

WORKING AGREEMENT

BETWEEN THE

IOSCO COUNTY ROAD COMMISSION

AND THE

IOSCO COUNTY ROAD COMMISSION EMPLOYEES' ASSOCIATION

EFFECTIVE JULY 1, 1992

IOSCO County Road Commission

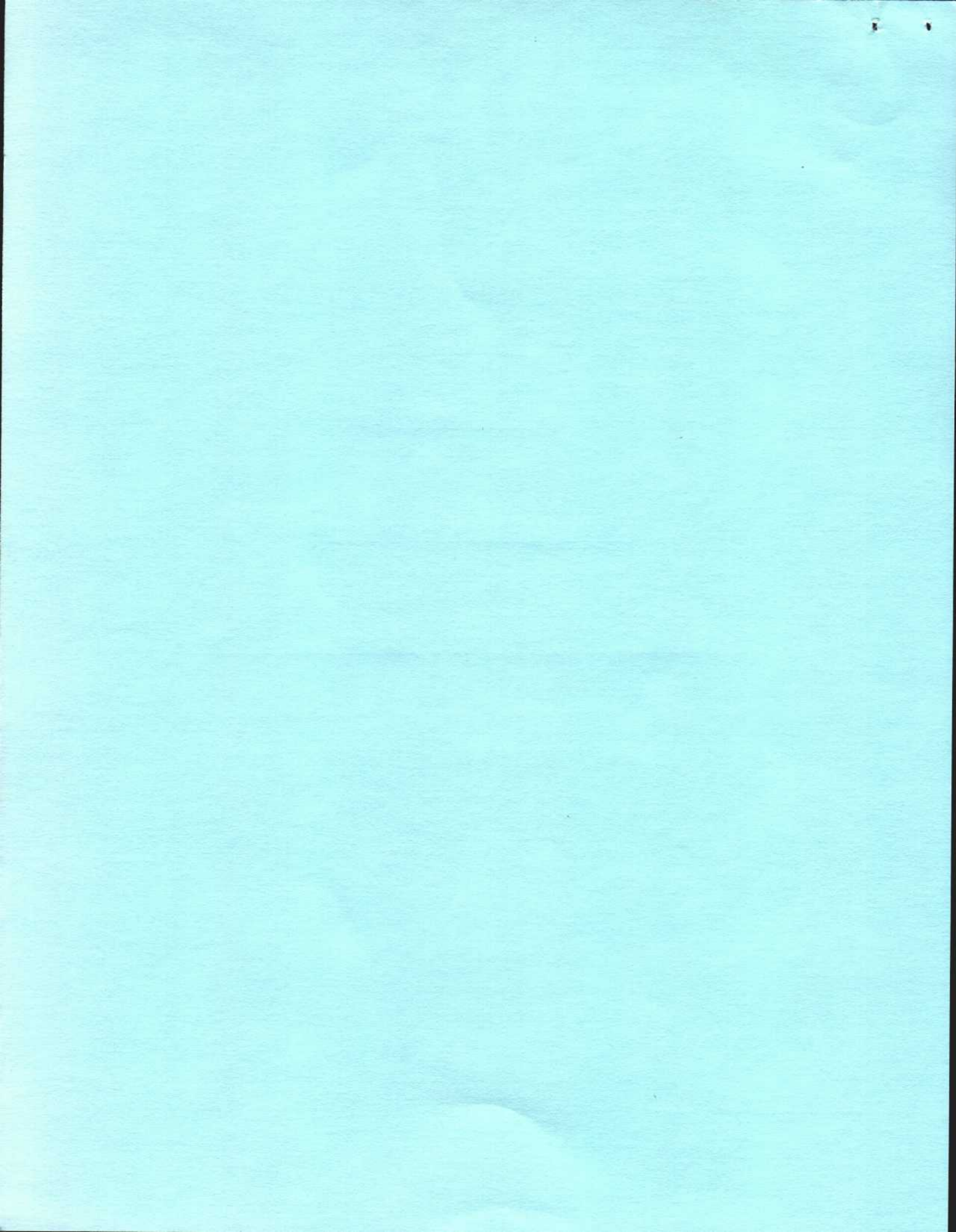


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WORKING AGREEMENT

Between the

IOSCO COUNTY ROAD COMMISSION

And the

IOSCO COUNTY ROAD COMMISSION EMPLOYEES' ASSOCIATION

INTRODUCTION

This AGREEMENT, entered into by and between the IOSCO COUNTY ROAD COMMISSION, hereinafter called, "Commission", or "Employer", or "Management", and the IOSCO COUNTY ROAD COMMISSION EMPLOYEES' ASSOCIATION, hereinafter called, "Association", or "Employees' Association", through its Employees' Committee, hereinafter called "Committee", or "Employees' Committee", shall become effective at 12:01 A.M., July 1, 1992 and shall remain in full force and effect until 12:00 midnight, June 30, 1995.

NOTE: The Title given to any Article, Section, or Sub-Section of the provisions of this Agreement are meant solely for the purpose of identifying such Articles, Sections, and Sub-Sections, and, as such, they are not to be construed as either adding to or subtracting from the content of any of the provisions of this Agreement.

INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth the rules and regulations in regard to appointments, promotions, transfers, and other changes in employees' status, suspensions, removals, wages, hours, and other conditions of employment.

WHEREAS: The parties recognize that they are engaged in furnishing a public service that is essential to the health, safety, and welfare of the citizens of Iosco County; and

WHEREAS: Both parties recognize their responsibility to the citizens of Iosco County and the general purpose of this Agreement is to promote orderly and peaceful labor relations between the Commission and the Association so that both parties may more readily serve the public;

WITNESSETH:

ARTICLE 1.
DEFINITIONS

- 1.1 Commission: The Iosco County Road Commission consisting of three (3) members who may, whenever a quorum is present, conduct business for which they are duly authorized by law.
- 1.2 Management: Those individuals designated and hired by the Commission to manage the operations of the Iosco County Road Commission.
- 1.3 Iosco County Road Commission Employees' Association: The sole bargaining agent for all employees covered by this Working Agreement, represented by the Employees' Committee.
- 1.4 Job Classification Plan: Means the classes of jobs named and/or described by the Engineer/Manager of the Iosco County Road Commission and approved by the Commission.
- 1.5 Job: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full time or part time employment of one or more persons. Where necessitated by the organization of work, one individual may hold more than one job assigned to more than one class.
- 1.6 Service Week: That period of time beginning at 12:01 A.M. Sunday and ending at 12:00 midnight the following Saturday.
- 1.7 Service Day: That period of time beginning at 12:01 A.M. ending the following 12:00 midnight, and is so established for pay and leave purposed.
- 1.8 Punch-in Time: The punch-in time and workday 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, providing that he gives at least one (1) week's notice.

ARTICLE 2.
RECOGNITION

- 2.1 Employees' Committee: Subject to the Federal laws and/or laws of the State of Michigan, the Commission recognizes the Employees' Committee as the designated representative and sole bargaining agent for all regular hourly rated employees included in the bargaining unit as described under the JOB CLASSIFICATION PLAN, Article 7, Section 7.3, and consisting of all Laborers, Truck Drivers, Equipment Operators, Field

Engineering Technicians, Utility Workers; Equipment Maintenance persons, Semi-skilled Mechanics, and Skilled Mechanics; but excluding all administrative, professional, supervisory, and clerical employees; contractors and sub-contractors; part-time employees, probationary employees, temporary employees, and any other employees not specifically listed in the Job Classification Plan.

- 2.2 Payroll Deduction of Dues: The Commission shall deduct from the pay of each employee from whom it receives authorization to so do the required amount for the payment of dues to the Association. Such dues, accompanied by a list of employees from whom they have been deducted and the amount deducted from each employee shall be delivered to the Treasurer of the Association not later than fifteen (15) days after deductions are made. The Association shall keep the Commission advised of whom the Treasurer is.

ARTICLE 3.
MANAGEMENT

- 3.1 Rights of Management: The managing of the Commission's operations and the direction of the working forces, including the right to hire, suspend, promote, transfer, or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons not inconsistent with this contract is vested in the Commission. The determination and establishment or modification of performance standards for all operations and quality of workmanship required is reserved to the Commission. Nothing in this Agreement shall be construed to limit or in any way restrict the right of the Commission to adopt, acquire, dispose of, install, or operate new, used or improved equipment or methods of operation.
- 3.2 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 before or not; and the same are hereby expressly reserved to the Commission subject to the limitations specifically imposed by this Agreement.
- 3.3 The right of the Commission 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 seven (7) days advance notice to the Association to require compliance therewith by employees is recognized. Such reasonable rules and regulations established 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.

- 3.4 Working Foreman: The Management position of Oscoda Foreman will be a working foreman and will have authority to operate trucks and equipment at the discretion of Management. The working foreman will not take overtime hours away from hourly employees in the Oscoda garage when such employees are available for overtime. The working foreman will operate trucks and equipment on overtime when there is a threat to the health, safety, and welfare of the travelling public, or in instances where the overtime requirement would be less than one hour.

The Employees' Committee and Commission negotiators will review the working foreman position at the end of one year for any problems or possible modifications.

ARTICLE 4.
EMPLOYEES' CONDUCT

- 4.1 The employees of the Commission agree to abide by the Commission's work rules as set forth in this clause and as may be established at a later time by the Commission. The Commission will post any new rule or change to the following rules for a period of seven (7) calendar days prior to their becoming effective.

4.2 Work Rules:

- 1) Each employee will be expected to produce a full day's work for compensation received. Upon completion of an assignment, the employee shall immediately contact the person in charge.
- 2) Lights and general repair of equipment shall be the responsibility of each driver to have repaired or reported to the foreman.
- 3) Whenever possible, each employee shall be expected to keep his equipment clean with the cleaning being done during spare time.
- 4) No intoxicants, illicit drugs, or narcotics shall be consumed or taken while on the job, nor shall an employee report to work if he/she has been partaking of such. An employee believed by supervision to be under the influence of such may be removed from the job and the Commission shall transport him/her to the nearest facility capable of rendering the necessary tests, where the employee, at the expense of the Commission, shall submit to testing for the purpose of determining whether or not he/she is under the influence of intoxicants, illicit drugs, or narcotics. Should the tests prove negative, the employee shall be returned to work without loss of pay. Should the tests prove positive, the

employee shall be suspended from work for the next three (3) scheduled work days and shall return automatically at the beginning of the fourth (4th) scheduled work day.

