

4404

6/30/99

AGREEMENT

BETWEEN

UNITED STEELWORKERS OF AMERICA
LOCAL UNION 14557

AND

BENZIE COUNTY ROAD COMMISSION

Effective: July 1, 1997
Terminates: June 30, 1999

Benzie County Road Commission

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AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of November, 1997, by and between the BOARD OF COUNTY ROAD COMMISSIONERS of Benzie County, Michigan, hereinafter referred to as the BOARD or EMPLOYER, and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter referred to as the UNION.

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

ARTICLE 1

Recognition

1. Subject to Federal Laws and the laws of the State of Michigan, the Board recognizes the Committee as hereinafter designated as the representative of its employees for the purpose of collective bargaining relative to wages and other conditions of employment.

2. The Board agrees that it will not interfere with the right of its employees to become members of the United Steelworkers of America, AFL-CIO-CLC, that neither the said Board nor any of its agents will exercise discrimination, interference, restraint, or coercion against any member of said Union. Membership in the Union shall not be a condition of employment.

3. The Board agrees it will recognize a committee of three (3) regular employees elected according to the United Steelworkers of America Elections Manual by the non-supervisory, non-clerical employees of the Benzie County Road Commission.

The duties of the Committee shall be to take up with responsible agents of the Board all grievances from the employees and to settle them to the best of their ability. Every effort shall be made by both the Board and its agents and the Committee and its agents to adjust grievances with the least possible delay.

4. All collective bargaining with respect to wages, hours, working conditions and other terms of employment shall be conducted by authorized representatives of the Board and the Union.

ARTICLE 2

AGENCY SHOP CLAUSE

After the expiration of the probationary period, 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 payment exceed sixty (60) days.

1. (a) Any employee, exclusive of salaried, clerical, and seasonal employees, who works or is paid for forty (40) hours during the calendar month must pay Union dues.
- (b) Check-off. 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 Board by the International Treasurer of the Union, two (2) hours average hourly pay per member, shall be deducted by the Board and remitted promptly within ten (10) days to the International Treasurer of the United Steelworkers of America, AFL-CIO-CLC, at an address which he authorizes for this purpose.

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

3. 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 Board shall be the International Treasurer of the Union.

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

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution

of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated to the Manager by the Employer, are hereby recognized.

Section 2. Except as in the Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate all of its operations and activities. Among the rights of management included only by way of illustration and not limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish and update work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools and equipment to be used and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment, and institute changes, supplies to be used and purchased; to contract or sub-contract or purchase any or all work or the construction of

any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to establish work schedules; and in all respects, to carry out the ordinary and customary functions of management.

Section 3. The Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish rules and regulations and penalties for violation of such rules; to make judgments as to ability and skill; to determine work loads; to provide and assign relief personnel.

Section 4. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a claim reasonably and logically founded on a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation and be signed by the employee and Union steward. The Union may file a class action grievance on behalf of the membership.

Section 2. Rules of Grievance Processing:

a. All grievances must be filed within five (5) work days after the occurrence of the circumstance(s) giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist. "Work" day is defined as Monday through Friday, excluding Saturdays, Sundays and Holidays.

b. The designated Union stewards shall be permitted to participate in conferences with the Manager during regular working hours without loss of pay for the purposes of processing grievances: provided however, there is no interference with the necessary business of the Employer. Whenever a steward desires to make use of this privilege, the matter of absence from duty shall first be arranged for by the employee with his/her supervisor.

c. Grievances will be submitted on a uniform grievance form.

d. A grievance not timely filed or appealed to the next higher step within the appropriate time limit shall be deemed permanently denied.

e. A grievance not answered by the Employer within the time limit provided may be advanced to the next step when the time for the Employer's answer has expired. The Employer agrees to provide an answer to the grievance.

f. The time limit specified in each step of the grievance procedure may only be extended by mutual agreement in writing.

g. The parties will endeavor to exchange information available to each other at each step of the grievance procedure prior to the Step 3.

Section 3. Steps of the Grievance Procedure:

STEP 1: Any employee or steward having a complaint shall first take up the matter with the Manager or his/her designee. An oral decision by the Manager will be provided within three (3) working days.

