation and presentation of grievances for his employer or the designated company represented in accordance with the provisions of the Grievance Procedure.

(B) The transmission of such messages and information which shall originate with and as authorized by the local union or its officers; provided that such messages and information:

- 1) Have been reduced to writing, or
- 2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference with the employer's business.

(C) The stewards during working hours without loss of time or pay may in accordance with the terms of this section investigate and present grievances to the employer upon having advised their foreman of the same; provided that they shall not use unreasonable time to investigate the grievances. The foreman will grant permission and provide reasonable time for the stewards to leave their work for these purposes. The privilege of stewards' leaving their work

during working hours without loss of time or pay is subject to the understanding that time will be devoted to the proper handling of grievances and will not be abused and the steward will perform his regularly assigned work at all times except when it is necessary to leave his work to handle grievances as provided herein.

(D) The authority of the union steward or assistant steward in the steward's absence shall be limited to acts or functions which the steward is authorized to perform by this agreement.

ARTICLE XI.

ABSENCE

Section 1. Any employee desiring a leave of absence from his employment must present a written request setting forth a just reason for desiring a leave of absence and the employee must secure written permission from the employer. The maximum leave of absence shall be for thirty days, but it may be extended for like periods.

Section 2. The employer shall give reasonable time off without pay, without discrimination or loss of seniority rights to the steward to attend a labor convention or serve in any capacity on other official union business; provided forty-eight hours written notice is given to the employer by the union specifying the length of time off for union activities. There shall be no disruption of the employer's operations caused by the absence of the steward.

ARTICLE XII.

STRIKES AND LOCKOUTS

During the term of this agreement, the employer will not engage in a "lockout". The parties acknowledge that under the

provisions of the Public Employment Relations Act of the State of Michigan, employees are not allowed to strike. In the event that an employee engages in a slow-down, strike or other interruption of work and said slow-down, strike or other interruption of work continues for a period in excess of twenty-four hours, the employee may be summarily discharged without recourse through the other provisions of this agreement.

ARTICLE XIII.

GENERAL

Section 1. Authorized representatives of the union shall be permitted to visit the operation of the employer during working hours to talk with the steward or representatives of the employer concerning matters covered by this agreement, as long as said visits do not interfere with the progress of the work force.

Section 2. The employer agrees that employees will be trained to operate the backhoe and that no foreman will work on the backhoe on overtime unless a crew is called in except in the case of an emergency and when the foreman is unable to reach a member of the crew.

Section 3. The union shall have the right to examine work records pertaining to the compensation of employees in the union whose pay is in dispute or any other records of the employer pertaining to specific grievances at such reasonable times to be set by the employer.

Section 4. Employees shall be paid according to bi-weekly pay periods. The employee shall be provided with an itemized statement of earnings and all deductions made for any purpose.

Section 5. Should the employer require an employee to give bond, a cash bond shall not be compulsory and any premium involved shall be paid by the employer.

Section 6. The employer agrees to furnish and maintain seven uniforms per pay period free of charge for mechanics; and further agrees to furnish five uniforms per pay period free of charge for stock clerks, custodians and janitors.

Section 7. Raincoats, hard hats, hip boots, waders, safety equipment, etc. will be furnished by the employer when in the opinion of management conditions warrant. In work involving overhead danger, it shall be mandatory that hard hats be worn by the employees at all times who are engaged in such work.

Section 8. When new types of equipment for which rates of pay are not established by this agreement are put into use and operated by men in the union, rates governing operations shall be negotiated between the parties. The rates will be based on rates for comparable equipment and shall be established within thirty days of the time the new equipment is put into use.

Section 9. There shall be a ten-minute washup period at the end of each shift and soap will be provided where needed.

Section 10. The employer shall provide a bulletin board in the garage facility at Hillsdale, Michigan, for the joint use of the employer and employees hereunder. The board shall be used for the posting of seniority lists and for official union business as well as for employer business. Notices posted by either the employer or union shall bear the signature of a responsible representative of either the employer or union.