A subsequent offense in the succeeding twelve (12) months shall result in automatic termination from employment. Failure of an employee to submit to such testing shall be held as positive proof of his/her being violation of this provision.

Should an employee admit to his/her being under the influence of intoxicants, illicit drugs, or narcotics in the presence of his/her supervisor and any other member of the bargaining unit, and if the employee chooses and so states, the employee will not have to submit to such tests. Such employee may leave work of his/her own accord, however such employee will be subject to the provisions of this rule. If an employee requests to be allowed to leave work under this rule and to be allowed to forego such testing, such shall be considered under this rule as admission by the employee of being in violation hereof.

All employees will be governed by the provisions of the Iosco County Road Commission Drug Policy adopted April 1, 1991.

- 5) Heavy equipment shall normally be serviced by the operator. At any time a piece of equipment or truck is in need of repair, the operator shall advise the field foreman or the shop foreman of the needed service.
- 6) Employees shall be encouraged to refer problems to the Management of the Commission.
- 7) Specially designated clothing shall be provided for employees' use, such as hard hats, hip boots, waders, rubber gloves, and safety goggles. Clothing for inside or outside work shall be the employees' responsibility.
- 8) Each employee shall be required to wear or use safety equipment as the job warrants. Absolutely no grinding or cutting with torches or using chain saws shall be done without goggles.
- 9) Safety shall be considered at all times. Careless employees shall be subject to disciplinary action. An effort should be made to avoid all accidents on the highway even though it may mean giving way on the road.
- 10) Employees and supervisory personnel shall share equally in the responsibility to maintain a safe work

environment. Failure of any employees to cooperate in maintaining a safe job site shall result in disciplinary action.

- 11) In order to function efficiently at his particular job classification, no employee shall hold an outside job if said job interferes with performance of duty to the Commission.
- 12) No weapons shall be carried in Commission owned vehicles unless necessary for the efficient performance of Commission work.

ARTICLE 5 JOB ASSIGNMENTS

- 5.1 Management shall be considered as competent authority for the assignment of all jobs among Commission employees, subject to the approval of the Commission and in accordance with provisions of this Agreement.
- 5.2 Every regular employee shall be assigned to a classified job and paid the established rate for that job. Management shall have the authority to make temporary assignments, with consideration being given to the qualifications and availability as necessitated by the organization of work. Such temporary assignments shall have no effect upon either the employee's wage rate or permanent job classification.
- 5.3 Temporary employee: A temporary employee shall be one who is employed for temporary work for any period of time less than nine (9) continuous months during his most recent period of employment. A temporary employee is not entitled to any fringe benefits, whatever, under this Agreement. Should a temporary employee become designated as a regular employee, the time spent as a temporary employee during this most recent employment with the Commission shall be counted towards probationary status as provided under Article 8, Section 8.1b of this Agreement and he shall be immediately subject to the provisions of said Article and Section. Where the employee's temporary status during his most recent period of employment exceeds the period of time provided under Article 8, Section 8.1b, he shall then be considered a regular employee and vacation and sick leave shall be credited from the first (1st) day of his most recent period of employment and shall be entitled to all other regular employee benefits immediately thereafter.
- 5.4 Employees working on the tar gang shall be provided with gloves, overshoes, and overalls which shall be provided and

maintained by the Commission. The Commission will replace eyeglass lenses and frames if necessary when accidentally damaged on the job. Such eyeglass replacement does not include cost of eye examination.

- 5.5 No employee will refuse to work when called or scheduled for extra hours in emergency situations in addition to their regular shifts.
- 5.6 Management shall determine which regular employees will be assigned specific jobs during the service week, and the number of hours they shall work in excess of the basic work week.

ARTICLE 6
BASIC WORK WEEK, WORK HOURS, AND OPERATIONS

- 6.1 Basic Work Week: A basic work week of five (5) eight (8) hour shifts within each service week is established for all regular employees covered by this Agreement. This shall not be construed as a guaranteed work week. However, no regular full time employee shall be denied the opportunity to work a basic work week due to the Commission's contracting or sub-contracting work normally performed by the Commission's own forces.
- 6.2 Service Week: (See Article 1, Section 1.6)
- 6.3 Service Day: (See Article 1, Section 1.7)
- 6.4 Day Shift: Employees assigned to the day shift shall punch in at 7:00 A.M. and punch out at 3:30 P.M., year round.
- 6.5 Shift Differential: Employees assigned to work other than the day shift on a regular basis, i.e. one service week or more, shall receive a shift differential premium of 25¢ per hour over their regular rate for the particular job classification.
- 6.6 Overtime Pay: All hours worked on Saturday and Sunday shall be paid at one and one-half (1½) times the employee's regular hourly rate.

Employees assigned to the day shift (See Article 6, Section 6.4) shall receive one and one-half (1½) times their regular hourly rate for all hours worked prior to 7:00 A.M. or after 3:30 P.M.

