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12/31/2002

AGREEMENT BETWEEN
 BOARD OF COUNTY ROAD
 COMMISSIONERS OF THE COUNTY OF
 HILLSDALE

AND

HILLSDALE COUNTY ROAD COMMISSION
 EMPLOYEES' ASSOCIATION

Hillsdale County Road Commission

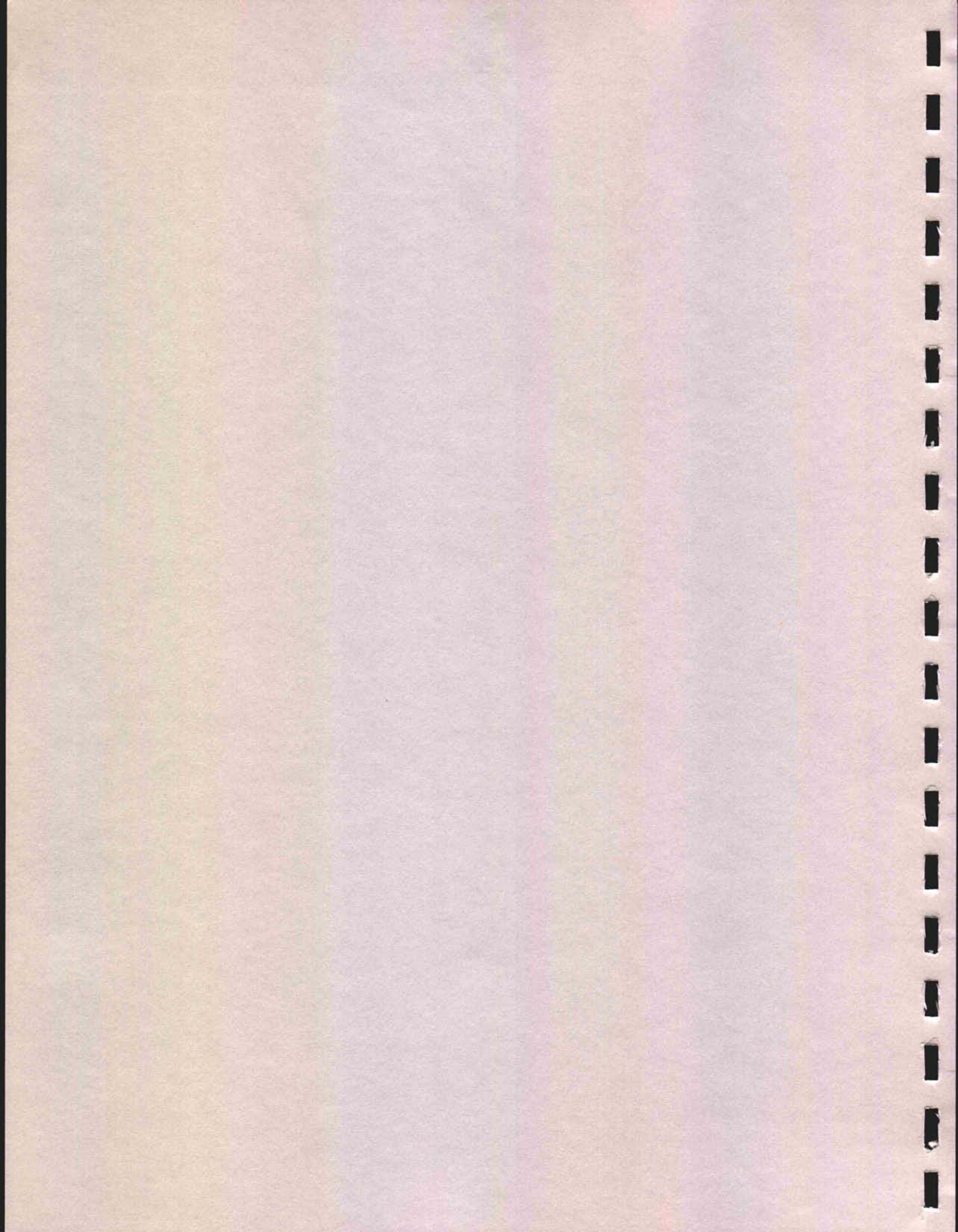


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A G R E E M E N T

This Agreement entered into this 15th day of June 2000, by and between the Board of County Road Commissioners of the County of Hillsdale (hereinafter referred to as the "Employer") and Hillsdale County Road Commission Employees' Association (hereinafter referred to as the "Association").

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 Association.

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 the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. It is understood and agreed whenever the male pronoun is used herein it shall also be deemed to include the female pronoun and whenever the female pronoun is used herein it shall also be deemed to include the male pronoun.

ARTICLE I RECOGNITION, AGENCY SHOP AND DUES

Section 1

The Employer recognizes and acknowledges that the Association 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 appointed officers, superintendents, inspectors, foremen, seasonal and temporary employee's and other persons with similar functions of management and regular supervisions.

Section 3

Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

A) Membership in the Association is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Association, and this Agreement has been executed by the Employer after it has satisfied itself that the Association is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

B) In accordance with the policy set forth under Paragraph A) of this Section, those employees who do not wish to join the Association shall, as a condition of continued employment within the bargaining unit, be required to pay the Association a service fee payable monthly through payroll deductions and certified annually by the Secretary-Treasurer of the Association.

Section 4

During the time covered by this Agreement, the Employer agrees to deduct from the pay of any bargaining unit employee other than a new employee working on a trial basis as hereinafter provided and seasonal or temporary employees, all dues of the Association and pay such amounts deducted to the Association, provided, however, that each employee is required to furnish to the Employer, a written authorization executed by the employee on a form recognized by both the Association and the Employer.

Section 5

A new employee shall work under the provisions of this Agreement, but shall be employed only at the will of the Employer for a trial or probationary period of not less than sixty (65) working days or more than ninety (90) working days, during which period he/she may be discharged without further recourse or right to either the grievance procedure or to bring a breach of contract or other action; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After satisfactory completion of the trial or probationary period as determined in the sole discretion of the employer, the employee shall be placed on the regular seniority list in accordance with the provisions of Article VI - Seniority. For all purposes under this Agreement, a working day shall be defined as a day on the job working, and shall not include holidays or days the employee is absent. A partial day of work shall count as a full working day if the employee has an excused absence for the remainder of the day.

Section 6

The Employer will deduct dues from each employee's pay on the second payday of each month. Dues deducted for any calendar month by the Employer will be transmitted to the account of the Association at Old Kent Bank, 10 S. Broad Street, Hillsdale, Michigan, as soon as possible after payroll deductions have been made. With said dues, the Employer shall furnish the Association'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 7

The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the application of this Article I, by the Employer. The Association will assume full responsibility for the disposition of money deducted once it has been deposited in the Association's account at Old Kent Bank.

