

6274

11/1/2003

AGREEMENT

between

IONIA COUNTY ROAD COMMISSION

and

GENERAL TEAMSTERS UNION, LOCAL NO. 406

affiliated with the

International Brotherhood of Teamsters

November 1, 2000 - - - November 1, 2003

Ionian County Road Commission

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CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2000, by and between the Ionia County Road Commission located at Ionia, Michigan (hereinafter called the "Commission") and the General Teamsters Union, Local No. 406, affiliated with the International Brotherhood of Teamsters (hereinafter called the "Union").

WHEREAS, the Commission is engaged in furnishing an essential public service vital to the health, safety, comfort and welfare of the people of Ionia County; and

WHEREAS, both the Commission and its Employees have a high degree of responsibility to the public in so serving the public without interruption of this essential service; and

WHEREAS, since both parties recognize this mutual responsibility, they have entered into this agreement as an instrument and means to permit them to fulfill said responsibility, and with the intention and desire to foster and promote sound, stable and peaceful labor relations between the Commission and the Union, and to that end the parties hereto have reached an understanding governing the conditions of employment which shall prevail on the properties of the Commission insofar as it relates to the Employees within the bargaining unit; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Commission and the Union so that grievances and complaints shall be settled quickly and satisfactorily to both parties, so that service to the public shall not be disrupted:

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

DEFINITIONS

Section 1.1 Absenteeism shall mean absence from the job at starting time without prior notice to and consent of the Commission.

Section 1.2 Arbitration shall mean the process by which a dispute can be settled after the application of the preceding steps in the grievance procedure have failed and involving only disputes which pertain to the application or interpretation of the contract.

Section 1.3 Day shall mean 6:00 A.M. to 6:00 A.M. for dating time cards.

Section 1.4 Days shall mean working days, unless specifically stated in this Agreement.

Section 1.5 Excessive Absenteeism shall mean unexcused absenteeism two times within

a period of four weeks.

Section 1.6 Hours of Work shall mean the hours an employee may ordinarily expect to work and does not imply and guarantee that the work day will not be shortened or lengthened because of work or because of an emergency.

Section 1.7 Lateral Transfer shall mean assignment by the Commission to a job of equal classification.

Section 1.8 Personal Leave of Absence shall mean time off the job without pay or benefit granted by the Commission for personal reasons of the employee.

Section 1.9 Misuse of Sick Leave shall mean the use of sick leave for any reason not contained in Section 11.3 of this Contract.

Section 1.10 Reporting Absence From Work shall mean all employees not expecting to report to work any day will notify their foreman prior to starting time.

Section 1.11 Agency Shop shall mean any employee who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days of commencement of duties, shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by the members of the Union. In the event an employee shall not pay such service fees directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the employer shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge. The Union will protect and save harmless the Board and each member thereof from any and all claims, demands, suits costs and other forms of liability, including attorney fees and unemployment compensation, by reason of action taken by the Commission or its designated agent for the purpose of complying with this Section provided the Union has the right to choose the legal counsel to defend any said suit or action and provided the Union shall have the right to compromise or settle any claim made against the Commission under this Section, provided that such compromise or settlement is agreeable to the Commission, provided such agreement shall not be withheld without good reason.

Section 1.12 Notices, Due Notice, Notice Shall Be Given etc. shall mean Certified Mail, Return Receipt Requested to either the Union or the Commission Manager, unless personal service is made.

Section 1.13 Overtime shall mean all time worked over eight (8) hours per day and all day Saturday, Sunday and Holidays. Mechanics and others whose regular shifts and schedules include Saturdays, and/or Sunday shall receive overtime pay rates for all time worked over eight (8) hours per day and for days worked beyond their regular work schedules, and for holidays.

Section 1.14 Promotion shall mean a transfer to a higher rated job, intended to be permanent.

Section 1.15 Seniority is the length of continual uninterrupted time in the employ of the Commission from the date and hour of hire plus time spent in the Armed Forces of the country or any other absence approved by the Commission. However, if a person is laid off, through no fault of their own, longer than the time accumulated they will no longer have seniority. For recall purposes under the layoff provisions of this contract, a person hired after November 1, 1994 will have recall rights equal to their length of service, not to exceed 24 months.

Section 1.16 Strike shall mean any work stoppage, slowdown or refusal to cross a picket line to conduct snow or ice removal operations or to alleviate an emergency situation.

Section 1.17 Reinstated Employee shall mean an employee that is on leave of absence, extended sick leave or for other legitimate reason approved by the Commission. An employee that has severed their connection with the road commission and is rehired at a later date shall be considered as a new employee in the terms of this Contract.

Section 1.18 Temporary and seasonal employees are employees hired for short duration (maximum 120 days) for hand labor (April 15 through October 1) or shop chores (December 1 to April 1) and shall not be construed to mean employees that are hired with the intent to keep permanently employed after their trial period. Temporary and/or seasonal employees may operate vehicles not requiring a CDL license, except for the forklift and farm-type tractors, except to load blacktop. (For example...pothole patching, traffic control, crack sealing, brush cutting, cleaning the shop or yard, cleaning trucks and equipment.) The maximum number of temporary or seasonal workers shall be limited to twenty (20) percent of the bargaining unit, rounded to the highest fraction. Temporary and/or seasonal employees shall be required to pay a twenty dollar (\$20.00) service fee per month to the Union, if the temporary/seasonal employee earns five-hundred dollars (\$500.00) or more in two pay cycles. Temporary/seasonal employees shall not be required to pay an initiation fee to the Local Union.

..... If a temporary or seasonal employee is rehired by the Commission before the end of the year in which his/her temporary or seasonal employment ended, the time actually worked in that year will count toward completion of their probationary period, and, upon successful completion of their probationary period their seniority date for Union purposes will be their initial date of hire that year. Wages for temporary and seasonal employees may range from minimum wage to seventy percent (70%) of the TMW classification rate.

RECOGNITION

Section 2.1 The Commission recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Commission of all its employees in the matter of wages, hours and working conditions, excluding office clerical employees, subcontractors, irregular part time employees, temporary and seasonal employees,

engineering employees and supervisors as defined in the Act.

Section 2.2 This recognition clause shall be construed to apply to employees and not to work. It shall not limit the Commission's right to contract out work provided subcontracting of work does not cause a layoff of Employees under normal economic conditions.