Section 11. When an employee is required by the employer to provide his own transportation, he shall receive an allowance of 10¢ per mile for transportation after he reports to his assigned job location. The employer may assign a different job location to the employees; provided, however, that he gives two days prior notice to the employee and union. In assigning a new job location, the employer will take into consideration the geographical location of the employee's home.

Section 12. Vacancies occurring in any position in the union shall be posted on the bulletin board for not less than five days. The successful bidder will be notified. Vacancies will be filled according to county-wide seniority; provided that the senior man has the ability to perform the work and adequately fill the vacancy.

Section 13. A successful bidder shall be given a probationary period up to sixty days to qualify on the job during the season for which the equipment is used. The employee will receive the appropriate rate of pay for the classification according to Schedule A. In the event the employee cannot qualify, he shall be returned to his former position and his former rate of pay.

Section 14. The employer will reserve the right to fill vacancies from outside the union, provided that no employee can fill the vacancy within sixty days or no bids are received from the employees in the union within five days after posting.

Section 15. An employee will receive the rate of pay attributable to his assigned class; provided, however, that in case an employee works in a class which draws a higher rate of pay than his assigned class for a period in excess of two weeks during each calendar year covered by this contract, the employee will receive the higher rate of pay for all times worked in the higher paying class in excess of the two-week period.

Section 16. Seniority shall apply in filling temporary job openings due to illness, emergency leave, vacations, temporary work increases, weather, etc., provided the employee involved is capable of performing the work involved.

Section 17. The employer will fill all classification vacancies as soon as possible.

Section 18. 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 for the entire day, even if he is forced to leave his job before the day is completed.

Section 19. A ten-minute on the job site coffee break shall be allowed each employee during each one-half day of work. Employer's work rules shall specify the times during which coffee breaks may be taken.

Section 20. Mandatory retirement age for each employee is 65 years. In the event a senior employee is not able to perform his assigned duties, the employer shall attempt to find a position for such an employee in the lower job classification or require his early retirement.

ARTICLE XIV.

MAINTENANCE OF STANDARDS

Conditions of employment relating to wages and hours of work in existence at the time of this agreement shall be maintained by the employer and union. Any errors made in drafting this agreement shall be corrected by the parties. The parties realize that from time to time it will be necessary for the employer to promulgate numerous changes in work rules which shall become a part of this contract as if fully set forth herein.

ARTICLE XV.

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The employer shall not require employees to take out on the streets and highways any vehicle which is not in safe operative condition or equipped with the safety devices prescribed by law. In the case of a dispute as to whether equipment is in safe operating condition, the opinion of the head mechanic shall be given prime consideration and shall be decisive.

Section 2. Under no circumstances will an employee unnecessarily be required or assigned to engage in an activity involving dangerous conditions of work or danger to persons or property in violation of an applicable statute, court order or governmental regulation relating to safety of persons or equipment.

Section 3. Any employee involved in any accident shall immediately report the accident and physical injuries sustained. An employee before starting his next shift shall make out an accident report in writing on forms furnished by the employer and turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision will subject such employee to disciplinary action by the employer.

Section 4. It is the duty of the employee and he shall immediately or no later than at the end of his shift report all defects in equipment. Such reports will be made on a suitable form furnished by the employer. The employer will not ask or require any employee to take out equipment which has been reported by any other employee as being in an unsafe operating condition until it has been approved as being safe by the head mechanic.

ARTICLE XVI.

MILITARY SERVICE

Section 1. Employees inducted into the Armed Forces of the United States will receive a leave of absence without pay for the period of service required by the original induction. Upon their honorable discharge and if physically fit to perform the duties of the position which they held prior to entering the military service, such employees will be reinstated to their former position or comparable position, provided they make formal application for reinstatement within ninety days after date of military service discharge. During the time he is in the Armed Forces in accordance with this paragraph, the employee will not gain seniority; however,

he shall be returned to the seniority list at the same position he was when he left to enter the Armed Forces.