Section 8

If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

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
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 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 IV MANAGEMENT

Section 1

The managing of the Road Commission operation and the direction of the working forces, including, but not limited to, the right to hire, promote, or transfer bargaining unit employees and, for just cause, suspend, discharge or otherwise discipline its regular employees who have satisfactorily completed their trial period, 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, establishment or modification of performance standards for all operations and the 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 Association, 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 V SUBCONTRACTING

The Employer agrees not to subcontract any work which the Employer determines it can perform with the existing men, equipment and facilities. When the Employer determines the facilities and/or equipment is over scheduled, out-of-service or the work can be subcontracted at a lesser cost, the Employer shall then have the right to subcontract. No subcontracting will be done if it would cause a layoff of any of the employees in the bargaining unit.

ARTICLE VI SENIORITY

Section 1

All employees, except seasonal and temporary employees, shall serve a trial or probationary period of not less than sixty-five (65) working days or more than 90 working days. Upon the satisfactory completion thereof, as determined in the sole discretion of the Employer, the employee shall be placed on the regular seniority list and shall be eligible for all benefits within the contract. Seniority shall be measured from the date of placement on the regular seniority list and not from date of hire. If two or more employees are determined eligible for placement on the regular seniority list on the same day, they shall be placed on the seniority list in the alphabetical order of their last names.

Section 2

Seniority shall prevail in the layoff and rehiring of employees, provided the employees can perform the required work.

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.

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

A) In the event of a layoff, an employee so laid off shall be given two (2) 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 and, if said employee continues to be absent for a period of three consecutive work days commencing with the day upon which he is to report back to

work without notice to the employer, it shall be deemed to be said employee's voluntary resignation. Where an employee is absent from work by reason of layoff for a continuous period of time in excess of twenty-four (24) consecutive months, his employment and seniority rights shall be terminated.

B) If or when there are any layoffs, layoffs should be at the end of pay periods.

C) Employees on layoff may, if they wish to keep their group term life and/or medical insurance in force, reimburse the Employer monthly in advance for either life and/or medical insurance premiums in accordance with the COBRA law or until such time as the employee is recalled, whichever comes first.

Section 6

A seasonal or temporary employee is defined as a employee hired either seasonally or part time for a period of less than five (5) months and designated as such to the Association as a seasonal or temporary employee. Such an employee does not acquire the rights or protections of a regular employee under this Agreement. The seniority date of a seasonal or temporary employee promoted to a full time union position shall be the date of his promotion to such full time position.

Section 7

An employee in a classification subject to the jurisdiction of the Association who has been in the past, or will be in the future, promoted outside the bargaining unit and is thereafter transferred or promoted to a classification subject to the jurisdiction of the Association shall not accumulate seniority while working in the supervisory position. An employee who is involuntarily transferred back to a job that is subject to the jurisdiction of the Association shall be credited with the seniority while he was working in the classification outside of Association jurisdiction as if he had been working in a Association job. An employee who voluntarily goes back to a job subject to Association jurisdiction shall receive no credit for seniority purposes for time spent away from the Association job but shall return with the same seniority as he had at the time of his transfer from the Association job. It is further understood that no temporary demotions from supervisory positions will be made during temporary layoff.

ARTICLE VII **DISCIPLINARY ACTION**

The employee will abide by reasonable work rules 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 Association.

Section 2

For just cause, the Employer has the right to suspend or discharge any employee who has satisfactorily completed his trial period and the Employer agrees to notify the Association in writing within two (2) 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 (2) working days of the action taken.

Section 4

Three (3) written disciplinary notification slips issued by any foreman, superintendent or the engineer-manager within a period of one (1) year, in addition to any other grounds identified in Group 1 of the work rules, shall constitute sufficient grounds for discharge.

Section 5

For purposes of disciplinary action, an employee's personnel file shall not be considered as to incidents which occurred thirty-six months prior to the current reason for taking disciplinary action.

ARTICLE VIII
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 Association.

The Employer encourages each employee to informally discuss with 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 or involvement of the Association 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 (5) working days of the time a grievance arises, the employee will present the grievance to his foreman, in writing. Within two (2) working days after presentation of the written grievance, the foreman will give his written answer to the employee.

Step 2:

If the grievance is not resolved in Step 1, the employee may, within five (5) working days of the receipt of the foreman's answer, submit to the Superintendent, 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 Association with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved. The Superintendent shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent, the Association and/or the employee.

Step 3:

If the grievance is not resolved at Step 2, the representatives of the Employer, the employee and the Association shall meet within a reasonable time, not to exceed one (1) week after receipt of the Superintendent's written answer, unless a longer time is mutually agreed upon in writing between 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, either the Employer or the Association shall have the right to appeal the dispute by demanding arbitration, provided such demand is submitted to the Federal Mediation & Conciliation Service within thirty (30) calendar days of the Step 3 meeting. The party first demanding arbitration shall first give five (5) working days notice in writing to the other party of its desire to arbitrate. If said five (5) days notice is given, each of the parties shall then select one representative of their own choosing and they shall meet within said five (5) 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 the Federal Mediation and Conciliation Service for final and binding arbitration of 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 Association within the time limit in that Step or, if no time limit is specified, within two (2) working days, shall be deemed abandoned. Time limits may be extended by the Employer and the Association in writing, at which time the new date shall prevail.

Section 4

Arbitrators Rules and Restrictions. The Arbitration hearing shall be conducted in accordance with the following:

A) The Arbitrator may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent men in the conduct of their affairs.

B) The burden of proof shall be met in all cases based on a preponderance of the evidence.

C) The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement.

D) Nothing contained herein shall be construed to limit the authority of the Arbitrator or sustain, reverse or modify any alleged unjust discharge or suspension that may reach this stage of the grievance procedure.

E) The Employer and Association shall each bear the cost, expenses and wages of their respective agents and witnesses to the arbitration proceeding.

F) Not more than one grievance or dispute may be submitted in any one arbitration proceeding, except by written mutual agreement of the parties.

G) The Arbitrator shall render the written decision within thirty (30) days, unless extended by mutual written agreement of the parties, from the conclusion of the hearing or submission of post hearing briefs, whichever is later, which decision shall separately set forth specific findings of fact, conclusions and decision. A proper decision of the Arbitrator shall be final and binding as to all the parties, if a timely appeal is not filed.