Section 2.3 All employees are hired on a trial basis for one (1) year of continuous employment, during which period they may be discharged without further recourse, provided however that the Commission does not discharge or discipline for the purpose of evasion of any part of this Agreement.

Section 2.4 The Commission agrees not to enter into any agreement with another labor organization during the life of this agreement.

UNION SECURITY AND REPRESENTATION

Section 3.1 It is mutually agreed by the Commission and the Union and the Employees that the Ionia County Road Commission shall operate on the Agency Shop basis.

Section 3.2 Stewards shall not exceed one for each fifteen (15) employees or fraction thereof.

Section 3.3 The Commission will pay stewards when conferences are requested by them to settle grievances during regular working hours, however, negotiations will not be held during normal working hours nor will employees be compensated for negotiations.

Section 3.4 Election of stewards may be held during working hours, provided that permission is granted by the Commission. The names of stewards of the Union shall be reported to the Commission in writing as soon as possible after election or appointment. Changes taking place during the year shall also be reported as they are made.

Section 3.5 The Commission agrees to deduct from the pay of each employee all dues, assessments, service fees and initiation fees of Local 406 and pay such amount deducted to said Local 406 for each and every employee provided, however, that the Union presents to the Commission authorization signed by such employee allowing such deduction and payments to the Local Union as aforesaid.

Section 3.6 The authorization for the deduction of dues shall be irrevocable for the duration of this Contract.

Section 3.7 Stewards, during their regular working hours, without loss of time or pay, may investigate and present grievances to the aggrieved employee's immediate supervisor after they have properly notified their Foreman. Stewards shall attempt to investigate and present grievances at a time that would least interfere with their work.

Section 3.8 The Commission will pay the stewards up to two (2) days each occasion, administrative leave for attending seminars relating to negotiation of contracts and grievance procedures, provided prior approval has been obtained from the Commission. No more than two (2) such officers will be gone at any time. Prior approval to mean a written request submitted to the Managing Director a minimum of three (3) working days in advance of the request.

MANAGEMENT RIGHTS

Section 4.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Commission reserves and retains, solely and exclusively, all of its Common Law rights to manage the Commission's business, as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of management which are not abridged by this Agreement, shall include but not limit its rights to determine the existence of nonexistence of facts which are the basis of a management decision, to establish or continue policies, practices and procedures for the conduct of the Commission's business and from time to time, to change or abolish such policies, practices, or procedures; the right to determine and from time to time redetermine, the number location, relocations and types of its operations, and the methods, processes and materials to be employed; to discontinue processes or operations or to discontinue their performances by employees of the Commission; to determine the number of hours per day or week operations shall be carried on; to select and determine the number of employees required; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to lay off, terminate otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine thee facts of lack of work, to make and enforce reasonable rules for the maintenance of disciplines; to suspend, discharge, or otherwise discipline employees for cause and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and satisfactory operation of the Commission with due notice to the Union all to the best regard of its employees.

Section 4.2 The employees recognize that the Commission retains the right of management of all affairs which are prescribed by law, including the decision on the number of employees, discipline or discharge of employees for just cause, provided in the exercise of this right it will act in a just and prudent manner, and in the event an employee feels aggrieved, they shall have the right of appeal through the grievance procedure as outlined, unless this Agreement specifically states otherwise.

GENERAL

Section 5.1 Promotion. All job openings shall be posted on the bulletin board for six (6) working days at the main garage, with a copy of postings enclosed with each employees' biweekly paycheck. Interested employees should apply in writing to the Manager. All promotions or job transfers will be awarded to the most senior employee who applies, except for the Lead Worker positions. Employees who receive a promotion or job transfer will be considered to be on probation for the first 12 months to allow them to demonstrate their ability working that assignment under all weather conditions. Probationary employees will be given training in their new assignment. They will receive a written performance evaluation at the end of each season (quarterly). The performance evaluation will indicate the season, type of work performed and the rating for that season's work. Both the employee and the Foreman will sign the evaluation, noting any comments on the form. Management will work with employees currently performing these assignments to develop the season rating factors. For new assignments, management will work with employees performing work closest to the new assignment to develop the factors. If a probationary employee is not performing satisfactorily, the Foreman will give them an interim rating. This rating will detail what they are doing wrong, the improvement necessary and a specified time period to make the improvement. Both the employee and the Foreman will sign the interim evaluation, noting any comments on the form. The employee may request that another management employee review the interim rating. If an employee does not improve to a satisfactory level within the specifies time period, they will be reassigned to an available open position. The employee may not grieve this reassignment. An employee may transfer back to their previous assignment for 29 calendar days after taking a new assignment. After 29 days, they may only transfer to an available open position. Promotions for the Transportation Maintenance Lead Worker classification will only be made based on a review of seniority, experience, work records and oral interview. If all factors are equal, seniority will prevail for Lead Worker promotions. This classification will have a one year probationary period and 4 season performance rating schedule.

Section 5.2 If an employee is laid off, his life insurance and hospitalization insurance coverage will continue for the remainder of the month in which layoff occurs, plus one (1) additional month.

Section 5.3 Seniority shall be considered as covering all employee categories.

Section 5.4 Employees of the Commission will receive one (1) fifteen (15) minute break per day, taken in place, after 2-3 hours of work and one (1) fifteen (15) minute lunch break taken in place after 5-6 hours of work. During winter conditions or project type work, breaks or lunch may be taken at other than the normal times, if requested by the employee or job foreman. Any employee working overtime would receive additional breaks.

Section 5.5 Punch in time will not be earlier than fifteen (15) minutes before the day's work begins, unless the card is initialed by the Foreman.

Section 5.6 Any time over eight (8) hours in one day must be approved by the Foreman. If not approved, only (8) hours will be allowed.

Section 5.7 Every employee shall notify the office of any change in address, telephone number, number of dependents, change in beneficiary on life insurance, or other important changes within two (2) weeks after such changes. If an employee does not notify the office of changes in spouse and/or dependents that cause the Commission to pay premiums for insurance for ineligible persons, the employee will be required to repay the premiums. All changes will be made on duplicate forms with a copy to the employee. If the changes are not properly made by the person responsible that result in an employee's claims being rejected and unpaid, the person responsible for making the changes will be responsible for the rejected/unpaid claims and/or wrongly paid premiums. Failure of any party to give consent for or repay wrongly paid premiums shall be considered reason for discharge.