Employees working on an assigned shift other than the day shift (See Article 6, Section 6.4) shall receive one and one-half times (1½) their regular hourly rate, including the 25¢ shift differential, for all hours worked outside the starting and ending times for the assigned shift.

Employees required to work on a paid holiday shall receive their regular holiday pay for the eight (8) hour paid holiday period and time and one-half (1½) for all hours worked.

- 6.7 Rest Break: There will be a 15 minute rest break between 9:00 A.M. and 9:15 A.M. for day shift employees. Management reserves the right to reschedule the 15 minute break at their discretion in order to eliminate disruption of work flow.

Employees working other than the regular day shift shall receive a 15 minute break during their shift. Time of the break shall be designated by Management.

- 6.8 Lunch Break: There will be a thirty (30) minute unpaid lunch break for each eight (8) hour shift. Employees working on the regular day shift shall break for lunch between 12:00 noon and 12:30 P.M. Management reserves the right to reschedule the lunch break in order to eliminate disruption of the work flow.

Employees working other than the regular day shift shall break for a thirty (30) minute unpaid lunch break during their assigned shift. Time of the lunch break shall be designated by Management.

- 6.9 Work Break During Overtime Hours: Any additional work breaks during overtime hours shall be scheduled at the discretion of the Management. Any such breaks shall be paid.

- 6.10 Allotment of Overtime: It shall be the intent of this plan to distribute overtime to the employees in an equitable manner. In calling employees for overtime work, no consideration shall be given to seniority, but rather overtime shall be distributed equally among all employees as far as practicable.

- 6.11 Work Hours Per Service Day: No employee shall work more than sixteen (16) hours in any single service day.

- 6.12 Any employee required to report for work at a location other than his regularly assigned headquarters shall punch in at his home garage and then proceed to the designated work location.

- 6.13 Quarry Operations: Any employee scheduled to work at the Commission's quarry on a regular basis shall punch in and punch out at the quarry.

- 6.14 Creation of New Jobs: Management may, with approval of the Commission, at any time, initiate a new job in the job classification plan by outlining the duties and responsibilities of the proposed new job to the Commission in such a manner and form as the Commission may prescribe. The Commission will endeavor to create a fair relationship between the rate for the new job and existing jobs.

ARTICLE 7.
JOB CLASSIFICATIONS

- 7.1 All individuals covered by this Agreement shall be employed in a specific job classification and paid at the hourly rate for the particular job classification.
- 7.2 Temporary Assignments: Management reserves the right to make temporary work assignments for all employees without changing either an employee's job classification or wage rate.
- 7.3 Job Classification Descriptions: The following job classification descriptions list those duties normally performed by an employee employed in the particular class although not all duties are listed for each classification. It is the intent of these descriptions to generally define those duties and responsibilities of the employees employed in the particular classifications. An employee will not be limited to performing only those duties listed in a particular classification. Management reserves the right to make such temporary work assignments in and out of a particular job class to better facilitate the operations and work flow of the Commission.
- 7.4 Job Descriptions:
- a) Skilled Mechanic: An employee engaged by the Commission whose principle duties shall consist of normal repair operations relative to preventive maintenance and mechanical repair of the various units of equipment comprising the Commission's fleet, as required for the efficient organization of the Commission's operations.
 - b) Heavy Equipment Operator: An employee engaged by the Commission whose principle duties shall consist of the skilled operation of all types of heavy equipment or double bottom dump trucks as required for the efficient organization of the Commission's operations.
 - c) Utility Worker: An employee engaged by the Commission whose principle duties shall include the skilled use of welding equipment, performance of light mechanical repair, the part-time operation of heavy equipment, and the ability to perform as a substitute operator on most jobs, as required for the efficient organization of the Commission's operations.
 - d) Field Engineering Technician: An employee engaged by the Commission whose principle duties shall include the skilled use of field engineering instruments for construction inspection, layout, and land surveying, as required for the efficient organization of the Commission's operations.

- e) Semi-Skilled Mechanic: An employee engaged by the Commission whose principle duties shall consist of minor repair, lubrication, and preventive maintenance for the various units of equipment comprising the Commission's fleet, as required for the efficient organization of the Commission's operations.
- f) Truck Driver: An employee engaged by the Commission whose principle duties shall include the operation and utilization of trucks, minor equipment, hand tools, and other such semi-skilled assignments as required for the efficient organization of the Commission's operations.
- g) Equipment Maintenance: An employee responsible for lubricating, changing oil, lights and other minor repair items on Road Commission vehicles. This employee will be required to pick up parts, run errands, and perform any other related duties assigned.
- h) Laborer: An employee engaged by the Commission whose principle duties shall consist of the operation and utilization of hand tools, minor equipment, light trucks, and other such semi-skilled duties as required for the efficient organization of the Commission's operations.