ARTICLE IX STEWARDS

The Employer recognizes the rights of the Association to designate a job Steward and an assistant Steward to act in the absence of the Steward. The Steward shall be the Association president and the assistant Steward shall be the Association vice president . The authority of the Steward and assistant Steward so designated by the local Association shall be limited to and shall not exceed the following duties and activities:

A) The investigation and presentation of grievances to the Employer or the designated Employer representative 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 Association 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 a Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused and the Steward will perform his regular assigned work at all times except when it is necessary to leave his work to handle grievances as provided herein. There shall be no permission or time granted to a Steward to investigate or present grievances during emergencies or any period during which such activity would significantly interfere with or impede the progress of the work force or the work to be performed.

D) The Employer shall give reasonable time off without pay and without discrimination or loss of seniority rights to the steward to attend a labor convention or serve in any capacity on other official Association business; provided forty-eight (48) hours written notice is given to the Employer by the Association specifying the length of time off for Association activities; and provided further that there shall be no disruption of the Employer's operations caused by the absence of the Steward.

E) The authority of the Association 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 X
LEAVES OF ABSENCE WITHOUT PAY
AND OTHER ABSENCES

Section 1

An employee desiring a leave of absence without pay from his employment for reasons other than those established under the FMLA must submit his request in writing setting forth the reasons for such a request. The Employer may grant a leave of absence (unpaid) for a period of up to thirty (30) calendar days which may be renewed at the option of the Employer upon further written request of the employee.

Section 2 FMLA LEAVES OF ABSENCE

Any requested unpaid leaves of absence for reasons established under the FMLA shall be in compliance with and subject to its terms. The Employer shall promulgate a policy regarding FMLA leaves for implementation, subject to Association review and approval. Any objection by the Association shall be made in writing within ten (10) business days of said policy's receipt by the Association, with said objections to be specified in detail. Thereafter, the parties shall meet for the purpose of resolving said objections.

Section 3 OTHER UNPAID LEAVES OF ABSENCE

Any leave of absence, other than an FMLA leave of absence, shall not be considered to be an approved interruption of service or leave for purposes of, and shall not be considered in connection with, entitlement to, or the computation, earning or accrual of vacation days, sick days or holiday pay. At the end of the first thirty (30) calendar day period of such leave of absence, said employee's paid health, sick and accident, and life insurance benefits and coverages shall cease and terminate until his return to work; provided, however, that said employee may thereafter elect to continue his health, sick and accident and/or life insurance coverages in force by making and delivering said election in writing to the Employer and reimbursing the Employer monthly in advance for the premiums therefore in accordance with the COBRA law or until he returns to work, whichever is first. At the end of one calendar year's continuous leave of absence, irrespective of the reason therefore, the affected employee's employment, seniority, and all other rights and benefits, under this collective bargaining agreement and otherwise, shall terminate, with the exception of any rights he has to accrued, but unpaid, pay, vacation days, sick days or other rights to continue his health, sick and accident and/or life insurance coverages as provided by law.

Section 4 RETURN TO WORK FROM MEDICAL LEAVE

Should an employee request an unpaid leave of absence for medical reasons, the Employer may, prior to granting a return from such leave, require the compliance with Section 5 of ARTICLE XX of this agreement as a prerequisite.

Section 5 REPORTING REQUIREMENTS FOR UNSCHEDULED ABSENCES

An employee shall be responsible for reporting his/her absence to his/her supervisor prior to the beginning of the shift; provided, however, that in the event that the employee is unable to so report due to the verified severity of his/her personal injury, illness or other verified emergency, the employee shall, within three (3) consecutive work days, be responsible for the reporting and verification of the reason for his/her failure to report prior to the beginning of the shift. If the Employer, in its discretion, is satisfied as to the reason for the employee's failure to report prior to the beginning of the shift, said employee may be excused from strict compliance with this section.

An employee's absence without notice to the Employer for a period of three (3) consecutive work days shall be deemed to be the employee's voluntary resignation. Failure to otherwise comply with the reporting and verification requirements contained in this section; failure to document his/her absence on the employee's time card upon return to work; and failure to timely file for leave of absence without pay, if appropriate, shall subject such employee to discipline.

Section 6 NO PAY DAYS

Each employee may take not to exceed 96 hours (12 working days) off work with no pay per calendar year, subject to compliance with the following provisions:

A. For emergencies or other good cause shown, an employee may be absent using no-pay days (or hours) upon oral request to the employee's foreman or superintendent as soon as the need therefore becomes known to the employee;

B. All non-emergency requests for three (3) consecutive no-pay days or less shall be submitted to the employee's foreman or superintendent, both orally and in writing on the employee's time ticket(s), prior to the end of the requesting employee's scheduled shift on the day before the beginning of the requested no-pay days;

C. All non-emergency requests for four (4) or more consecutive no-pay days shall be submitted to the employee's foreman or superintendent, both orally and in writing on the employee's time ticket(s), as many days in advance of the beginning of the requested no-pay days as are equal to the number of no-pay days requested.

D. All requests for ten (10) or more consecutive no-pay working days off shall be deemed to be a request for leave of absence and subject to the applicable preceding sections of this Article X dealing with leaves of absence, and shall be submitted on a form provided by the Employer.

E. The grant or denial of no-pay day requests shall be and is deemed to be within the sole discretion the requesting employee's foreman or superintendent based on his assessment of work load and other factors affecting the ability of the employer to meet work related demands. The granting of such requests shall not be unreasonably denied.

F. Any employee who is absent during any period for which a no-pay day has been requested, but denied, shall be deemed to be on an unexcused absence and subject to discipline.

ARTICLE XI 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 (24) hours, the employee may be summarily discharged without recourse through the other provisions of this Agreement.

ARTICLE XII GENERAL

Section 1

Authorized representatives of the Association 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

A) 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.

B) No foreman will work with underbody snow scrapers on overtime unless a crew is called in, except in the case of emergency and when the foreman is unable to reach a member of the crew.

Section 3

The Association shall have the right to examine work records pertaining to the compensation of employees in the Association whose pay is in dispute and the employee's personnel file 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 eleven (11) uniforms per pay period free of charge for mechanics and tireman/garage maintenance.

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. Safety glasses shall be worn at all times when employees are in the "work" areas of the garages, and when performing any job that management requires the wearing of safety glasses.

No more often than once each two years, or upon a prescription change, whichever is less, the Employer shall reimburse each employee who is required to purchase prescription safety glasses in order to comply with the requirements of this agreement on the following basis: upon presentation to the Employer of a paid invoice verifying the purchase of prescription safety glasses, the Employer shall reimburse the purchasing employee up to \$60.00 for single vision glasses; up to \$75.00 for bi-focals; and up to \$85.00 for tri-focals.

No more often than once each year, or upon a prescription change, whichever is less, the Employer shall reimburse each mechanic who is required to purchase new prescription lenses for his or her required safety glasses on the following basis: upon presentation to the Employer of a paid invoice verifying the purchase of new prescription lenses for his or her required safety glasses, the Employer shall reimburse the purchasing employee up to \$50.00 for single vision glasses; up to \$60.00 for bi-focals; and up to \$75.00 for tri-focals.