Section 5.8 Any employee who is away from work, or fails to appear for work for a period of three (3) days without notifying their supervisor shall be considered as having left their position voluntarily and shall forfeit all seniority and benefits.

Section 5.9 The Commission will erect bulletin boards in all garages at appropriate places which may be used by the Union for posting notices approved by the Commission and restricted to:

- (a) Notices of Union Recreation and Social Affairs
- (b) Notice of Union elections
- (c) Notices of Union appointments and results of Union elections
- (d) Notice of Union meetings
- (e) Other notices of bona fide Union activity such as Credit Unions, etc.

There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon Commission property other than as herein provided.

Section 5.10 The Commission reserves the right to fix rates for new jobs and job classifications.

Section 5.11 Personal leave of absence to be limited to thirty (30) days unless by written agreement the Commission waives the time limit. Gainful employment during the leave shall be considered the same as a voluntary quit, unless authorized by the Commission. Personal leave shall be granted only when it would not seriously interfere with Commission operations.

Section 5.12 Medical Leave of Absence. Sick leave will be granted upon proper application subject to the Commission's right to require acceptable medical proof. An employee may be on medical leave of absence for a period of not more than two (2) years, and seniority and employment shall not continue beyond that time, except this period may

be extended for one (1) additional year if the employee so requests in writing and provides a doctor's opinion that he may be able to return to work in that year. The Commission may request at any time as a condition of continuance of any medical leave of absence proof of continuing disability. Any employee returning to work from a medical leave of absence may be required to present a doctor's certificate that the employee is physically able to perform the required job. In situations where the employee's physical or mental condition raises a question as to the employee's capability to perform his job, the Commission may require a medical examination and, if appropriate, require the employee to take a sick leave of absence. Medical Leave of Absence will only be paid for to the extent of an employee's accumulated and unused sick leave and/or accumulated and unused vacation. Vacation and sick leave will not accrue during Medical Leave of Absence. Employees may request a medical leave under the Commission's policy for Family and Medical Leaves in compliance with Federal law.

Section 5.13 The stewards shall have no authority to take strike action or any other action interrupting the Commission business.

Section 5.14 Second jobs (moonlighting) shall be permitted so long as the second job does not interfere with overtime or the employee doing his job efficiently. All employees with second jobs must notify their foreman so he can find them in cases of emergency.

Section 5.15 Procedure to be followed in case of hours reduction. The Union recognizes that in unusual situations it may be necessary to reduce hours in the work day or work week. The Commission recognizes the employee concerns when this becomes necessary. Before the Commission reduces hours, it will give the Union advance notice and will meet with the Union at least two (2) weeks before the effective date of the change to explain the reasons and discuss the matter. The Commission will discuss any cost savings suggestions and/or alternatives before implementing the change.

This procedure will not apply in cases where it is necessary to send employees home for a limited duration due to weather, acts of God, or other situations beyond the Employer's control.

Section 5.16 Mechanics Tool Allowance. The mechanic's tool allowance will be Two Hundred Fifty dollars (\$250.00) per year effective January 1, 2001. The Commission will insure the mechanic's tools in the event of a catastrophic loss, exceeding the commission's \$1,000 per occurrence deductible. Each mechanic must provide a list of tools and their value by January 1st of each year, to be checked by the Fleet Manager. Mechanics should inform the Fleet Manager in writing if they obtain a substantial amount of new tools during the year. Recovery will be limited to the tools and amounts included on each mechanic's tool list on file, in excess of the deductible.

PAY PERIOD

Section 6.1 The payroll period will be on a bi-weekly basis and the day of pay will be the first Friday after the end of a pay period. However, should a payday fall on a holiday, or any day designated as a holiday, the day of pay will be on the day previous to the holiday. Paychecks will be in sealed envelopes mailed to the employees current address. Upon written request, employees may arrange to pick up their checks in person during regular office hours, after 3 p.m. Thursday (4 p.m. during Summer hours), for a minimum 6-month period.

Section 6.2 A regular work week shall be considered five (5) days (Monday through Friday), with the exception of the Night Winter Maintenance Patrol.

WAGES AND WORKING CONDITIONS

The following Schedule "A" shows the classification and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth hours of work, regular working conditions, and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

SCHEDULE "A"

Section 7.1 A work day will be considered eight (8) hours per day (starting time shall be 7:00 A.M. EST) and will be paid for at the regular rates of pay established for each class of employment. The regular work day April 1st to December 1st of any year shall be eight (8) continuous hours with quitting time at 3:00 P.M. The starting time may be changed to maximize the amount of work days during daylight hours, however, this will not apply when sunrise occurs before 7:00 A.M. The Day shift starting time will not be later than 8:00 A.M.

Section 7.2 Overtime will be paid for at the rate of one and one-half (1 1/2) times the regular rates for hours worked over eight (8) hours per day. Also for time worked on Saturdays, Sundays and Holidays. All persons on night duty that are scheduled to work on a Holiday shall be paid at the overtime rate in addition to receiving the scheduled holiday pay for their rate. Mechanics on regularly scheduled night duty shall receive an additional night premium of ten (10) cents per hour. Overtime will be divided as evenly as practical, distribution shall not be subject of a grievance.

Section 7.3 Cost-of-Living-Allowance. The Cost-of-Living Allowance will be frozen for the term of this Agreement. The current COLA is included in the wage rates in Schedule "A". Nothing in this provision will prevent the Union from making additional cost-of-living proposals in negotiations for future contracts.

Section 7.4 The unusual nature of the operation of the Commission dictates that ALL EMPLOYEES other than those on authorized leave, will be expected to work during the

winter months or during emergencies when called. When employees accept an assigned scraper route with state trunkline responsibility, they understand they must be available for overtime as necessary during emergency conditions. Management understands that this may be impossible for these employees at some times. In order to adequately staff for emergency work on nights, weekends and holidays, management will assume a routed employee is available unless notified otherwise. Notification should be made to the foreman at least 24 hours in advance and the employee must check with the foreman to see if alternate coverage is available. A routed driver who is consistently unavailable for overtime may be removed from their assignment through the discipline process.