Section 2. Regular employees who are members with active status in the Armed Force Reserve Unit or National Guard Unit and who participate in a military annual unit training not to exceed ten working days annually shall receive a leave of absence without pay for the time they enter into their annual training.

ARTICLE XVII.

SAVINGS CLAUSE

In the event that any provision of this agreement shall be at anytime declared invalid by any court of competent jurisdiction, it shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. The parties shall negotiate for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XVIII.

COURT AND FUNERAL LEAVE

Section 1. An employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay, if any.

Section 2. In the case of a death in the immediate family, an employee may take up to three workdays leave of absence with pay. Immediate family is defined as including father, mother, sister, brother, child, wife or husband, mother-in-law, father-in-law and grandparents. In case of a death to either a brother-in-law or sister-in-law, an employee may take one working day leave of absence.

ARTICLE XIX.

HOLIDAYS

Section 1. All union employees will be eligible to receive daily pay based on their regular job classification pay for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

Section 2. The employee must work the preceding day before the holiday and the succeeding day after the holiday in order to receive holiday pay, except in cases of excused absence, leave or emergency.

Section 3. Employees required to work on an approved holiday shall be paid at the rate of doubletime and one-half.

Section 4. Should a paid holiday fall on Saturday, the Friday preceding that day will be taken as a paid holiday, and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 5. Paid holidays that fall within an employee's vacation period will not be considered part of the vacation and shall be taken by extending the vacation period one day for each such holiday.

ARTICLE XX.

VACATIONS

Section 1. All regular fulltime employees shall be entitled to vacation time with pay figured on base rate in accordance with the following schedule:

(A) Employees who have completed one year of service shall be granted ten workdays vacation without loss of pay.

(B) Employees who have completed ten years of service shall be granted fifteen workdays of vacation without loss of pay.

(C) Employees who have completed twenty years of service shall be granted twenty working days vacation.

Section 1A. During the second contract year, employees will receive the following vacations:

(A) Employees who have completed one year of service shall be granted ten workdays vacation without loss of pay.

(B) Employees who have completed eight years of service shall be granted fifteen workdays vacation without loss of pay.

(C) Employees who have completed twenty years of service shall be granted twenty workdays vacation without loss of pay.

Section 1B. During the third contract year, employees will receive the following vacations:

(A) Employees who have completed one year of service shall be granted ten workdays vacation without loss of pay.

(B) Employees who have completed six years of service shall be granted fifteen workdays vacation without loss of pay.

(C) Employees who have completed twenty years of service shall be granted twenty workdays vacation without loss of pay.

Section 2. Computation of vacation days will be made on January 1st of each year based on the number of years of service completed by each employee during the preceding calendar year; provided, however, that on the first anniversary date of hire a new employee will be eligible to receive during the balance of that calendar year, vacation earned during the preceding calendar year on a prorated basis.

Section 3. Employees who lose time due to medical leave up to a maximum of six months shall receive their vacation as though the time was spent working.

Section 4. Vacation days can be accumulated only for the succeeding year.

Section 5. In case of retirement, resignation, discharge or death, an employee or his estate will be paid for all vacation days which have accumulated to his credit.

Section 6. Vacation selection shall be year round and can be taken on a no less than one-day basis. Vacation schedules will be worked out as far in advance as possible, with a minimum of two weeks advance notice required. The employer retains the authority to limit the number of employees taking vacation at any one time and seniority shall be given a prime consideration in restricting vacation time.

ARTICLE XXI.

SICK LEAVE

Section 1. Each employee with one year of service or more shall be allowed sick leave at full pay at the rate of one day per month. Sick leave may be accumulated to 120 days.

Section 2. Sick leave benefits will be paid only when the employee is ill and unable to reasonably work. The employer may require a doctor's certificate to justify sick leave pay. Sick leave may be likewise taken for severe sickness of wife or children necessitating the employee's presence at home or in the hospital.