STEP 2: If the decision of the Manager or his/her designee is unsatisfactory to the aggrieved employee or the Union, the grievance shall be reduced to writing and submitted to the Manager within three (3) work days after receipt of the oral answer in STEP 1. The Manager or his designated representative will sign for the grievance and return promptly the local's and International's copies of the grievance to the Local President. The International Union may, within ten (10) calendar days after the filing of the grievance at STEP 2, request a meeting to be held between not more than three (3) employees of the Local and the International representative and the Manager or his/her designee and Employer representatives to discuss the grievance. Said meeting will be held at an agreed upon date to discuss the grievance(s) and attempt to arrive at a satisfactory settlement. The Manager or his/her designee shall, within ten (10) working days after said meeting, give his/her written answer to the local Union President and the International Union representative.

STEP 3: In the event the grievance is not satisfactorily settled in STEP 2, the Union or the Employer may request arbitration as hereinafter provided for in this Agreement. The party desiring arbitration must file for arbitration in writing

within ten (10) calendar days of the day the written disposition was given or due under the last step of the grievance procedure provided for in this Agreement. In the event that a party should fail to timely file for arbitration, the matter shall be considered as settled on the basis of the disposition made in the last preceding step of the grievance procedure.

A party desiring arbitration must submit the matter to the Federal Mediation and Conciliation Service requesting that an arbitrator be selected with its assistance and under the rules of the Federal Mediation and Conciliation Service.

The arbitrator shall be selected from a list of seven (7) names of Michigan arbitrators supplied by the Federal Mediation and Conciliation Service. The arbitrator will be selected by the alternate striking method with the moving party making the first strike. The party requesting arbitration will notify the Federal Mediation and Conciliation Service of the selection.

The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is

in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiation should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra-contract matters not specifically incorporated in this Agreement.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

There shall be no appeal from an arbitrator's decision rendered in accordance with this Agreement. It shall be final and binding on the Union, the Employer and on all employees.

ARTICLE 5

SENIORITY

Seniority, according to this Agreement, shall consist of the accumulated paid services of the employee with the Board since his/her most recent date of continuous employment. New employees are considered probationary employees until they have worked six (6) months and may be disciplined or dismissed at any time during the probationary period and neither the employee nor the Union shall have access to the grievance procedure over such discipline or discharge. The employee's earned seniority shall not be lost because of absence due to illness. Should two or more employees have the same most recent date of hire, when seniority is earned the employee with the highest social security number, commencing with the first number thereof to the last number thereof, if necessary, will be the most senior. The Board will furnish the Union, semi-annually, with an up-to-date seniority list of all employees in the bargaining unit. The seniority lists will be for the periods of January 1 through June 30 and July 1 through December 31. A copy of the seniority lists shall, upon request, be transmitted to the United Steelworkers of America, AFL-CIO-CLC, at 333 River Street, Manistee, Michigan 49660, and a copy shall be given to the local Union. The seniority lists shall also be posted on the bulletin board; unless objections thereto are made within thirty (30) days after posting, the list shall be deemed to be approved and shall be considered as the official seniority list.

ARTICLE 6

LOSS OF SENIORITY

An employee shall lose his/her seniority under any of the following conditions: (a) if the employee quits; (b) if the employee retires; (c) if the employee is on a layoff for a period of time equal to his/her seniority at the time of layoff or forty-eight (48) consecutive months, whichever is less; (d) if an employee is discharged and not returned to work; (e) failure to return to work within seven (7) calendar days after recall; (f) the employee is absent from work three (3) consecutive work days without notifying the Employer of the reason for the employee's absence, unless it was impossible for the employee to give such notice; (g) failure to return on time from an approved leave; (h) the employee gives a false reason when requesting a leave of absence or engages in other employment during such leave of absence.

ARTICLE 7

PROMOTIONS

1. The basis for promotion shall be seniority, qualifications, ability, loyalty, and cooperation with management and public.