Section 7.5 Persons reporting for work at starting time who are prevented from commencing work due to weather, emergencies, or other unforeseen conditions will be paid until sent home and if sent home before two (2) hours have elapsed they shall receive two (2) hours pay for reporting provided that stay at the garage and are available for work. Persons called in for overtime work will receive a minimum of three (3) hours pay.

Section 7.6 Temporary transfers of employees not to exceed thirty (30) days to a higher or lower rated job due to lack of manpower on the job to which transferred may be made without change of rates. On permanent transfers the employees shall be paid the rate for that classification immediately.

Section 7.7 In the event of layoff, the least senior employee shall be laid off first, and further layoffs shall be in inverse order of seniority, provided, that the employees retained have the skill and ability to do the required work. When a recall is made, recall shall be in order of seniority, provided, that employees recalled have the skill and ability to do the required work. No employee shall be placed in the mechanics classification as a result of layoff unless he can supply the tools necessary to perform the duties of the classification and has demonstrated ability as a mechanic.

Section 7.8 Notwithstanding any provisions of this Agreement, it is recognized that the Employer may hire a part time employee for parts chasing and/or truck washing at a rate to be determined by the Employer, if it determines to utilize such a position. Such employee shall not be subject to the terms of this Agreement. The truck washing position shall only be filled if the Commission receives state or federal job training support or if the person has a disability.

Section 7.9 CLASSIFICATIONS/PAY RATES

Effective Date	11/1/00	11/1/01	11/1/02
Classification:			
Transportation Maintenance Worker	\$15.13	\$15.83	\$16.58
Mechanic	\$15.13	\$15.83	\$16.58

Transportation Maintenance

Lead Worker	\$15.95	\$16.65	\$17.40
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(The Commission may establish up to five (5) lead worker positions.)

- A. The Commission may implement incentive pay for certain jobs, skills and performance. Generally, incentive increases will be nominal, based on the following schedule:
- Step A - Non-probationary employees with a full-time assignment in a yearly routed run; with the Gradall; or in the Sign Shop will receive an incentive increase of \$.20 per hour.
- Step B - Non-probationary employees with a full-time assignment for operation of a motor grader; loader; gradall or stinger/wrecker will receive an incentive increase of \$.40 per hour. (Backhoe will be eligible if a full-time bid position).
- Step C - Non-probationary employees with a full-time assignment in the Transportation Maintenance Lead Worker classification will receive an incentive increase of \$.30 per hour.
- **Employees who are not eligible for any step and have responsibility for state trunkline runs during winter will receive the Step A increase of \$.20 per hour for hours worked from November 1 - April 1, without any wage progression.
- B. Employees in the Mechanic classification will be eligible for an additional \$.10 per hour for each state exam passed toward certification in Heavy Truck Maintenance. Upon completion of all 6 exams, at the employee's expense, and their certification as a Master Heavy Truck Mechanic, their hourly rate will be \$.75 higher than the rate for a Mechanic. The Commission will pay the yearly fee to keep their certification current.

Section 7.10 New Hires. New hires will start at 70% of the rate for the classification they hire in to the first year, 80% the second year, 90% the third year and 100% at the beginning of the 37th month.

Section 7.11 Flexible Scheduling and Summer Hours

- A. The Commission may implement voluntary flexible scheduling to more effectively deal with seasonal problems. (For example..pothole patching after heavy precipitation; gravel road scraping; gravel road preparation for dust control applications, etc.) A flexible schedule will be defined as a regular work day which begins and ends at times other than those shown in Section 7.1 or a scheduled second or third shift. The Commission will ask for volunteers qualified for stated work to work a flexible schedule. The Commission will announce the need for volunteers on Monday or Tuesday for a flexible schedule for the rest of a week or a 3 day minimum. **Flexible scheduling is entirely voluntary on the part of any employee.** Employees working a flexible schedule will receive a \$.50 per hour premium for all hours worked that day. Flexible schedules will not include a scheduled second or third shift position, 4-10 Summer hour schedules or winter

maintenance work. In the event of a winter emergency, all employees working flexible schedules will revert back to regular work hours the next working day.

- B. Summer Hours - The Commission shall have the right to implement "Summer Hours" between May 1 and September 1 of any year. The summer work hours will be for complete weeks and shall include a 2 week notice to affected employees before implementation. The work week shall be Monday thru Thursday or Tuesday thru Friday, beginning at 6:00 a.m., for ten hours per day. It is understood that overtime pay will apply only after ten hours of work, and when required to work a fifth, sixth or seventh day in one work week. Holidays falling during Summer Work Hours will be paid at ten (10) hours.

Section 7.12 - On-Call - Prior to March 15th of each year, the Commission shall post a sign-up sheet for volunteers for commission after hours on-call duty during the period April 15 thru November 15 (approximate dates). Employees may volunteer to take call duty for one-week periods and carry a pager and respond or contact other employees to respond to emergency calls. Employees on call-duty will receive 4 hours of additional pay (at overtime rates) for each week of call duty, in addition to any hours actually worked during that week. The Commission reserves the right to limit the number of employees considered for call duty and to remove employees from call duty if necessary.

FRINGE BENEFITS

The current social benefits are:

Section 8.1 Hospitalization Insurance. All current employees and future retirees will receive the employer paid Blue Cross Blue Shield Community Blue PPO program, with a \$5/\$10 co-pay prescription drug card and a \$5/\$10 mail in option. Health/vision insurance benefits will be paid for the employee, spouse and eligible dependents through the end of the year they turn age nineteen (19), as included in the Family coverage premium. The Commission will pay Family continuation for eligible dependents of employees of the Commission, as long as they are full-time students, through the end of the year that they turn age twenty-three (23). Those who continue to choose Blue Cross Blue Shield Traditional Plan L will be required to authorize a payroll deduction for the difference in the premium cost for the Traditional Plan L plan. Deductions for insurance may be made on a pre-tax basis.