Section 3. Misuse of sick leave by employees shall be sufficient cause for disciplinary action.

Section 4. Upon retirement because of age or inability to work when the employee does not leave to take another job, the employee shall be paid one-half of all accumulated sick leave benefits.

ARTICLE XXII.

HOURS OF WORK

Section 1. The regular workday shall consist of 8-1/2 hours.

Section 2. The normal workday shall start at 7:00 a.m. and end at 4:00 p.m., with the employer to designate in the work rules the exact time for a thirty-minute lunch period. The employer reserves the right to move the starting time or quitting time one hour either way, providing that he gives at least one week notice.

Section 3. The regular work week shall consist of five consecutive days or 42-1/2 hours per week. A base week shall begin at 12:01 a.m. Monday and run through 12:00 p.m. midnight Sunday.

Section 4. Employees shall be paid time and one-half the regular rate for all hours worked in excess of 8-1/2 hours per day.

Section 5. When an employee is called in to work at anytime other than his regularly designated or scheduled shift, he shall be entitled to a minimum of two hours work at one and one-half times his regular pay rate, or if such work does not extend for two hours, he nevertheless shall be paid for two hours work at the time and one-half rate.

Section 6. An employee who reports for work at his regular starting time and who has not been given at least eight hours previous notice not to report shall receive a minimum of one-half day's pay at straight time.

ARTICLE XXIII.

INSURANCE

Section 1. The employer will provide a \$3,000 life insurance policy insuring the employee's life during the first year of this contract, and during the second and third years of this contract, the employer will provide a \$5,000 life insurance policy on the life of the employee.

Section 2. The employer may at his option provide a sickness and accident policy similar to the one currently in force

providing benefits not less than the policy currently in force.

Section 3. The employer shall provide the pension plan which is currently in force and in addition thereto shall obtain the increased benefits for each employee which are available based on an increased contribution per employee of \$16.00 per month, one-half of which shall be paid by the employer and one-half of which shall be paid by the employee. Each employee shall sign a wage reduction agreement for \$8.00 per month on a form to be provided by the employer.

Section 4. The employer will provide Blue Cross-Blue Shield group medical insurance for the employee, his spouse and the children living with him under the age of eighteen years; provided that the employer shall not provide coverage for the family members who are already covered by Blue Cross-Blue Shield. Blue Cross-Blue Shield coverage will be the same coverage as is currently in force which provides for "ward room".

ARTICLE XXIV.

TERMINATION OF AGREEMENT

Section 1. This agreement shall commence January 1, 1972, and shall remain in full force and effect until December 31, 1974, and from year to year thereafter unless changed or terminated in the manner hereinafter provided. Each yearly anniversary date referred to in this contract shall be December 31st of each calendar year during the life of this contract.

Section 1A. The following items may be reopened at either parties' option as hereinafter provided at the expiration of either the first or second contract years: number of holidays; minimum call-back pay; contributions to the pension plan; Blue Cross-Blue Shield coverage; and wages.

Section 2. Either party desiring to change or terminate this agreement or reopen the negotiable items set forth in the

preceding paragraphs, must notify the other party in writing at least sixty days and not more than seventy-five calendar days prior to the date of change, termination or reopening.

Section 3. Whenever notice is given for changes, the nature of the changes desired must be specified at least thirty days after receipt of such notice and negotiations started within thirty days after such receipt of notice unless a different date is mutually agreed upon by the parties hereto. Such changes will not be subject to grievance procedure or arbitration.