Steel toed safety boots shall be worn by employees working in any classification in which management determines hazards exist for potential foot injury; or when otherwise performing any job in which management determines hazards exist for potential foot injury.

No more often than once each calendar year, the Employer shall reimburse each employee who is required to purchase steel toed safety boots in order to comply with the requirements of this agreement on the following basis: upon presentation of a paid invoice verifying the purchase of ANSI Z41 steel toed safety boots, the lesser of one-half of the purchase price for said steel toed safety boots or sixty (\$60.00) dollars.

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 employees in the Association, rates governing operations shall be negotiated between the parties. The rates shall be established within thirty (30) days of the time the new equipment is put into use if at all reasonably possible.

Section 9

There shall be a ten (10) minute wash-up 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 truck barn and repair 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 Association business as well as for Employer business. Notices posted by either the Employer or Association shall bear the signature of a responsible representative of either the Employer or Association.

Section 11

When an employee is required by the Employer to provide his own transportation, he shall receive the I.R.S. rate 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 (2) calendar days prior notice to the employee and Association. In assigning a new job location, the Employer will take into consideration the geographical location to the employee's home.

Section 12

A. Vacancies occurring in any position in the Association shall be posted on the bulletin board for not less than five (5) working days. The number of the piece of equipment up for bid shall be on the bid sheet. 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 satisfactorily fill the vacancy. It is further agreed that the following provisions shall be phased in by the Employer over the next two construction seasons:

i. The term "Heavy Equipment" as used in this agreement refers to and includes only the four graders and the first loader as classifications that are paid on a year around basis. All other heavy equipment classifications will command heavy equipment rates only when the equipment is in use;

ii. Neither heavy equipment operators nor mechanics may bid on seasonal equipment;

iii. All employees other than heavy equipment operators and mechanics may hold only one seasonal position at any given time in addition to their regular job classification;

iv. Any employee who bids on seasonal equipment, is awarded the bid and qualifies on seasonal equipment shall be required to remain on the seasonal equipment bid upon and awarded for a minimum of three (3) seasons, unless a legitimate reason exists in the sole discretion of the operations superintendent for an employee's earlier removal from said seasonal equipment.

B. The state winter night patrol/state light truck position shall be posted only when vacant, as any other position; however, mechanics shall not be allowed to bid on the position.

Should the employee holding the state winter night patrol/state light truck position move from this position, that employee will not be eligible to bid on the state winter night patrol/state light truck position prior to the passage of one (1) calendar year from the date of leaving said position. When the state winter night patrol/state light truck position is temporarily vacant, the vacancy shall be offered to the highest seniority State crew employees, who may turn the job down, in which event the least senior qualified State crew worker must then perform the job.

The employee holding the position of state winter night patrol shall work as scheduled during the regular work week and shall work week-ends and holidays on an on-call basis.

Section 13

A successful bidder shall be given a job probationary period up to forty (40) calendar days plus any days missed during the job probationary period 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. The employee may be deemed qualified by the Employer for the classification prior to the end of the forty (40) calendar day job probationary period at which time the employee can accept the job or refuse the job and return to his former position. The employee may be removed therefrom by management any time during the job probationary period. In the event the employee removes himself during the job probationary period he shall be returned to his former position and may not bid on another job for one (1) calendar year.

Section 14

The Employer will reserve the right to fill vacancies from outside the Association, provided that no employee can fill the vacancy within sixty (60) calendar days and no bids are received from the employees in the Association within five (5) working days after posting.

Section 15

An employee will receive, for each day worked, the rate of pay attributable to the highest pay classification in which he works during any part of the day. Employees will be paid on a daily basis for the classification of equipment he operates regardless of whether or not he has bid or qualified on such equipment. The rate paid for such work shall be the beginning rate of pay where a variable scale exists in a classification (heavy equipment, crane, chip spreaders). Employees shall not be paid under their regularly assigned classification. Employees on vacation or sick leave will be paid at their regular rate of pay.

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 within thirty days when need to fill such vacancy is deemed necessary by the Employer and said vacancy has been posted.

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 of the injury, only if his absence from work for the balance of the day is deemed medically necessary as attested to by a doctor's slip.

Section 19

A twenty (20) minute on the job site coffee break shall be allowed each employee during the morning of each day of work. Employer's work rules shall specify the times during which coffee breaks may be taken.

Section 20

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 a lower job classification or require his early retirement.

Section 21

The Employer shall supply coveralls or aprons for hot patch sprayer operators while they are working on the job.

The Employer shall pay for one pair of work boots per year for the asphalt distributor operator with the store from which said work boots are to be purchased and the price to be paid to be established by the Employer prior to said purchase being made.

Section 22

Employees are to work on regularly assigned equipment at all times unless their equipment is not operating or unless they are off work for any reason; provided, however, that in an emergency or unusual situation where it is impracticable to strictly abide by their section, then the Employer may assign an employee to work on equipment not regularly assigned to that employee for the remainder of that day. Truck drivers shall be required to load themselves at truck driver's wages with salt and sand at times during the winter whenever management feels it would be more beneficial to have the loader operator plowing snow or salting roads.

Section 23

All employees must possess a group "A" commercial driver's license, except those senior employees that are close to retirement that in management's opinion can satisfactorily perform their duties with a group "B" license. Cost of same shall be at the employee's expense. Employer agrees to pay for the bi-annual DOT physical examination at the doctor of the Employer's choice after normal working hours. Employer agrees to pay for any endorsement it requires of any employee as follows: the asphalt distributor operator plus two (2) qualified substitutes.

Also, the Employer agrees to make its equipment available for training and testing at no expense to the employee. The Employer also agrees to provide commercial drivers license (CDL) training for the employees during working hours at the time of the Employer's choice utilizing the staff, equipment, and resources deemed necessary and reasonable by the Employer.

The parties further agree to and shall be subject to and abide by a) the Drug Free Work Place Policy Statement; b) the Drug Free Work Place Rules and Regulations; c) the Omnibus Transportation Employee Testing Act of 1991 Rules and Regulations Applicable to Employees Required to Obtain CDLs; and d) the Drug Testing Protocol, all of which were initially agreed to between the employees in the Association while previously represented by Teamsters Local 214 and the Hillsdale County Road Commission under date of January 25, 1996.

The Employer will provide for drug test collections to be done on work premises in connection with biennial CDL physicals if, in its sole discretion, it determines that it can do so without incurring unreasonable cost to itself or inconvenience to any of the participants therein. If such on premises collection program is implemented, it will be performed during regular working hours with no loss of pay; provided, however, that should an employee miss a scheduled drug test appointment, he/she shall be required to go off-site to submit to such testing on his/her own time without pay within a period of time to be established by the Employer.