After retirement, at age fifty-five (55) or later, an employee of this Commission, having twenty (20) years of continuous employment, or twenty-five (25) years of intermittent accumulated employment, the Commission will pay the premium for group Blue Cross/Blue Shield Community Blue PPO program, for the retired employee and their eligible dependents. Retired employees and their eligible dependents will be required to enroll in Complementary coverage upon reaching the age of 65 and will then be covered by Blue Cross Blue Shield Traditional Plan L, to coordinate with Medicare A & B. Current retirees shall be allowed to choose either the Community Blue PPO program or the Traditional Plan

L Plan.

The Commission reserves the right to select or change insurance carrier and/or funding, provided that the level of benefits remains substantially equivalent. The Commission will give the Union notice of any change and meet with the Union to explain any new program fully before implementing any change. In the event a Comprehensive Health Insurance Plan is enacted into law which affects the employer and the union, the parties to this agreement agree to participate in negotiating required changes to the health benefits provided in this section.

Option Provision - Employees not wishing to enroll in the Health Insurance provision of this contract, may receive a buyout benefit to purchase \$100,000 term life insurance or up to \$250 per month, to be deposited in the employee's deferred compensation plan account on a quarterly basis. In order to qualify for this option, the employee so affected must provide evidence that coverage exists for them under another health insurance plan. In the event that their alternate coverage is terminated, the employee and/or eligible dependents will be added back to the Commission's plan as of the termination date of the alternate coverage. This option may be selected so long as it does not jeopardize the tax-exempt status of all of the Commission's insurance benefits. If it does, the option will no longer be available.

Section 8.2 Dental Insurance: The Commission shall provide, without cost to the bargaining unit member and their eligible dependents, Class I (diagnostic, preventive and minor emergency procedures) benefits at 100%; all other Class I benefits at 90%; Class II and III benefits at 50%, based on the current Guardian dental insurance coverage document. Maximum of \$1,000 per year per person and \$1,000 lifetime for Class III benefits.

The Employer reserves the right to select or change insurance carriers, provided that the coverage remains substantially equivalent.

Section 8.3 Disability Insurance: The Commission will provide accident and sickness insurance for non-work related accident or sickness. This insurance will provide up to 66.67% of regular gross weekly wages per week benefit for a maximum of one hundred and four (104) weeks, after a waiting period of thirty (30) days for both accident or sickness.

Section 8.4 Life Insurance: The Commission shall provide \$50,000 term life and accidental death and dismemberment coverage, with no payout for disability. The plan will include options to convert to an employee paid policy at retirement, along with options for employee paid spouse and dependent coverage and for increasing employee coverage.

Section 8.5 Pension Trust. The pension trust will be the Michigan Municipal Employees Retirement System (MERS) B-2 - F55(30) - E2, effective November 1, 1997. Each employee's contribution to the pension plan will be three percent (3%) of their wages, until such time as the Unfunded Accrued Liability is 100% funded. After this point, the

employee contribution will drop to two percent (2%) of their wages.

Section 8.6 Longevity Compensation Plan.

Eligibility. The completion of six (6) years of continuous service beginning after September 1st following date of employment, and continuing in subsequent years of service, will entitle each employee to receive annual longevity payment as provided below. To be eligible for longevity payments subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required for original eligibility plus a minimum of one additional year of service for each payment. An employee rendering seasonal, intermittent or other part time service shall be entitled to payment on the same basis as full time employees when their service is equal to the continuous full time service required to qualify for the respective longevity payments, and shall receive payment in proportion to the time worked in that respective longevity year.

Limitation. No employee shall receive more than the amount scheduled for one annual longevity payment during any twelve (12) month period. An employee on a duty incurred compensable injury, or illness-leave of absence shall receive full annual longevity payments so long as the employee receives at least two-thirds (2/3) of their normal pay, not including sick leave or worker's compensation and shall only receive a pro-rata amount for the period of time actually worked. At such time as the individual's pay is reduced to Worker's Compensation or insurance benefits only, they will cease to receive any longevity pay. They will, however, receive credit for the period of leave of absence without pay in calculating their total years of creditable service. Computation of longevity pay shall be based on the amount earned in the period September 1st, through August 31st, excluding all overtime. (2080 hours times hourly rate of September 1st). No longevity payment will be made to anyone who has left the employment of this Commission prior to December 1st of the year in which payment is made, unless leaving is due to retirement.

Time of Payment. Payments to employees who become eligible on September 1st of any year shall not be made before December 1st of that year. The Commission shall, at their discretion, pay the full amount due in any year or in the event of revenue or other unforeseen loss can pay any percentage of the amount earned which they deem advisable. This longevity plan schedule can be changed, altered, or modified by the Ionia County Road Commission as often as it is deemed necessary or expedient, and in the case of modification, notice shall be given all employees on or before the first Thursday in June following the last payment.

Amount of Payment - Annual Longevity payments will be computed as years of service times \$20 per year. This plan will be revised to hold harmless any employee who is currently receiving an amount in excess of this calculation, until such time as their computed payment exceeds their current payment.

Section 8.7 Continuation of Coverage - The Commission shall make the payment of insurance premiums for all currently working employees and their eligible dependents. The

Commission shall discontinue payment of insurance premiums 30 days after the exhaustion of all sick and annual leave. The Commission shall discontinue payment of insurance premiums 30 days after an employee goes out on a Worker's Compensation leave, if Worker's Compensation will provide adequate funds to purchase the insurance coverage. In the event that Worker's Compensation does not provide adequate funds, the Commission shall continue to pay the insurance premiums for an eighteen (18) month period.

HOLIDAYS

Section 9.1 After six (6) months continuous service, employees who are not scheduled to work on any one of the following holidays, shall be paid eight (8) hours at straight time as holiday pay, when the holiday is on a regular working day and providing the employee has worked the day before and the day following the holiday. Days considered holidays for the purpose hereof are as follows:

- | | |
|-------------------|--|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Friday after Thanksgiving |
| 3. Memorial Day | 8. Christmas Day |
| 4. Fourth of July | 9. Veterans Day OR November 15 th (eff. 98) |
| 5. Labor Day | 10. Floating Holiday (between April 1-Dec 1) |

Section 9.2 Whenever one of the designated holidays falls on Saturday, the Commission shall declare the preceding Friday as the official holiday for the purpose of these rules. If the holiday falls on Sunday, the Commission shall declare the following Monday as the official holiday for the purpose of these rules. If Christmas or New Year's falls on a Tuesday, the preceding Monday will be declared a non-working day and if Christmas or New Year's falls on a Thursday, the Friday following will be declared a non-working day except for emergencies. The Floating Holiday must be requested in advance and approved by the supervisor and will be accounted for like a Personal Leave day.