2. Seniority with the Road Commission shall be the controlling factor only when all other things are equal.

3. Winter Job Assignments. Winter job assignments will work in this capacity from November 15 to April 1. Their selection will

be in accordance with provisions contained in items 2 and 3 above. these will not be a permanent selection, but will be done each year. Notice for this classification will be posted for a three-day period the last week in September. Following selection of these people, a list of winter job assignment for all blade/sander, plows, spare persons, and night call-in person will be posted. A two-week period will be allowed for those wishing to make a change. Changes will be made in accordance with the provisions contained in Items 2 and 3 above, subject to the approval of the Engineer-Manager. The list of the winter job assignments will be posted by November 1 of each year.

ARTICLE 8

LAYOFF AND RECALL

Section 1. Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or other legitimate reasons.

Section 2. Layoff and Recall Procedures. In the event of a reduction of force or layoff, employees with the least seniority in the affected classification(s) shall be laid off first; those having the longest service shall be recalled first; provided, however, that the person with the greater seniority has the ability to perform the work available.

Section 3. Notice of Layoff. The Board will issue a two-week notice of layoff prior to the layoff of any employee.

ARTICLE 9

DISCIPLINE AND DISCHARGE

The Employer agrees that it will act with just cause in the discipline or discharge of any employee with seniority. A probationary employee's employment may be terminated at any time by the Employer, in its sole discretion, and with or without cause. Neither the probationary employee nor the Union shall have recourse to the grievance procedure over the discipline or discharge of such probationary employee. The Union shall not represent probationary employees in discipline matters.

ARTICLE 10

HOLIDAY AND HOLIDAY PAY

Holidays with pay at the regular rate shall be:

New Year's Day
Good Friday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day
Floating Holiday

Should an employee be called to work on any of the above holidays, he/she shall be paid, in addition to his/her holiday pay, at the rate of time and one-half for the hours worked provided the employee has worked the last scheduled day before and the first scheduled day after the holiday, or is on an approved paid leave day on such days. Should an employee be called to work on Christmas Day, he/she shall be paid, in addition to his/her holiday pay, at the rate of double time for the hours worked. If any of the above holidays falls on a Saturday, the preceding Friday will be the holiday. If any of the above holidays falls on a Sunday,

the following Monday will be the holiday.

The floating holiday will be taken in conjunction with the Fourth of July.

Eligibility for holiday pay for the second, third, and night call-in shifts for winter job assignments will continue as in the past.

ARTICLE 11

OVERTIME

Employees will receive pay at the rate of time and one-half ($1\frac{1}{2}$) their regular rate of pay for all hours worked in excess of 40 in a work week. Paid holidays, paid vacation hours, paid sick hours, paid personal leave, paid funeral leave hours, and paid jury duty hours shall be considered as hours worked in computing an employee's eligibility for overtime pay.

ARTICLE 12

PREMIUM PAY

Time and one-half ($1\frac{1}{2}$) an employee's regular rate of pay shall be paid for all hours worked on Saturdays. Double time will be paid for all hours worked on Sundays.

Eligibility for Saturday or Sunday premium pay for the second, third, and night call-in shifts for winter job assignment will continue as in the past.

ARTICLE 13

VACATIONS

Each employee shall earn vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Leave</u>
After completion of 1 year of service	56 hours
After completion of 2 years of service	80 hours
After completion of 4 years of service	120 hours
After completion of 14 years of service	176 hours

Vacation leave credits will be entered on January 1 each year.

Vacations, if approved, are approved on a seniority basis. An approved vacation is subject to rescission in the event of crew requirements.

No vacation leave shall accrue from year to year and if not scheduled and taken shall be lost.

Any employee absent due to illness will continue to earn vacation leave credits for the first three (3) months of absence, provided the employee is receiving paid sick leave, vacation leave, and/or receiving workers' disability compensation.

ARTICLE 14

WORKDAY AND WORKWEEK

1. The normal workday shall consist of eight (8) consecutive hours. The normal workday shall begin at 7:00 a.m. and last until 3:30 p.m. with one-half hour unpaid lunch period.

2. The regular workweek shall consist of five (5)

consecutive workdays, forty (40) hours, Monday through Friday.

3. The Employer may require employees to report to work prior to 7:00 a.m.; or may for good cause require employees to stay after 3:30 p.m.

4. Two (2) fifteen (15) minute work breaks shall be granted and shall be taken at approximately 9:00 - 9:15 a.m. and 1:30 - 1:45 p.m.