The Employer shall allow a maximum of one (1) hour off work with regular pay once every two (2) years to each employee who is required to have a biennial CDL physical.. The time and date for such physicals shall be scheduled by the Employer with a physician and at a location of its own choosing. The doctor's fee for such physical examination shall be paid by the Employer.

Section 24

The Employer shall be allowed to provide work for workers who are participants in Federal, State or County work programs.

General assistance workers shall be permitted to perform common labor, operate pickups, and operate patch trucks when Association employees are not operating patch trucks.

Green Thumb workers, when working on assignments away from the garage or office areas, will be assigned with at least one (1) regular Hillsdale County Road Commission employee.

Workers who are participants in the Federal, State or County work programs shall not be used when there are regular employees on layoff.

Section 25

When employees are asked by their foreman to work through their lunch period, the employees shall receive an additional one-half (1/2) hour of pay per day.

When employees are asked by their foreman to work through their coffee break, the employee shall receive an additional one-half (1/2) hour of pay per day.

Section 26

Only active, full-time employees are entitled to receive the fringe benefits offered in this Agreement. An active full-time employee is an employee who is working regular scheduled hours, is on excused paid absence, or is absent due to an injury for which he is receiving worker's compensation and is a full time employee who has completed the sixty five (65) working day trial period. An employee who is receiving worker's compensation ~~work~~-wage loss benefits or is on approved unpaid medical leave or is on leave of absence for any other reason shall not receive holiday pay, or accrue vacation time or sick leave except as provided and applicable to FMLA leaves. An employee who is on leave of absence and receiving worker's compensation wage loss benefits shall receive up to six (6) months of paid sick and accident insurance and up to thirty six (36) months of paid health and life insurance from the date of the initial injury. An employee who is on any other unpaid FMLA leave shall receive up to one hundred eighty (180) days of paid health, sick and accident, and life insurance from the date said unpaid leave commences. An employee who is on leave of absence for any other reason shall receive up to thirty (30) days of paid health, sick and accident, and life insurance from the date said leave of absence commences.

Section 27

An employee required to take time off work to submit to a medical evaluation as required by workers compensation or the employer, regarding a work related injury or illness, will suffer no loss of regular pay for the necessary time-off for the medical evaluation, but will be paid his/her regular rate of pay for each hour away from work up to, but not exceeding, eight hours (i.e. will suffer no loss of regular pay). The employee shall turn over his/her endorsed workers' compensation wage loss benefit check, if any, less mileage, to the employer for the involved time period.

Appointments for said evaluations shall be scheduled by the employer after normal work hours if possible, otherwise as early or as late in the day as possible so the employee may work a partial day. Appointments shall not be scheduled the day before or after a holiday, unless medically necessary.

When an employee requests medical evaluation by his/her own doctor regarding said work related injury or illness, the employee will use a day of vacation or sick leave or lose his/her pay for the time-off. Appointments for said evaluations shall be scheduled by the employee after normal work hours, if possible, otherwise as early or as late in the day as possible so the employee may work a partial day. Appointments should not be scheduled the day before or after a holiday, unless medically necessary, so as to avoid possible loss of holiday pay.

ARTICLE XIII
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 Association only to the extent they are incorporated herein. 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 XIV
EQUIPMENT, ACCIDENTS AND REPORTS

Section 1

The Employer shall not require employees to take out on the streets and highways, any vehicle that 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, all property damage 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 not 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.

Section 5

Loss or Damage. Employees shall be subject to discipline for loss of or damage to the Employer's property, tools, equipment (mobile or otherwise), or articles rented or leased by the Employer where clear proof of negligence or reckless use is determined by the operations superintendent.

ARTICLE XV
MILITARY SERVICE

Section 1

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, 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 the work available, and, further, provided he reports for work within ninety (90) days of the date his is discharged from such service with the United States Government.

Section 2

Regular employees who are members with active status in an Armed Forces Reserve Unit or National Guard Unit and who participate in a military annual unit training not to exceed ten (10) working days annually shall receive a leave of absence without pay for the time they enter into their annual training.

ARTICLE XVI
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 provision 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 XVII
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. If an employee is excused from jury duty by 11:00 a.m., he must return to work. When an employee is on jury duty, the Employer will pay the employee their regular wage. The employee shall then turn over his/her endorsed jury pay check, less mileage, to the employer.

An employee subpoenaed to court due to work related incidents shall be treated the same as an employee required to serve on jury duty as set forth in the preceding paragraph. An employee who has been subpoenaed to appear in court in relation to a non work related incident will use a day of vacation or lose his pay for that day.

Section 2

In the case of a death in the immediate family, an employee may take up to three (3) working days leave of absence with pay, provided that funeral leave must be taken within three (3) days of the funeral.

Immediate family is defined as including the employee's natural father and mother; the employee's step-father and step-mother; the employee's natural sister, brother, and child; the employee's step-child; the employee's current spouse; the employee's current mother-in-law and father-in-law; and the employee's natural grandparents and grandchildren. In the case of a death to an employee's current brother-in-law and sister-in-law, an employee may take up to one (1) working day leave of absence.

In the case of death of persons other than those specified, employees must use their vacation time for absence due to a funeral. Sick leave cannot be used for this purpose.

Employees who have not completed their sixty five (65) day trial period shall have no funeral leave benefits.

ARTICLE XVIII
HOLIDAYS

Section 1

All Association employees will be eligible to receive eight (8) hours of pay based on their regular job classification pay for the following holidays:

- | | |
|---|---------------------------|
| New Years Day | Thanksgiving Day |
| Monday of Fair Week during
the Hillsdale County Fair | Friday after Thanksgiving |
| Good Friday | Christmas Day |
| Memorial Day | Labor Day |
| Fourth of July | |
| Friday before Labor Day | |

Section 2

The employee must work the full shift both on the preceding day before the holiday and on the succeeding day after the holiday in order to receive holiday pay, except in the cases of approved vacation, paid leave or is specifically excused in writing by the Engineer-Manager from working either or both of the above days.

Section 3

Employees required to work on an approved holiday shall be paid at the rate of time and one-half for all hours worked in addition to receiving their eight (8) hours of holiday pay specified in Section 1, above.

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.

ARTICLE XIX
VACATIONS

Section 1

All regular full-time employees shall be entitled to vacation time with pay, figured on the employee's regular rate of pay in accordance with the following schedule:

A) Employees who have completed one (1) year of service shall be granted five (5) work days vacation without loss of pay.

B) Employees who have completed two (2) years of service shall be granted ten (10) work days vacation without loss of pay.