Section 4. Pay raises granted in this contract shall be retroactive to November 14, 1971.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives as of the day and year first above written.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF HILLSDALE

by Charles Bishop
Charles Bishop - Chairman

by James Taylor
James Taylor

by Lynn Smith
Lynn Smith

NEGOTIATING COMMITTEE

Eli E. Ensign
Eli E. Ensign

Dennis Draggoo

LOCAL UNION #214 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA

by Joseph Valenti
Joseph Valenti - President

by Paul Gully
Paul Gully

SCHEDULE A

WAGES

<u>CLASSIFICATION</u>	<u>WAGE</u>
Starting labor	3.11
Labor (after sixty days)	3.21
Labor (after six months maximum), custodian	3.26
Light truck (5 yards or under)	3.31
Heavy truck, utility man	3.36
Stock clerk, tire & tank wagon drivers, light grader operator	3.41
Heavy equipment (except crane)	
beginning	3.41
after six months	3.46
after one year	3.51
Crane operator	
beginning	3.46
after six months	3.51
after one year	3.56
Mechanics (required to furnish own small tools)	3.51
Lo-boy driver is to be paid according to the pay class for the equipment he is hauling	

THE FOLLOWING CLASSIFICATIONS ARE SEASONAL ONLY AND THE WAGE RATE FOR THE RESPECTIVE CLASSIFICATIONS WILL BE PAID ONLY DURING THE PERIOD OPERATED:

Sweeper, bush hog, brush chippers, spray unit	3.31
Distributor operator, roller operator, winter-night patrolman, weigh-master	3.36
Distributor truck driver, back-hoe attachment	3.41
Self-propelled chip spreader	
first season	3.41
second season	3.46
third season	3.51

ADDENDUM TO AGREEMENT
BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
AND
LOCAL 214 TEAMSTERS UNION

It is mutually agreed between the parties that the Agreement which was entered into between the parties to which this Addendum is attached, was entered into as a result of fact finding recommendations and that the fact finding recommendations called for a twenty-five cents (\$.25) per hour wage increase for each classification covered by this contract.

It is the Road Commission's position that at the present time under the price regulations in effect, the parties can authorize only an eighteen cent (\$.18) per hour wage increase which is the amount called for in this contract. It is, therefore, mutually agreed between the parties that the Teamsters, without opposition from the employers, are in the process of trying to obtain approval of the full twenty-five cent (\$.25) per hour wage increase and that the parties hereto, both the employer and the union will if the Pay Board approves the same, increase the wages called for in this contract up to twenty-five cents (\$.25) per hour, said increase to be retroactive to the same time as was the eighteen cent (\$.18) per hour wage increase given by this contract.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized representatives this 13TH day of JUNE, 1972.

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF HILLSDALE

by Charles Bishop
Charles Bishop - Chairman

by James Taylor
James Taylor

by Lynn Smith
Lynn Smith

NEGOTIATING COMMITTEE

Eli E. Ensign
Eli E. Ensign

Dennis Draggoo

ADDENDUM TO AGREEMENT BETWEEN
BOARD OF COUNTY ROAD COMMISSIONERS
AND LOCAL 214 TEAMSTERS UNION

It is mutually agreed between the parties that the agreement heretofore entered into between the parties dated May 31, 1972, is on this date hereby amended in the following respects and particulars:

1. Wages covering the employees in the bargaining unit are set forth in "Amended Schedule A" which is attached hereto and made a part hereof. Said wages are to be effective January 1, 1973.

2. Article XIX, Section 1, having to do with holidays is hereby amended to read as follows:

Section 1. All union employees will be eligible to receive daily pay based on their regular job classification pay for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, the Tuesday of fair week during the Hillsdale County Fair, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

3. Article XXII, Section 5, of the original contract shall be amended to read as follows:

Section 5. When an employee is called in to work at anytime other than his regularly designated or scheduled shift, he shall be entitled to a minimum of three hours work at one and one-half times his regular pay rate or if such work does not extend for three hours, he nevertheless shall be paid for three hours work at the time and one-half rate.

IN WITNESS WHEREOF, the parties hereto have caused this addendum to be signed by their duly authorized representatives this 5th day of January, 1973.