7.5 Job Classification Wage Rates:

JOB TITLE	EFFECTIVE 7-1-92	EFFECTIVE 7-1-93 (Maximum)*	EFFECTIVE 7-1-94 (Maximum)*
Skilled Mechanic	\$11.57	\$11.82	\$12.02
Heavy Equip. Op.	11.49	11.74	11.94
Utility Worker	11.49	11.74	11.94
Field Eng. Tech.	11.49	11.74	11.94
Semi-Skilled Mech.	11.41	11.66	11.86
Truck Driver	11.41	11.66	11.86
Equipment Maint.	11.31	11.56	11.76
Laborer	10.78	11.03	11.23

Maximum wage increase:

July 1, 1992	30¢ per hour
July 1, 1993	25¢ per hour
July 1, 1994	20¢ per hour

An additional amount of up to 10¢ per hour will be negotiated for the July 1, 1994 rate increase in the event that the State gas tax is increased prior to that date.

*Wage increases will be determined by calculating the average increases in cost of Blue Cross-Blue Shield Insurance each July 1, and deducting from the above stated maximum wage increase any amount by which the Blue Cross-Blue Shield increases exceeds 10% of the previous July 1 rate. The Commission will pay the first 10% increase each year. Any unused portion of the 10% increases in Blue Cross-Blue Shield rates paid by the Commission will be carried forward to the next year. If there is a decrease in Blue Cross-Blue Shield rates, that percentage decrease will be applied to subsequent contract years.

The average increase in the cost of Blue Cross-Blue Shield Insurance will be calculated by dividing the total increase by the number of covered employees, and then dividing by 2,080 hours to arrive at the average hourly cost.

In no case will be the amount deducted be more than the maximum wage increase stated above for that year. Should the Blue Cross-Blue Shield rate increase be greater than the sum of the amount to be paid by the Commission and the maximum wage increase, the Commission will cover the excess cost.

ARTICLE 8.
SENIORITY

8.1 Definitions:

- a) Seniority: Seniority is hereby defined as the length of employment in the service of the Commission. An employee shall attain seniority status as a regular employee upon completion of six (6) months continuous employment and notification in writing except where an employee has broken service at his own request, then he shall forfeit his time worked toward regular status. An employee has no job equity until he has completed six (6) months service. The Commission shall not be obligated to recall any employee who has not attained regular employee status.

- b) Probationary Employee: A probationary employee shall be one who is employed for a period of six (6) months on a probationary basis. All new employees shall be considered probationary for the first six (6) months of employment, unless employed as a temporary employee. All benefits for a probationary employee begin on the day of employment except vacation and sick day accumulation. Upon completion of the probationary period, sick day and vacation day accumulation revert to the first day of employment as a probationary employee.

c) Continuous Employment: Continuous employment shall mean employment by the Commission without interruption or break. The following shall not be considered breaks in employment:

- 1) Leaves of absence, including military service, granted by Management.
- 2) Layoffs for lack of work or lack of funds.
- 3) An employee who is off work on leave because of sickness or injury shall continue to accrue service for a period of up to twelve (12) months while absent because of such illness or injury, but shall lose all service and be terminated if the absence continues beyond thirty (30) months. Where an employee is out of work for such reasons for more than twelve (12) months but less than thirty (30) months and returns to work, his hiring date shall be adjusted forward to reflect the amount of time between twelve (12) months and thirty (30) months during which he was absent but for which he received no service credits. An employee who is on leave because of Workers' Compensation connected disability shall continue to accrue service for the period of such leave up to thirty (30) months, but shall lose all service and be terminated if such leave extends beyond thirty (30) months.

8.2 Measurement of Seniority: Seniority shall be counted from the first day of obtaining status as a regular employee.

8.3 Seniority List: A seniority list showing the accumulated seniority of each employee shall be prepared by the Clerk of the Commission in January of each year, and posted on the bulletin board. This list will show the current classification and wage rate of each employee. This list will be approved by officers of the Committee.

8.4 Uses of Seniority: Seniority shall be considered in determining permanent job assignments, the order of layoff, and the order of names on the reemployment list. The employee with the least seniority shall be laid off first. In recall, the employee with the most seniority shall be recalled first.

8.5 Job Assignment and Job Posting: All hourly job openings contained in the bargaining unit will be posted on the bulletin board for five (5) consecutive work days. The employees with the most seniority will be considered first, provided they can qualify to do the job required within the judgement of Management.

Shop employees who become regular employees after July 1, 1992, will not be considered for jobs in road maintenance or construction. Shop employees who became regular employees prior to July 1, 1992, who desire to apply for road positions, must start as Truck Driver before applying for Operator or Utility Worker positions.

Road employees desiring to apply for shop positions must start as Equipment Maintenance employees before applying for Semi-Skilled or Skilled Mechanic.

Applications for posted jobs must be made in writing to Management within five (5) days after a position, vacancy, or promotion is posted on the bulletin board. If no employee makes application for a posted position, Management shall make the specific job assignment at their discretion, provided, however, that the employee assigned to the job shall not receive a lower hourly rate than receiving at the time of the assignment. In any case, where there is a departure from strict seniority in the procedure, the senior employee or employees shall be granted a hearing with the negotiating committee of the Commission, provided such request is presented in writing to Management within five (5) days after the notice of job assignment.

Any regular employee accepted as an applicant for the position of truck driver shall serve a thirty (30) day period of apprenticeship. Any operator, utility man, or mechanic shall serve a ninety (90) day period of apprenticeship. Failure of an employee to qualify in the judgement of the Engineer\ Manager or Supervisor at any time within the apprenticeship period shall cause the job to be posted again, and the employee shall return to his former job classification without prejudice. The same process shall be repeated until an employee qualifies and is assigned. Wage rate for the job classification shall become effective upon completion of the required apprenticeship period.