Section 9.3 In the event a day following or preceding a holiday, is to be declared a non-working day, a notice shall be posted on the bulletin board forty-eight (48) hours in advance.

Section 9.4 Holidays falling within the period of annual vacation shall extend the vacation by one day.

Section 9.5 Work on the above holidays or any day designated as such shall be compensated for at the regular rate and time and one-half (1 ½); except for Christmas Day and Thanksgiving Day which will be compensated for at the regular rate and double time.

VACATIONS

Section 10.1 A regular employee, one who has six (6) months continual employment shall be allowed one (1) day (8 hours) vacation leave for each month worked, after completing his six (6) month qualifying period, up to 2 years continuous employment. After two (2) years continuous employment, 9.50 hours per month will be allowed; after five (5) years continuous employment, 11.33 hours per month will be allowed; after ten (10) years of continuous employment, 13.33 hours per month will be allowed; and after fifteen (15) years of continuous employment 15.33 hours per month will be allowed. The above vacation translated to the following per year:

6 mos - 2 years	96 hours (12 days)
2 - 5 years	112 hours (14 days)
5 - 10 years	136 hours (17 days)
10 - 15 years	160 hours (20 days)
over 15 years	184 hours (23 days)
over 20 years	192 hours (24 days)
over 25 years	200 hours (25 days)

The earned vacation may be accrued monthly up to a maximum of thirty (30) days (240) hours. A reinstated employee shall, providing they have to their credit six (6) months continuous employment, start to accumulate vacation pay at the rate of one (1) day per month worked, beginning with the first day of reinstatement.

Section 10.2 Any employee entitled to vacation pay shall make application for time off, on forms provided by the Commission, at least two weeks prior to taking leave, for leave periods of 1 week or longer and three days prior for leave periods of less than 1 week. In case of conflict of dates seniority shall govern. Consideration for date changes will be given for cause. The request for vacation time must be approved by the department head and may be approved with less than the required notice. Approval or disapproval with less than the required notice is not a grievable issue.

Section 10.3 No applications shall be considered for less than one (1) full day vacation, unless approval is given by the Supervisor for unusual circumstances. Approval of less than one full day is at the discretion of the supervisor. Approval or disapproval of less than one full day is not a grievable issue.

Section 10.4 Vacation credits will be posted as earned on a bi-weekly basis. Credit will only be given for the time on payroll.

Section 10.5 Earned and unused vacation pay will be paid in full to employees who have terminated their employment due to quit, layoff or discharge in their final paycheck.

Section 10.6 An employee cannot carry forward more than 240 hours of accumulated vacation at the beginning of the calendar year. The Commission will buy back any time in excess of 240 hours at the end of December, provided the employee has taken a minimum of 80 hours of vacation during the year, part of which must be 1 full week (40 hours

continuous). Payment for unused vacation will be made during January of the following year. If an employee has not taken at least 1 full week plus an additional 40 hours of vacation during the year, they will not be eligible to sell any unused vacation time and will forfeit any hours in excess of 240.

SICK LEAVE

Section 11.1 Every full time employee, after six (6) months continuous employment shall earn sick leave at the rate of 2.46 hours per pay period or 5.33 hours per month. Sick leave will only be credited for actual time on the payroll.

Section 11.2 Unused sick leave earned after November 1, 1994 has no limit on accumulation. Sick leave earned after 11/1/94 may only be used to cover time off per Section 11.3. Sick leave earned after 11/1/94 will have no provision for payoff at retirement, layoff, death or termination. Laid off employees will maintain their bank so long as they have seniority. If they are called back to work before their seniority ends, their hours will be credited back to them.

Section 11.3 An employee may utilize their sick leave allowance for absence as follows:

(1) Necessitated by exposure to contagious diseases in which the health of others may be endangered by his presence on duty. A doctor's slip is required.

(2) Due to personal injuries or illness caused by factors over which the employee has no reasonable immediate control. A doctor's slip is required.

(3) Illness, death or injury of an employee's spouse, child, brother, sister, parent or parent of spouse (limited to three [3] days). Proof may be required.

(4) Pallbearer at the funeral of a fellow employee, (limit ½ day) will be granted without loss of sick leave.

(5) Sick leave may be utilized by an employee for an appointment with a doctor or dentist. Proof of the appointment will be required.

(6) Sick leave earned prior to November 1, 1994 will be put in a sick leave bank for each affected employee. This bank will be equal to the number of hours accrued as of 11/1/94 times the employee's hourly rate at 10/31/94. Dollars in the sick leave bank will be paid to the employee as follows:

- (a) At the time an employee severs their connection with the Commission (quit or is fired), fifty percent (50%) of unused sick leave bank will be paid.
- (b) At the time of the employee's retirement (under the MERS requirements) or death, one hundred percent (100%) of the unused sick leave bank will be paid and all amounts due for sick leave will be paid in a lump sum amount

or the equivalent of eighty (80) hour increments at the discretion of the employee.

- (c) Dollars in the unused sick leave bank may be used to provide pay for an employee during time off for illness that is not covered by the Commission's disability benefits. Amounts collected under this section combined with any insurance benefits cannot be more than the employee's regular average pay.

(7) It shall be the employee's sole duty to report any sickness or accident when sick leave is requested.

(8) Each employee will receive three (3) days of personal leave each year. These days will be posted to each employee on November 1 of each year. Employees who work less than a full year will receive a portion of these days based on time worked. Personal leave days may be used for any purpose, but will require supervisor approval in advance, if possible. Unused personal days will roll into the employees sick leave hours if they are not used during the period November 1 through October 31.

Section 11.4 No sick leave shall be paid in advance of being earned. If any employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance, or in anticipation of future sick leave credits. In such cases, payroll deductions for the time lost shall be made for the pay period in which the absence occurred.

Section 11.5 All accumulated and unused sick leave earned and which has not been paid for under Section 11.3, Paragraph 6, will be credited to an employee recalled to duty from a layoff or transferred to another department without a break in service.