C) Employees who completed six (6) years of service shall be granted twelve (12) work days vacation without loss of pay.

D) Employees who have completed ten (10) years of service shall be granted fifteen (15) work days vacation without loss of pay.

E) Employees who have completed fifteen (15) years of service shall be granted eighteen (18) work days vacation without loss of pay.

F) Employees who have completed eighteen (18) years of service shall be granted twenty (20) work days vacation without loss of pay.

Section 2

Computation of vacation days for each employee will be made each year on such employee's anniversary date of hire based on the number of years of service completed as of that date; provided, however, that during the first calendar year of this agreement, the additional vacation days computed for each employee on his/her anniversary date of hire shall be prorated from January 1, 2000 to said computation date.

Section 3

Vacation days earned pursuant to Section 1, but not used in the calendar year in which the employee becomes entitled to them, may be carried forward and must be used or lost in the next succeeding calendar year. The first vacation days used in any calendar year shall be deemed to be those that have been carried forward from the preceding year (if any) until such time as such carried forward vacation days are used or lost. Vacation days shall be compensated at the base rate in effect at the time they are taken.

Section 4

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

Section 5

Vacation selection shall be year round and can be taken on no less than one day basis; provided, however, that an employee may take not to exceed 8 hours of vacation time per year in not less than one hour increments if the employee requests and receives permission for same from his foreman or superintendent at least 24 hours in advance of the planned absence. 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 vacations at any one time and seniority shall be given a prime consideration in restricting vacation time.

Section 6

Employees may take one to three days of vacation on shorter than two weeks advance notice if the employee requests and receives written permission for the same from his foreman or superintendent at least the same number of days in advance of his planned absence. Employees using four or more days vacation shall give the usual two weeks minimum advance notice. Management reserves the right to grant the use of vacation on shorter notice for emergencies or special reasons.

Employee's failure to receive written permission from his foreman or superintendent as provided for in the preceding paragraph shall result in loss of vacation pay or in no pay for the absence. Initialing of the time ticket by the supervisor shall be deemed to be written permission. In the event a request is timely submitted, but not acted upon by the supervisor, permission shall be deemed to have been granted.

ARTICLE XX SICK LEAVE

Section 1

Each employee with one year of service or more shall be allowed sick leave at the employee's regular rate of pay at the rate of one day (eight [8] hours) per month. Sick leave may be accumulated to sixty (60) days (four hundred eighty [480] hours). Employees, who do not use any or all of the sick leave days they earned during the current calendar year which exceed the sixty (60) day maximum accumulation at the end of each calendar year, shall be paid for 100% of those unused sick leave days that exceed said sixty (60) day maximum accumulation, at their regular straight time hourly rate in effect for that year, with payment to be made in the second pay period in the month of January.

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. Sick leave may be used by employees for health care appointments (doctors, dentists, optometrists, etc.) or hospitalization for themselves, their spouse, their children or their parents. Misuse of sick leave by employees shall be sufficient cause for disciplinary action.

Section 3

Sick leave may be utilized in minimum one-quarter hour increments. If the employee is reasonably able to work for at least four (4) hours of a working day, he shall not be allowed to use a full day of sick leave.

Section 4

Upon death or retirement, the employee shall be paid one hundred (100%) percent of all accumulated sick leave. Employees who quit or are discharged shall receive fifty (50%) percent of their accumulated sick leave. The term "retirement" as used in this section shall mean the date upon which the employee becomes eligible for full retirement benefits under the current MERS plan, or accumulates 25 continuous years of employment service with the Employer, whichever is earlier.

Section 5

An employee who is absent from work due to medical reasons for over fourteen consecutive calendar days shall present a permission slip signed by the doctor allowing him to return to his regular work subject to only such restrictions as require reasonable and temporary accommodations not exceeding 30 calendar days in length. As a prerequisite to allowing said

return, the Employer may, in its discretion, have the employee examined by a medical doctor of its own choosing who treats patients on a regular basis who have the same or similar problems as the employee. In the event the second opinion differs from the first, a further medical opinion from a health care provider designated or approved jointly by the Employer and the employee shall be obtained and be binding upon the parties.

ARTICLE XXI HOURS OF WORK

Section 1

The regular work day shall consist of eight (8) hours.

Section 2

The normal eight hour work day shall start at 7:00 a.m. and end at 3:30 p.m., with the Employer to designate in the work rules the exact time for a thirty (30) minute lunch period. The Employer reserves the right to move the starting time or quitting time one (1) hour either way provided that it gives at least one (1) week notice.

Notwithstanding anything contained in this section to the contrary, for snow and ice removal crews, the normal eight hour work day starting time shall be flexible on a daily basis, said starting time to be determined on a needs basis at the sole discretion of the operations superintendent. For example, snow and ice removal crews called into work at 4:00 a.m. shall be deemed to have concluded their normal eight hour shift at 12:00 p.m. (if no lunch break is taken) and, unless required by the operations superintendent to work overtime, shall then be permitted to go home. Members of snow and ice removal crews who are called in prior to 7:00 a.m. shall receive one and one-half their regular pay rate for each hour of actual call-in time worked prior to 7:00 a.m. up to a maximum of three (3) hours.

Additionally, the operations superintendent shall work longer hours, as he deems necessary, during the summer season on a five-day per week work schedule in order to increase productivity.

Section 3

The regular work week shall consist of five (5) consecutive days or forty (40) hours per week. A base week shall begin at 12:01 a.m. Sunday and run through 12:00 p.m. Midnight Saturday.

Section 4

Employees shall be paid time and one half the regular rate for all hours worked in excess of eight (8) 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 three (3) hours work at one and one half (1 1/2) times his regular pay rate, or if such work does not extend for three (3) hours work, he nevertheless shall be paid for three (3) hours work at the time and one half rate. However, if an employee is at his designated garage waiting for his regular shift to begin, and his foreman requests him to start immediately due to an urgent need, the employee will be paid for only the actual time worked rounded to the nearest quarter (1/4) hour, in which case said employee is not eligible for the three (3) hours call in.

Section 6

An employee who reports for work at his regular starting time and who has not been given at least eight (8) hours previous notice not to report, shall receive a minimum of one half day's pay at straight time. It is further agreed, however, that any employee who is released from work prior to the completion of an eight (8) hour work day due to lack of work may supplement his or her pay for that day with pay for any remaining vacation time as is then available and owing to him or her. The maximum supplement permitted for any one such day shall be equal to the employee's regular pay rate times eight (8) hours minus the number of hours actually worked.

Section 7

When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. Overtime shall be offered to the employees in a job classification in the order of seniority. In the event the employees in a job classification do not accept the offer of overtime, then mandatory overtime shall be worked by the employees in a particular job classification in the reverse order of seniority.