8.6 Termination of Seniority: An employee shall lose his seniority and will be taken off the seniority list if:

- a) He quits.
- b) He is discharged for cause.
- c) He is absent for three (3) consecutive work days without notice to the Engineer/Manager or his Foreman.
- d) He fails to report for work within five (5) working days after receipt of notice by certified mail that he is being recalled.

- e) He overstays a leave of absence unless the cause of such overstay is the result of an emergency defined as: "A sudden or unexpected happening not expected to repeat itself and demanding prompt and efficient action." Where the employee expects to overstay his leave because of an "emergency", he shall promptly notify the Commission of such and the reason therefor. Where an employee is unable to notify the Commission because of an "emergency", he shall notify the Commission or have the Commission notified as soon as possible and the reasons therefor. In all cases, the expected return to work date must be given, if at all possible, and the Commission retains the right to complete substantiation of the "emergency" causing the overstay.
- f) He is laid off in excess of two (2) years.
- g) He retires.

8.7 Seniority shall not have been lost but shall be accrued during a temporary layoff due to lack of work or lack of funds, or an approved leave of absence due to illness or injury subject to Section 8.1 c) 3) of this Article. Seniority shall not be lost but shall be accrued during a leave for any other reason sufficient in the opinion of the Commission to warrant such leave.

ARTICLE 9.
GRIEVANCES AND APPEALS PROCEDURE

- 9.1 Grievance Defined: A grievance is any dispute, controversy or difference between Management and an employee or employees regarding the meaning, interpretation, or application of the practices under the maintenance of standards provisions or of the expressed terms or provisions of this Agreement.
- 9.2 Procedure: The following grievance procedure shall apply to disputes:

It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be a thirty (30) day time limit between the initiation of a grievance and its occurrence, and time limits as stated below, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step, or answered within these time limits shall be considered settled on the basis of the last answer by Management if the Employees' Association does not move to the next step within the time limits. If the Commission does not comply with the time limits, the grievance moves to the next step.

Grievances shall be processed in the following manner and within the stated time limits:

STEP 1. The Employee's Association, an employee, or a group of employees, having a grievance within thirty (30) days of occurrence, may initiate the provisions of this Article by reducing the grievance to writing, including pertinent matter, signing same, and forwarding such to the Foreman.

STEP 2. In the event the Foreman is unable to satisfactorily dispose of such written grievance within seven (7) days after receipt of such, the matter may be taken to the Engineer/Manager within seven (7) days following the Foreman's answer. The Engineer/Manager will render a written disposition within seven (7) days after presentation of the grievance to him.

STEP 3. In the event the Engineer/Manager is unable to satisfactorily dispose of such grievance within seven (7) days after receipt of such, then, within seven (7) days following the Engineer/Manager's answer, the matter may then be taken to a meeting at the main garage attended by the Engineer/Manager, the grievant's Foreman, the grievant, and up to three (3) authorized representatives of the Association. If the grievant does not want to attend this meeting, another representative of the Association shall attend in his place.

STEP 4. If no satisfactory settlement is obtained by the above process, the employee or employees initiating the grievance, and/or the Employees' Committee, may request a meeting with the Commission at a regular scheduled meeting of the Commission.

STEP 5. If no satisfactory settlement is obtained through the procedure outlined in STEPS 1 through 4, the Committee may appeal the grievance to the State Mediation Service by notifying the Commission of its desire to do so.

9.3 Suspension, Hearing and Discharge: Notwithstanding any other provision of this Agreement, no employee who has completed his probationary period shall be peremptorily discharged. He shall first be suspended for not more than five (5) work days. During this period of suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing and a statement of the offense before representatives of the Commission with members of the Committee present. At such hearing, the facts concerning the case shall be made available

to both parties. As soon as practicable after such hearing, but not later than two (2) working days, the Commission shall conclude whether the suspension shall be revoked, modified, extended, or converted into a discharge. In the event the suspension is modified, extended, or converted into a discharge, the employee may file a grievance alleging that he was unjustly treated; and such grievance shall be presented under STEP 4 of the grievance procedure within five (5) work days after the Commission's final decision on such suspension or discharge. STEPS 1, 2, and 3 shall be considered automatically processed. Should such grievance prove that the employee was unjustly suspended or discharged prior to State mediation, the Commission shall reinstate and reimburse said employee for financial loss sustained during the period of suspension or discharge at the employee's regular rate of pay.

When a discharge case has been submitted to a State Mediator, the Mediator shall only have the power to recommend a settlement to the Commission and the Employees' Committee. It is agreed that the Mediator may recommend something other than full reimbursement for financial losses.