LOCAL UNION 214 AFFILIATED
WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF HILLSDALE

AMENDED SCHEDULE A

<u>CLASSIFICATION</u>	<u>WAGE</u>
Starting Labor	3.32
Labor (after sixty days)	3.42
Labor (after six months maximum), custodian	3.47
Light truck (5 yards or under)	3.52
Heavy truck, utility man	3.57
Stock clerk, tire & tank wagon drivers, light grader operator	3.62
Heavy equipment (except crane)	
beginning	3.62
after six months	3.67
after one year	3.72
Crane operator	
beginning	3.67
after six months	3.72
after one year	3.77
Mechanics (required to furnish own small tools)	3.72
Lo-boy driver is to be paid according to the pay class for the equipment he is hauling	

THE FOLLOWING CLASSIFICATIONS ARE SEASONAL ONLY AND THE WAGE RATE FOR THE RESPECTIVE CLASSIFICATIONS WILL BE PAID ONLY DURING THE PERIOD OPERATED:

Sweeper, bush hog, brush chippers, spray unit	3.52
Distributor operator, roller operator, winter-night patrolman, weigh-master	3.57
Distributor truck driver, back-hoe attachment	3.62
Self-propelled chip spreader	
first season	3.62
second season	3.67
third season	3.72

Hillsdale County

SALARY SCHEDULE AND GRADE SCHEDULE

Hillsdale County

County 5-19-67

CLASSIFICATION	SALARY GRADE							
	1	2	3	4	5	6	7	8
YEARS OF EXPERIENCE WITH COUNTY								
Begin year.	1	2	3	4	5	6	7	8
Clerk-Typist	\$4,000	4,200	4,300	4,400	4,500	4,600		
Jr. Bookkeeper	\$4,400	4,500	4,600	4,700	4,800	4,900		
Jr. Dep. Co. Clerk								
Jr. Dep. Co. Treasurer								
Jr. Dep. Reg. Deeds								
Dep. Probate Reg.								
Sheriff's Clerk-Typist								
Jr. Agriculture Sec.								
Sr. Bookkeeper	\$4,600	4,700	4,800	4,900	5,000	5,100	5,200	
Sr. Dep. Co. Clerk								
Sr. Dep. Co. Treasurer								
Sr. Dep. Reg. of Deeds								
Probate Reg.								
Tax Office Clerk								
Sr. Agriculture Sec.								
Sr. Dep. Drain Comm.								
Clerk Board of Commissioners	\$4,700	4,900	5,000	5,100	5,200			
Legal Secretary								
Prosecutor's Office	\$4,700	4,900	5,000	5,100	5,200			
Friend of the Court								
Undersheriff	\$6,200	6,300	6,400					
Deputy Sheriff	\$5,800	6,000	6,100					
Matron	\$3,100							
Maintenance Man	\$4,100	4,300						
Custodian	\$4,000	4,200						
Sr. District Court Clerk	\$4,600	4,700	4,800	4,900	5,000	5,100		
Jr. District Court Clerk	\$4,400	4,500	4,600	4,700	4,800	4,900		
District Court Legal Sec.	\$4,700	4,900	5,000	5,100	5,200			
Veterans Counselor	\$5,000	5,100	5,200					

LABOR AND INDUSTRIAL RELATIONS LIBRARY Michigan State University

Plus 5% Cost of Living which is to be in effect from January 1, 1972 to December 31, 1972

SALARY SCHEDULE

Hillsdale

	SUPPLEMENT	SALARY
CIRCUIT JUDGE		
DISTRICT JUDGE		
PROBATE JUDGE		
CIRCUIT COURT REPORTER	\$ 2,000	\$ 9,000
FRIEND OF THE COURT		7,500
PROSECUTING ATTORNEY		14,000
ASST. PROSECUTING ATTORNEY		9,500
COUNTY CLERK		8,500
COUNTY TREASURER		8,500
REGISTER OF DEEDS		7,000
DRAIN COMMISSIONER		6,700
SHERIFF		8,000
EQUALIZATION DIRECTOR		7,750 ^{8,500}
DOG WARDEN		5,000

EFFECTIVE JANUARY 1, 1972