In the event of an emergency, the Employer may call in not to exceed two (2) employees without regard to seniority, for not to exceed three (3) hours in length. For purposes of this section "emergency" shall mean any condition that poses an imminent threat of significant danger or peril to persons or property if not remedied forthwith and which is located within 10 miles of the residence of the employee to be called.

Overtime work on call in or on weekends shall be offered by seniority in accordance with an employee's regular job classification without regard to seasonal positions being worked by employee, unless the seasonal position is the position being called in.

Overtime on state highways will be offered to employees regularly assigned to state highways working out of the Hillsdale garage in order of seniority before offering such overtime to other heavy truck drivers assigned to the Hillsdale garage.

Section 8

There shall be a seasonal position designated as county winter night crew that shall exist and be operational during the winter season at the operations superintendent's discretion. The county winter night crew shall consist of not more than 2 employees. Position(s) on the county winter night crew shall be available for bid when a vacancy or vacancies exist; provided, however, that mechanics shall not be allowed to bid. The road commission reserves the right to fill any vacancies created on the day shift as a result of the bidding procedure in accordance with past practice and/or the provisions of this Agreement. The commencement and end of the county winter night crew season shall be determined each year by the operations superintendent in his sole discretion.

The normal hours of work on the county winter night crew shall be 10:30 p.m. to 7:00 a.m.; provided, however, that county winter night crew members shall be eligible and available for early call-in at 7:00 p.m. as determined by the operations superintendent within his sole discretion on an as needed basis. The normal work week for the county winter night crew shall begin Sunday at 10:30 p.m. and end on Friday at 7:00 a.m., excluding holidays.

County winter night crew members shall be based at the Hillsdale truck barn and shall remove ice and snow on such county roads as determined by the operations superintendent in his sole discretion. When not needed for ice and snow removal, county winter night crew members shall perform road maintenance and light maintenance on equipment e.g. washing, equipment, changing blades, replacing lights, fueling equipment, etc., and performing such other light maintenance work as is assigned by the operations superintendent.

County winter night crew members shall receive premium pay for hours worked during the winter night crew season equal to \$.20 per hour.

ARTICLE XXII **INSURANCE**

Section 1

The Employer will provide a \$15,000.00 group life insurance policy for all employees effective thirty (30) calendar days after the employee has completed the sixty five (65) working day trial period.

Section 2

The Employer shall provide a sickness and accident policy that, subject to its terms and conditions, provides \$250.00 per week for not to exceed a total of fifty two (52) weeks after the first day of injury or hospitalization, or the fifteenth (15th) day of sickness for all employees effective thirty (30) calendar days after the employee has completed the sixty five (65) working

day trial period; provided, however, that any employee who is receiving sick and accident benefits may, at the employee's request, supplement said benefits from available sick leave days up to 100% of said employee's regular forty (40) hour gross pay check rounded to the nearest hour.

Section 3

For the duration of this agreement, the Employer agrees to maintain participation, on the basis hereinafter provided, the MERS C-1 New Benefit program with a 1.5% multiplier, full retirement at age 60 if fully vested, final average compensation based on the highest 60 consecutive months divided by five (FAC-5), and 6 year vesting. All employees shall contribute a minimum of 3.3% of their gross pay through payroll deduction from each pay, with the Employer contributing the difference in premium.

It is acknowledged by the parties that as of January 1, 1993, current employees had an irrevocable option to choose to have their contributions tax-deferred. All contributions for new hires after said date shall be on a tax-deferred basis.

The Employer shall determine and provide reasonable time off work for the employee delegate to attend the annual MERS meeting, and shall pay said employee delegate not to exceed eight (8) hours pay per day at said employee's regular rate plus registration fees for said meeting.

Section 4

The Employer will continue to provide the following group Blue Cross/Blue Shield coverage, or equivalent, subject to the terms and provisions hereinafter set forth:

The coverage provided shall be for the employee, his spouse, and the children dependent on the employee through the year in which the children turn nineteen (19). The Employer shall not provide medical insurance for family members who are already covered by a Blue Cross/Blue Shield policy. The medical insurance coverage will provide for a semi-private room. A retired employee may continue to have provided to him/her medical insurance through the Employer if such retired employee pays the full medical insurance premiums to the Employer quarterly in advance.

The parties further agree and acknowledge that it is their intention that the plans shall provide for a continuation of the current coverage with the following changes: Prescription drug card deductible shall require, commencing January 1, 2001, a co-pay of \$10.00 per prescription; and that, except as specifically modified above or otherwise provided for in this agreement, the coverages provided shall remain unchanged from those presently in effect.

The parties further agree that Employer shall assume and pay directly to the health care provider in question any portions of covered hospitalization expenses as are attributable to the DRI-500 plan to the extent, and only to the extent, that they exceed that portion of said deductible amount as would be attributable to the employee under the DRI-100 plan upon presentation to Employer of invoices or bills, together with verification from Blue Cross/Blue Shield, or its successor, showing an unpaid deductible owing for covered hospitalization expenses in excess of the applicable DRI-100 deductible amount.

The excess portion of the deductible amount to be assumed and paid by the Employer pursuant to the foregoing paragraph may be reimbursed directly to the employee upon presentation by the employee of 1) proof satisfactory to the Employer that said employee has already paid said deductible amounts in full, and 2) all of the documentation required pursuant to the immediately preceding paragraph of this Section 4.

Section 5

As an alternative to the Blue Managed Traditional Plan health insurance coverage described in the preceding Section 4, the Employer shall also make available to each full-time bargaining unit employee the opportunity to elect health insurance coverage under either Blue Cross/Blue Shield's Blue Choice ® POS Plan 4 or Blue Cross/Blue Shield Community Blue Preferred Provider PPO, in lieu and instead of the above described traditional health coverage.