ARTICLE 10.
PAID LEAVE

10.1 Annual Vacation Leave: All regular employees shall be entitled to paid annual leave as follows:

- a) Commencing on January 1st, each year, all employees who became regular employees prior to July 1, 1992, shall be entitled to twelve (12) days of paid vacation per year, each of such twelve (12) days accruing at the rate of one (1) day per month. Any part of the accrued vacation time taken in advance may be charged back to the employee in the event he shall leave the Commission's employ for any reason.
- b) All employees who become regular employees after July 1, 1992, shall be entitled to five (5) days of paid vacation per year, beginning January 1st of the year following their hire. After three (3) years of service, such employees shall be entitled to ten (10) days of paid vacation per year, beginning January 1st of the following year.
- c) After five (5) years of service, all employees shall be entitled to fifteen (15) days of paid vacation per year, beginning January 1st of the following year.
- d) After ten (10) years of service, all employees shall be entitled to twenty (20) days of paid vacation per year, beginning January 1st of the following year.

- e) All employees having over five or ten years of service on January 1, 1992, shall be entitled on July 1, 1992 to receive additional days of paid vacation to bring their total days for 1992 to fifteen or twenty days respectively.
- f) All vacation time shall be taken within each calendar year, and none may be carried over.
- g) An employee must be in pay status twenty (20) or more days each month, except eighteen (18) days in February, in order to qualify for paid vacation.

With regard to paragraph (a) one day's vacation would be forfeited in the current year for any month in which this qualification is not met.

With regard to paragraphs (b), (c), and (d) one/twelfth of the vacation days for the following year would be forfeited for any month in which this qualification is not met.

- h) The annual leave period runs from January 1 of each year to January 1 of the following year. No employee shall take more than twenty-one (21) consecutive calendar days leave in any one period except by written permission of Management.
- i) The dates of annual leave for each employee are to be agreed upon between the Foreman and Engineer/Manager and the Employee. Thirty (30) days written notice shall be given the Foreman and the Engineer/Manager for regular use of annual leave, except one day or two days at a time to suit both parties.

10.2 Funeral Leave: Emergency leave of three (3) days shall be allowed each employee on the occasion of a death in the employee's immediate family. The employee's immediate family shall be defined as the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law. Emergency leave for other reasons shall be granted only at the discretion of the Engineer/Manager subject to the approval of the Commission. The Commission shall pay an employee his regular hourly rate for up to three (3) full work days based on eight (8) regular working hours per day.

If a current employee dies, the road commission will be closed for the funeral, if possible. If a retired employee dies, those wishing to attend the funeral can use sick or vacation days.

10.3 Jury Duty Leave: In the event an employee is called for jury duty, the Commission shall pay the employee the difference between his pay received from the Courts for each day of service on a jury panel and the employee's pay based upon his regular hourly rate of pay for eight (8) hours for each service day and five (5) regular work days per service week. In order for an employee to receive compensation for jury duty as provided herein, the employee must give prior notice to the Commission of required jury duty service; the employee must give evidence to the effect that he/she was called to such service; that the actual service was given; and the Commission must be presented with the proof of the amount received from the Courts by the employee for service as a juror.

10.4 Witness Pay: Employees, required either by the Iosco County Road Commission or any other agency to appear before a court or such agency on any matters related to the lawful performance of their duties to the Employer in their work for the Road Commission and in which they are personally involved as a result of the faithful performance of their duties to the Employer, shall be granted a leave of absence with pay, as set forth below, for the period during which they are so required to be absent from work. The pay shall be the difference, if any, between the compensation received from the court or agency and their wage with the Employer for the time necessarily spent as a witness. The employee must turn over to the Employer his witness fees before being paid under this provision.

ARTICLE 11.
HOLIDAYS

11.1 The following days shall be considered paid holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Eve Day
Picnic Day	Christmas Day

NOTE: Picnic Day falls in the third (3rd) week of August on the last regular work day. The Commission contributes \$600.00 toward the expense of the picnic.

11.2 Pay For Holiday: Each employee shall receive eight (8) hours straight time pay for the holidays designated in 11.1 above providing he is in pay status the last preceding regularly assigned working day before the holiday. If an employee is required to work on any of the designated holidays, he shall be paid under Article 6, Section 6.6 of this Agreement.

11.3 If any of the above designated holidays falls on a Sunday, it shall be celebrated on the following Monday; and if any of the above designated holidays falls on a Saturday, it shall be

celebrated on the preceding Friday. No work shall be performed on a holiday or a day designated as a holiday except as specifically authorized by supervision.

ARTICLE 12.

INSURANCE COVERAGE, PENSION, AND SOCIAL SECURITY

12.1 Hospital/Medical/Surgical Insurance: Subject to the approval of the Employees' Association and of the Commission, the Commission will pay the premium cost for providing all regular full time employees and their dependents with the hospital/medical/surgical insurance coverage contained in the Michigan Blue Cross-Blue Shield Policy No. 5513-000, including riders as carried by the commission as of January 1, 1974, or its equivalent.

Comprehensive Semi Private Hospital, Riders F & SA, MVF-1, ML, FAERC, FC & SD, Catastrophic Master Medical, Option IV

Explanation of Certificates and Riders:

Comprehensive Hospital Certificate: Means complete hospital care offered without any co-payments or deductibles for semi-private rooms and necessary ancillary services for a period of 120 days. Includes intensive, burn, and cardiac units.