Section 11.6 An employee on duty, injured in an accident arising out of, and in the course of their employment with the Commission shall be continued as an employee, accumulating seniority for a 12 month period. Thereafter, no seniority shall accrue and the employee shall be considered as on leave.

Section 11.7 An employee receiving sick leave pay and who is also entitled to benefits from Worker's Compensation or Sick and Accident Insurance provided by the Commission shall only receive an amount in total as they would be paid for a normal working day (provided they have complied with Sections 11.1 - 11.12 of this Agreement).

AS AN EXAMPLE: The amount to be paid to an employee in a two week period shall be computed as follows: 10 days times rate per hour times 8 hours, (then this amount will be deducted from their sick leave bank accumulated prior to 11/1/94 or the number of days will be deducted from their sick leave accumulated after 11/1/94) and the sick leave bank shall be credited with the following formula: (dollars paid by insurance company or worker's compensation divided by rate per hour divided by 8 hours equals dollars or days to be added to sick leave bank. Dollars will be added back for time used from the sick leave bank accumulated prior to 11/1/94 and days will be added back to accumulated sick leave

earned after 11/1/94. If an employee has accrued sick leave, they shall receive all sick and accident insurance or worker's compensation.

Section 11.8 Sick leave shall not accrue during leave of absence without pay.

Section 11.9 Sick leave shall not accrue until after the completion of six (6) months service.

Section 11.10 Any claim for sick leave must be made within three (3) days from the beginning of absence from duty.

Section 11.11 Sick leave credits will only be given for time actually worked (actually worked defined under Vacation, Section 10.4).

Section 11.12 The Commission shall not be obligated to pay sick leave to an employee injured on a second job (moonlighting).

SENIORITY

Section 12.1 All employees, when hired, shall receive an employment number, in order of seniority.

Section 12.2 The Commission shall post a list of the employees, in order of their seniority, on February 1 and August 1 of each year. This list shall be posted in a conspicuous position at the main garage with a copy sent to the Local union.

Section 12.3 Upon transfer to another department, job classification, garage, etc., an employee shall carry their seniority with them, however, if a person is laid off through no fault of their own, longer than the time accumulated they will no longer have seniority. For employees hired after 11/1/94, if they are laid off longer than two years or their length of service, whichever is less, they will no longer have seniority.

Section 12.4 Seniority shall be broken by discharge, voluntary quit, or retirement, but not by leave of absence, except as otherwise provided in this Agreement.

Section 12.5 Employees who are presently in supervisory positions or who hereafter are promoted to positions outside the bargaining unit shall be credited with the length of service to this date or to the time of promotion and shall thereafter accumulate seniority while working in a supervisory position for a period not to exceed 90 days. If a supervisor is hereafter demoted after the 90 day period, they shall have no rights within the bargaining unit. If they leave the supervisory position within the first 90 days, they shall commence work in a job generally similar to the one they held at the time of promotion in accordance with their accumulated seniority.

MILITARY SERVICE

Section 13.1 An employee who enlists or is drafted into the U.S. Army, Navy, Marine Corps, Coast Guard, Merchant Marine, Air Force, Wacs, Waves, Spars, Women Marine Corps, or Nurse Corps, shall accumulate seniority while in such service. Any employee that is a member of the National Guard shall be allowed 15 days military leave annually. Upon honorable discharge from such service, they shall be restored to their regular or equivalent job at its then current status and at the top rate of the job prevailing at the time of their return, providing they apply for their job within ninety (90) days after discharge or in the case of the Merchant Marine, after forty (40) days from the date of discharge.

Section 13.2 In the event an employee becomes disabled while in the U.S. Government service mentioned in Section 13.1 above, and they are physically unfit to perform the work connected with their regular job, the Commission will endeavor to place them in a job they are capable of doing satisfactorily.

Section 13.3 Accumulation of seniority is not to be construed to mean the continuation of any/or all fringe benefits during the leave of absence for military service.

DISCHARGE OR SUSPENSION

Section 14.1 An employee may request an investigation as to their discharge or suspension by filing a written grievance within five (5) working days thereafter, with the Maintenance Foreman. Such matters shall be handled promptly and if the discharge is found to be wrong, the employee shall be reinstated and compensated for the period they were out of work in such amount as the parties agree or as ordered by the arbitrator. Nothing in this paragraph will preclude reinstatement without back pay.

Section 14.2 Consuming alcoholic beverages during working hours, misuse of equipment of the Commission, flagrant violation of motor vehicle laws, jail sentence, unsafe operation of equipment, leaving equipment while refueling, failure to charge out materials, removal of Yield or Stop signs without replacing, excessive absenteeism, are just causes for dismissal.

Section 14.3 The foregoing enumeration of causes for discharge is by way of illustration and shall not be deemed to exclude management's right to discharge or suspend employees for any other just cause.

Section 14.4 The nature of the offense, or repetition of an offense shall determine the penalty to be imposed, no warning given during the probationary period will be charged against any employee, and as a general rule, two (2) rule infractions in any calendar year shall be just cause for dismissal. All penalties imposed shall be fair and just, taking into consideration the facts surrounding the infraction and the general attitude of the employee, the decision as to penalties imposed shall be that of the Commission. Whenever a written reprimand is to be given to an employee, a steward shall be present.

Section 14.5 - Follow-up drug testing - Employees who test positive after 11/1/97 and are released to return to work by their Substance Abuse Professional are responsible for all costs related to ordered follow-up testing.

GRIEVANCE PROCEDURE

Section 15.1 It is mutually agreed that the Public Employment Relations Act prohibits strikes of public employees and that grievances, arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slowdowns, walkouts or any other cessation of or interference with work.

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

Section 15.2 A Grievance shall be defined as a complaint by an employee or the Union concerning the application and/or interpretation of the Agreement as written. All grievances should be discussed with the employee's supervisor prior to proceeding to Step 1.

Grievances shall be resolved in the following manner:

Step 1 An employee who has a grievance shall submit it, signed and in writing, to the foreman by the steward and/or the aggrieved employee, within five (5) working days after the alleged injustice occurred. A written decision by the foreman must be given within five (5) working days.

Step 2 If no satisfactory settlement is obtained in Step 1, the steward, and/or the aggrieved employee shall next take up the grievance with the manger within seven (7) days after receiving the decision in Step 1. In this Step, the grievance will be presented in writing and written decision shall be given to the steward and/or the aggrieved employee within seven (7) working days and a copy thereof shall be filed with the Clerk of the Commission, unless either party has requested an extension of time.