Section 6

As a further alternative, each full-time bargaining unit employee may elect, in his or her sole discretion, to withdraw from any health insurance coverage and receive instead Employer contributions into the electing employee's Employer sponsored deferred compensation plan in the amount and subject to the qualifications, restrictions, eligibility, terms and conditions that follow:

A) Only those bargaining unit employees who provide written proof, in form and content satisfactory and acceptable to the Employer, of duplicative health insurance coverage for the electing bargaining unit employee under a health insurance plan provided by the employee's spouse's employer shall be eligible to withdraw from health insurance coverage under one or the other of the Employer provided health insurance plans hereinbefore described and participate in the Employer sponsored deferred compensation plan instead, as hereinafter provided;

B) Each eligible participating employee shall also agree in writing, as a prerequisite to participation in said Employer sponsored deferred compensation plan, to immediately notify the Employer in writing should he or she cease to be eligible for participation in the duplicative health insurance coverage provided to the employee's spouse by his/her employer;

C) The election to withdraw from the Employer provided health insurance coverage and to participate in and receive contributions for his/her benefit from the Employer into an Employer sponsored deferred compensation plan in lieu of the Employer provided health insurance coverage shall be within the sole discretion of each said eligible employee;

D) For those eligible bargaining unit employees who elect to withdraw from the Employer provided health insurance coverage and to participate in and receive contributions from the Employer into an Employer sponsored deferred compensation plan in lieu thereof, the Employer agrees to contribute the sum of One Hundred and 00/100 (\$100.00) Dollars per pay period into an Employer sponsored deferred compensation plan in the sole name and for the benefit of said eligible participating employee, subject only to the terms and conditions of said plan. The election to withdraw from the Employer provided health insurance coverage and to participate in and receive contributions from the Employer into an Employer sponsored deferred compensation plan in lieu thereof shall be made by the affected employee or employees annually not later than December 1 of each year and said election shall remain in effect for the following calendar year. Failure to make an election by said date shall result in said employee being continued in the Employer provided health insurance coverage for the following calendar year except as provided in the following subparagraphs g and h.

E) Employer contributions to an Employer sponsored deferred compensation plan on behalf of an eligible participating employee, in lieu of participation in the Employer provided health insurance coverage, shall be added to that employee's base wage and shall be contributed on a bi-weekly basis consistent with the established pay period, with applicable FICA taxes to be contributed by the Employer and employee concurrently therewith.

F) Employer contributions to an Employer sponsored deferred compensation plan on behalf of each eligible participating employee shall continue until any one of the following events occurs:

- i. this collective bargaining agreement is either rescinded or expires;
- ii. this collective bargaining agreement is further modified or amended;
- iii. the eligible participating employee's employment with the Employer is terminated for whatever reason by either the Employer or the employee;
- iv. the duplicative health insurance coverage being provided by the employee's spouse for the employee is eliminated, terminated or lapses for any reason whatsoever.

G) In the event a participating employee loses his/her eligibility for insurance coverage on his/her spouse's plan, the participating employee may elect in writing to be covered by any Employer furnished health insurance coverage that might then be available. Except as might be limited by the terms of the health insurance plan then in effect, such health insurance coverage shall be provided in the same manner, to the same extent and subject to the same restrictions and qualifications as apply to other bargaining unit employees who are then eligible for and covered by such insurance. Coverage, in such event, shall commence at the earliest possible date following the Employer's receipt of the employee's written election as is allowed by the insurance carrier providing coverage.

H) In the event an employee becomes eligible to withdraw from the Employer provided health insurance coverage and to participate in and receive contributions from the Employer into an Employer sponsored deferred compensation plan in lieu thereof for the first time after December 1 of a calendar year, such employee may so elect notwithstanding anything contained herein to the contrary. In the event of such an election, it shall remain in effect for the balance of the calendar year in which it is made. Thereafter, the provisions of subparagraph d shall apply. Withdrawal, in such event, shall commence at the earliest possible date following the Employer's receipt of the employee's written election as is allowed by the insurance carrier providing coverage.

ARTICLE XXIII TERMINATION OF AGREEMENT

Section 1

This Agreement shall be effective when signed by or on behalf of both of the parties, with wages being retroactive to January 1, 2000, and shall remain in full force and effect until December 31, 2002, and from year to year thereafter unless changed or terminated in the manner hereinafter provided. Each yearly anniversary date referred to in this Agreement shall be December 31 of each calendar year during the life of this Agreement.

Section 2

Either party desiring to change or terminate this Agreement must notify the other party in writing, at least sixty (60) days prior to the date of change or termination.

Section 3

Whenever notice is given for changes, the nature of the changes desired must be specified at least thirty (30) days after receipt of said notice and negotiations started within thirty (30) days after receipt of said notice unless a different date is mutually agreed upon by the parties hereto. Such changes will not be subject to grievance procedure or arbitration

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**

William L. Watkins
William L. Watkins, Chairman

Bret L. Hutchins
Bret L. Hutchins, Vice Chairman

Charles G. Gier
Charles G. Gier, Member

**HILLSDALE COUNTY ROAD
COMMISSION EMPLOYEES'
ASSOCIATION**

Samuel D. Gier
Samuel D. Gier, President

Kenneth E. Cleland
Kenneth E. Cleland, Vice President

Mark E. Stemen
Mark E. Stemen, Secretary/Treasurer

SCHEDULE A - WAGES

<u>CLASSIFICATION</u>	<u>Effective 01/01/00</u>	<u>Effective 1/01/01</u>	<u>Effective 01/01/02</u>
Labor	\$9.55	\$10.05	\$10.55
State Light Truck/ Winter Patrol	\$13.76	\$14.26	\$14.76
Light Truck (One Ton Truck or under)	\$13.70	\$14.20	\$14.70
Heavy Truck, Utility Man, Sign Truck Helper	\$13.81	\$14.31	\$14.81
Sign Truck Operator	\$13.91	\$14.41	\$14.91
Tire Man/Garage Maintenance	\$13.86	\$14.36	\$14.86
Heavy Equipment (Graders, First Loader)	\$14.02	\$14.52	\$15.02
Mechanics* (required to furnish small tools)	\$14.23	\$14.73	\$15.23

*Included in the wage rate above for mechanics is \$0.15 per hour as compensation for the tools that the employee is obligated to and has purchased for use on the job.

New employees shall be hired at not less than the starting labor rate. When new employees are hired for any position other than labor, during their probationary period, they shall be paid the beginning rate for that position less \$1.00 per hour during the first 40 working days, and less \$0.50 per hour during the remaining working days of the probationary period.

SCHEDULE A - WAGES (continued)
SEASONAL CLASSIFICATIONS

The following classifications are seasonal only and the wage rate for the respective classifications will be paid only during the period operated. Heavy equipment operators shall not bid on seasonal equipment. All other employees may only hold one (1) seasonal position at any given time in addition to his/her regular classification.

<u>CLASSIFICATION</u>	<u>Effective 01/01/00</u>	<u>Effective 01/01/01</u>	<u>Effective 01/01/02</u>
Roadside Mower, Sweeper, Stump Chipper	\$13.81	\$14.31	\$14.81
Light Grader Operator	\$13.86	\$14.36	\$14.86
Self-Propelled Chip Spreader (plus 1 helper), Asphalt Paver (plus 3 helpers), Shoulder Widener, Distributor Operator, Bulldozer, Excavator, Second Loader, Backhoe, Roller Operator, High Ranger (plus 1 helper)	\$14.02	\$14.52	\$15.02
Crack Sealer (spray attachment)	\$14.06	\$14.56	\$15.06

Lo-Boy Driver is to be paid according to the pay class for the equipment he is hauling.