ARTICLE 15

SAFETY AND HEALTH

1. The Board is responsible for making reasonable provisions for the safety and health of its employees.

2. Should an employee complain that his/her work requires him/her to be in an unsafe or unhealthy situation, in violation of acceptable safety rules, the matter shall be adjusted immediately. If the matter is not adjusted satisfactorily, a grievance may be processed according to the grievance procedure.

ARTICLE 16

WORK RULES

The Employer reserves the right to adopt and implement work rules or to amend same and provide penalties for any violation thereof. The Employer agrees to provide the Union with a copy of any amendments to the Work Rules.

ARTICLE 17

SHOW UP OR CALL IN TIME

All employees reporting for work at their regular scheduled start time will be guaranteed a minimum of four (4) hours work or four (4) hours pay at their regular rate. All employees called to work outside of their regular scheduled hours will be guaranteed a minimum of three (3) hours pay at the then appropriate regular rate. This guarantee shall not apply to a call-in which is contiguous with the employee's normal starting or quitting time.

ARTICLE 18

WAGES

1. Jobs of employees and prevailing wage for the job are listed below:

<u>CLASSIFICATION</u>		July 1 <u>1997*</u>	July 1 <u>1998*</u>
Truck Driver	I Start	10.18	10.48
	II After 6 mth	10.73	11.03
	III After 12 mth	11.28	11.58
	IV After 24 mth	11.83	12.13
Sign & Bldg. Maintenance	I Start	11.93	12.23
	II After 6 mth	11.98	12.28
	III After 12 mth	12.05	12.35
	IV After 24 mth	12.11	12.41
Survey Crew Leader	I Start	11.90	12.20
	II After 6 mth	11.98	12.28
	III After 12 mth	12.05	12.35
	IV After 24 mth	12.11	12.41
Equipment Operator	I Start	11.90	12.20
	II	11.98	12.28
	III	12.05	12.35
	IV	12.11	12.41

Mechanic	I Start	11.98	12.28
	II After 6 mth	12.05	12.35
	III After 12 mth	12.11	12.41
	IV After 24 mth	12.17	12.47

Lead Mechanic**

*Rates are effective the first full payroll period after the indicated date.

**This position shall be assigned by management, with opportunity for qualified individuals to express interest in the position. In the absence of the Shop Foreman, the Lead Mechanic shall have the authority and responsibility to acquire parts and supplies, schedule repair work, and direct the work of the other mechanics. The Lead Mechanic shall receive compensation of \$.50 per hour on top of his/her normal rate for the mechanic classification achieved. If for any reason the person assigned as Lead Mechanic chooses to resign from said position or is removed from said position by management, he/she shall return to their former classification.

Equipment Operators may operate all equipment owned by the Benzie County Road Commission. Operators in Class I shall become proficient in at least 25% of the equipment owned by the Road Commission before advancing to Class II, and before advancing to Class III, they shall become proficient in at least 50% of the equipment, and before advancing to Class IV they shall be proficient in at least 75% of the equipment. In no case shall a person advance faster than the rate of two (2) years in Class I, two (2) years in Class II, and three (3) years in Class III.

Mechanic's Tool Replacement, depreciation and repair allowance shall be paid at the rate of \$345.00 per year, to be paid in quarterly installments of \$86.25 and to be paid separately from regular payroll.

2. Employees working on the tar gang shall be provided with gloves, shoes and coveralls, provided and maintained by the Board.

3. Shoes and coveralls will be provided and maintained by the Board for shop painters. The Road Commission will furnish coveralls for the night maintenance man. All equipment of this nature must be left at the garage.

4. Nine (9) changes of uniform will be provided by the Board for Mechanics, i.e.: Four (4) being cleaned, Four (4) clean and One (1) to wear.

5. Longevity pay of an additional five cents (.05) for ten (10) years and five cents (.05) for fifteen years shall be added to the appropriate pay rate.

6. Any employee regularly working on the second or third shift shall be paid fifteen cents (.15) per hour in addition to the job classification regular rate. Personnel on the State Trunkline Sanitary maintenance will receive an additional ten cents (.10) per hour.