Step 3 If no satisfactory settlement is obtained in Step 2, the steward, business agent and/or the aggrieved employee shall next take up the grievance with the manager and/or his representatives, within seven (7) days after receiving the decision in Step 2. In this step, the grievance shall be presented in writing and a written decision shall be given to the steward and/or the aggrieved employee within seven (7) working days unless either party has requested an extension of time.

Step 4 If the grievance is not satisfactorily settled at Step 3, it may be referred to arbitration by written notice from the Local Union given within ten (10) days after receipt of answer from the Manager (Step 3). The parties shall meet promptly thereafter to select an arbitrator. If they cannot agree on a certain arbitrator, the arbitrator shall be selected from a panel of five (5) names submitted by the Federal Mediation and Conciliation

Service.

Section 15.3 The arbitrator's decision shall be final and binding on the Commission, Union and any employee or employees involved, provided that the power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement as written, and they shall not add to nor subtract from any such express terms. The fees and expenses of the arbitrator shall be divided equally by the Commission and the Union. Matters not initiated or appealed within the times provided herein shall not be considered.

Section 15.4 The time limits in this procedure will be followed by the parties. If time limits are not followed by the Union, the grievance shall be considered settled on the basis of the Commission's last answer. If the time limits are not followed by the Commission, the grievance will automatically advance to the next step, but excluding arbitration. The time limits established in the in the grievance procedure may be extended by mutual agreement.

Section 15.5 If the Union has a group grievance (meaning a grievance which effects the entire organization), Step 1 will be eliminated and the grievance will be presented in writing directly to the Manager, within five (5) working days after the date of the event giving rise to the grievances. A written decision shall be given to the steward within ten (10) days. If the grievance is not satisfactorily settled at Step 3, it may be referred to arbitration as stated in Step 4 above.

Section 15.6 Employees, or their chosen representatives, in following the foregoing Grievance Procedure, shall be permitted to participate in conferences with the foremen or Manager during regular working hours without the time involved being deducted from their regular hourly wage; provided, however, there is no serious interference with the necessary business of the Commission and, provided also, that the excessive use of the privilege by the employees shall be avoided. Whenever employees are required to make use of this privilege the matter of absence from duty shall be arranged for the employee with their foreman. When a dispute goes to arbitration, the grievant will not be paid for the time spent at arbitration hearing.

Section 15.7 The Executive Board of the Local Union shall have the right to determine for the Union whether or not the grievance shall be submitted for arbitration.

Section 15.8 The arbitrator shall presume that the Commission has all rights it had in common law, except those clearly restricted in the contract. The arbitrator shall reduce his award to writing stating reasons and restricting himself to hearing facts and deciding the issue on its merits.

Section 15.9 Any employee that alleges to have a grievance that the Union agrees that the grievance should not be allowed can pursue the grievance to Step 2 on their own.

SAFETY

Section 16.1 It shall be the duty of all equipment operators, whenever involved in an accident, to report the accident, to report the accident to the Administration Office in the main garage in the Clerk's office at once and to their immediate superior.

Section 16.2 Every employee injured, in any way, while on duty must report the accident to the Administration office in the main garage in the Clerk's office as soon as possible.

Section 16.3 It shall be the duty of all truck drivers, when it is necessary or required to have a person in the truck body for purposes of sanding or claying to provide corner boards for the safety of the persons in the body of the truck.

Section 16.4 No persons shall be required to ride on the rear of a truck body when sanding or claying unless the truck is equipped with corner boards.

Section 16.5 No employee shall stand up in the box or bed of a truck when the truck is in motion.

Section 16.6 An employee who neglects their own safety or that of other employees in any operation being performed will not be tolerated and shall be just cause for dismissal.

Section 16.7 All employees should be watching for any unsafe practices or dangerous conditions, and they should be reported immediately to the Manager, foreman or any member of the Safety Committee.

Section 16.8 The Union employees shall designate three employees to act on a Safety Committee with the one of the Area Foremen, the Fleet Manager and the Manager or their representative. The Safety Committee may discuss safety problems and make recommendations to Management.

Section 16.9 Fire extinguishers will be provided for motorized equipment along with first aid kits. It shall be the duty of all equipment operators to see that the extinguishers and first aid kits are in place and in usable condition.

Section 16.10 All employees shall wear all safety equipment provided by the Commission at all times.

Section 16.11 All employees of this Commission will be required to wear appropriate safety devices as per MIOSHA AND OSHA STANDARDS, Employees will be provided with the following devices:

1. Safety Glasses
2. Hard Hats
3. Safety Vests
4. Safety Shoes - steel-toed

The Commission will annually pay One-Hundred Dollars (\$100.00) for steel-toed Safety

Shoes and/or Rubber Boots as desired. Employees must submit their receipts for reimbursement.

Any employee not wearing safety devices provided by the Commission and is consequently cited by any State or Federal inspector resulting in a fine against the Commission will forfeit the amount of the fine from their pay.

WAIVER

Section 17.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after free exercise of such rights and opportunities. Therefore, the Commission and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

DURATION OF AGREEMENT

Section 18.1 This Agreement shall become effective on November 1, ²⁰⁰⁰1997 and shall remain in full force and effect without change, addition or amendment until November 1, 2000, at midnight, and shall automatically renew itself from year to year thereafter, provided, however, that either party hereto may terminate the Agreement by serving written notice on the other party of its desire to change, amend or terminate at least sixty (60) days prior to November 1, 2000, which is the expiration date of this agreement.

It is further provided that if either party should challenge this Agreement and the court findings determine a part of this Agreement to be invalid, this finding shall not affect the remainder of this contract.

IN WITNESS WHEREOF, THE Union and the Commission have caused this Agreement to be executed in their names by their duly authorized representatives at Ionia, Michigan, this _____ day of _____ 19_____.

IONIA COUNTY ROAD COMMISSION

GENERAL TEAMSTERS UNION, LOCAL NO. 406, affiliated with the International Brotherhood of Teamsters.

By _____
CHAIRMAN

By _____
SECRETARY-TREASURER

MEMBER