7. The position of Sign and Building Maintenance may be used as spare person in any position for which they are qualified during the winter months from November 15 to April 1.

8. The following positions are hereinafter referred to as Winter Job Assignments:

- a. Third Shift night maintenance man.
- b. Second shift state highway patrolman.
- c. Third shift state highway patrolman.

9. A signing payment will be made the first Thursday of December, 1997, and the first Thursday of December, 1998, in the amount of \$200.00 each. These payments will be made in a separate

check, however, will be subject to withholding. These payments will not be rolled into base compensation. Payment will be prorated for any employee who works less than twelve (12) months during the calendar year.

ARTICLE 19

FILLING OF VACANCIES

The following procedure shall apply to the filling of vacancies or new jobs that the Employer desires to fill. The words "vacancies" and/or "job" in this section shall refer to an opening in a classification.

- a. When a vacancy occurs, such job will be open for bidding and the notice for such job shall be posted for three (3) working days, excluding Saturday, Sunday and Holidays.
- b. When necessary, the job that is posted may be filled temporarily prior to the transfer of the employee definitely awarded or assigned the job.
- c. Such vacancy shall be filled, if possible, on the basis of seniority, qualifications, ability and skill.

ARTICLE 20

MISCELLANEOUS PROVISIONS

1. INSURANCE. The Road Commission agrees to pay the total cost of Blue Cross/Blue Shield or the equivalent or better, for the regular employees and their families. A \$2.00 paid Prescription Drug Rider shall be a part of this policy.

Effective as soon as possible after ratification, a zero dollar (\$0.00), generic, and a seven dollar (\$7.00), non-generic, prescription co-payment will be implemented.

2. DENTAL INSURANCE. Blue Cross, or equivalent to, Comprehensive Dental Plan Insurance shall be provided to employees, except that the Road Commission's responsibility shall not exceed \$25.00 per month per employee.

3. The insurance referred to in Section 1 and Section 2 of this Article shall continue for any month an employee is on a compensable leave, or up to three (3) months beyond compensable leave. This shall not include employees on layoff or termination of employment.

a. Opt-Out Provision. If an eligible employee chooses not to participate in either the medical or dental insurance, the employee must sign a form electing to opt-out. The opportunity to change participation will exist every two (2) years during an open enrollment period unless the change is due to a change in family status such as birth, death, divorce, or marriage. New hires will make their election at the time of hire and will thereafter be eligible to make any change at the next available open enrollment period.

4. BULLETIN BOARD. Announcements, in addition to the posting of the Seniority List, shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this Agreement, both who may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

5. MILITARY SERVICE. Any employee entering the Army, Navy, Air Force, or Marine Corps on active duty shall, upon his return from such service, be entitled to reinstatement in his job with pay equal to or better than when he left. He shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserve training.

6. PROTECTIVE CLAUSE. Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, it shall not be a part of this Agreement. All other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

7. NO DISCRIMINATION. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, age or religion, and that such persons shall receive the full protection of the provisions of this Agreement.

8. LEAVE OF ABSENCE. A leave of absence for personal reasons may be granted upon terms and conditions as are agreeable to the Employer. Any leave of absence granted shall be for a period of not to exceed six (6) months. The Employer will, in its discretion, determine whether any extension is granted. A leave of absence granted under this provision will be without pay or benefits. A leave of absence will be unavailable to probationary employees. An employee with seniority who is granted a leave of absence shall retain seniority earned to the date the leave begins and shall continue to accrue seniority during the period of the employee's absence.

9. ACCESS TO PREMISES. The Board agrees to permit Union representatives to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representative that they do not interfere with the performance of duties assigned to the employee.

10. JURY DUTY PAY AND JOB RELATED WITNESS PAY. An employee who is called for jury duty or job related witness duty shall be excused from work for the days on which he is required to report for such duty. He shall receive on each such day on which he would otherwise have been scheduled to work, the difference between eight (8) times his standard hourly base rate and the payment he receives for jury duty or job related witness duty. The employee shall present proof of service from the Clerk of the Court and proof of the amount of payment received thereof. This clause shall not be effective for any employee for more than sixty (6) working days in any one calendar year.

11. The Benzie County Road Commission is to pay the total cost of the C-1 New program to the Municipal Employees' Retirement System.

12. The Employer agrees to provide a life insurance policy for each employee in the amount of one times the employee's annual salary, adjusted annually.

ARTICLE 21

SICK LEAVE, FUNERAL LEAVE AND ABSENCE FROM WORK

For absence because of illness (to which the employee's family physician attests) an employee shall be compensated from his/her accumulated sick leave at his/her regular rate of pay based upon the employee's regular workday at the time of illness.

Employees shall accumulate paid sick leave at the rate of eight (8) hours of sick leave for each month worked. The maximum accumulation of sick leave shall be six hundred forty (640) hours. New employees will not be entitled to use paid sick leave until after six (6) months of continuous employment. The Employer shall be entitled to require an employee to present a physician's statement for any sick leave of absence which occurs immediately prior to or after a weekend, holiday, or scheduled vacation, or for any illness which exceeds two (2) days. An employee shall continue to accrue sick leave during any month in which he/she is on a paid compensable leave.

2. Each employee shall be granted up to twenty four (24) hours of leave, with pay, for the purpose of attending a funeral for a death in his/her immediate family. Immediate family shall be deemed to be his/her spouse, child, mother, father, brother, or sister. An additional sixteen (16) hours of funeral leave may be allowed, provided the employee has sick leave time available.

3. Twenty four (24) hours of funeral leave (16 hours deductible from sick leave) may be taken in the event of the death of a parent-in-law or grandchild. Eight (8) hours of funeral leave (deductible from sick leave) may be taken in the event of the death of a grandparent, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

4. In the event of the death of an employee covered under this Agreement, all accruals from unused vacation time and any other accruals due the employee, will be paid promptly to his estate, if no beneficiary is designated.

5. Accumulated sick leave to a maximum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) will be paid at the time of retirement: minimum age for retirement will be fifty-five (55) years.

6. The Road Commission will provide health insurance to any employee(s) and their families when the employee is on workmen's compensation. The Road Commission will provide health insurance to any employee who retires between the ages of 60 and 65, with the employee being responsible for the cost of health insurance for his/her spouse and/or children from the employee's age of 60 to 65 while the employee is retired. After the age of 65, the employee will be responsible for the total cost of the premium for health insurance supplemental to medicare.

For any employee who retired prior to June 30, 1993, he/she will, after reaching age 65, receive a 50% contribution from the Employer toward the cost of health insurance, supplemental to medicare for the retiree and his/her spouse and/or dependent

children.

7. Each employee with two (2) or more years of seniority will be entitled to receive sixteen (16) hours of time off per year at his/her regular rate of pay, deductible from the employee's accumulated sick leave, after notice has been given to the Employer.


ARTICLE 22

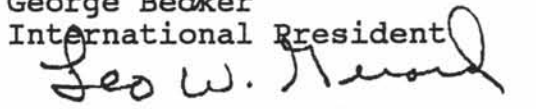
DURATION

This Agreement, as signed, shall remain in full force and effect from July 1, 1997 until midnight June 30, 1999, and shall further automatically extend for periods of twelve (12) months thereafter unless sixty (60) days prior to any anniversary date either party gives to the other party, in writing, by certified mail, notice of the intention to terminate or modify this Agreement. After receipt of such notice by either party, the parties shall arrange for negotiations to commence within sixty (60) to forty five (45) days prior to expiration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.


UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC


George Becker
International President


Leo Gerard
International Secretary/Treasurer

BOARD OF COUNTY ROAD
COMMISSIONERS OF BENZIE
COUNTY, MICHIGAN


Robert Rosa, Chair


Robert Dodge, Vice Chair

Richard H. Davis

Richard Davis, International
Vice-President, Administration

Ole A. White

Ole A. White, Member

Leon Lynch

Leon Lynch, International
Vice-President, Human Affairs

Harry E. Lester

Harry E. Lester, Director
District 29

James V. Hughes 12/16/97

James V. Hughes, Sub-District
Director

Richard E. Mead

Richard Mead, President
LU 14557

Ed Fay

Ed Fay, Committeeman

Joseph Pelky

Joseph Pelky, Committeeman