MVF-1 Certificate: Means Michigan Variable Fee; Michigan Blue Shield's usual, customary and reasonable doctor charges recognizing the variance of fee based on the doctor's experience and background.

Rider ML: Eliminates the first \$5.00 or 10% for radiology, X-ray, EKG, and laboratory services.

Rider FAERC: Allows coverage under basic benefits for medical emergencies as well as injuries.

Riders F & FC: For an additional cost to employee, a dependent child can be covered to the end of the child's 25th year if the child is single and dependent of the employee and reported as such on the employee's latest tax form. The Commission will pay the cost of coverage for a dependent child who meets these eligibility requirements and is a full-time student.

Catastrophic Master Medical, Option IV: Provides coverage for medical services and supplies not usually covered by the basic contract with some benefits subject to certain deductibles and co-payments.

Retirees' Insurance:

In the event an employee retires at age 60 the Commission will pay 50% of the premium for regular coverage to age 65. Retirees' dependents aged 19-25 may be covered if eligibility requirements are met, but must be paid in full by the retiree.

NOTE: The Commission shall have the right to investigate alternate plans for hospital/medical coverage. If a comparable plan can be obtained which is significantly lower in cost, in the opinion of the management, it will be presented to the Employees' Committee for review and approval.

12.2 Dental Insurance Coverage: The Commission will pay the premiums for providing regular full time employees and their dependents with the Blue Cross-Blue Shield "Comprehensive Preferred" Dental Plan, Rider RC 50-50-50, Rider MBL 1000, Rider OLM 1000, effective August 1, 1986.

12.3 Life Insurance Coverage: The Commission shall provide each regular full time employee with Group Term Life Insurance coverage in the amount of \$10,000.00. The Commission shall provide at age 65, retired employees a \$5,000.00 paid up Life Insurance Policy. In the event an employee retires between age 60 and age 65, the Commission will pay the premium for \$5,000.00 Group Term Life Insurance until age 65.

12.4 Sickness and Accident Insurance Coverage: The Commission shall provide Sickness and Accident Insurance coverage for each regular full time employee that shall provide a benefit of \$100.00 per week up to twenty-six (26) weeks, the benefit payable from the eighth (8th) calendar day of absence from work resulting from accident and/or sickness. No employee may collect Sickness and Accident Insurance benefits while receiving full sick leave pay from the Commission. At the option of the employee, he may utilize sick leave allowance for a maximum of three and one-half (3½) days per week, and also collect benefits under the Sickness and Accident Insurance. If the employee chooses this option in order to conserve his sick leave allowance, no payment will be due him the following January for unused sick leave over 90 days under Article 13, Section 13.1.

12.5 Workers' Compensation Benefit Offset: In the event an employee sustains an occupational injury while in the employ of the Commission, working on a Commission project under his normal job duties, he will be covered by the applicable Workers' Compensation Law. Furthermore, if the employee is unable to work because of the occupational injury, the Commission will pay 75% of the difference between the employee's Workers' Compensation benefits and his normal weekly net pay for a period of up to twelve (12) months. This amount will be subject to F.I.C.A./Medicare tax withholding.

- 12.6 Social Security: The Commission will maintain Federal Social Security payments for all employees.
- 12.7 Pension: The Commission will continue to pay for benefits under the Municipal Employees' Retirement System (MERS), operated by the State of Michigan. The Benefit Program "C(new)" will be in effect, which provides a retirement benefit of 1.3% of the final average compensation multiplied by years of credited service. The plan is subject to certain restrictions and conditions set forth in the MERS Handbook, provided to all employees. Effective date of the MERS plan was July 1, 1989.

ARTICLE 13.
SICK LEAVE

- 13.1 OPTION NO. 1: A regular employee shall earn sick leave at the rate of one day for each completed month of service, except that no employee shall earn any sick leave during an approved leave of absence without pay. Sick leave shall be accumulated to a maximum of 90 days and will be paid at the rate of a full day. Any employee who has accumulated 90 days of sick leave and has earned additional sick leave time will be paid one half ($\frac{1}{2}$) day's pay for each full day of unused sick leave earned over the 90 days. Payment to be made the following year in the month of January.

Upon retirement or death of any employee, he or his designated beneficiary, whichever is applicable, will be paid one full day's pay for each unused full sick day accumulated. Any employee with combined age and "active service" years with the Commission totaling 65 or more, and who quits active employment with the Commission will receive one full day's pay for each unused sick day accumulated at the time of quitting.

"Active service" excludes personal leave time or disability leave time or layoff time. Active service means active employment.

OPTION NO. 2: A regular employee shall earn sick leave at a rate of one day for each completed month of service, except that no employee shall earn any sick leave during an approved leave of absence without pay. An employee choosing Option No. 2 shall be allowed unlimited sick day accumulation during his employment. However, such an employee or his designated beneficiary, if applicable, shall receive no compensation for unused sick leave upon death, retirement, or termination of employment.

- a) Every regular employee covered by this Agreement shall choose which option he or she shall be covered under. The option chosen may be changed by the employee up until

the time that the 90 days have been accumulated. If an employee chooses Option No. 1, he shall have the right to change his designated beneficiary at his discretion.

13.2 Upon approval of the Foreman, an employee may utilize sick leave allowance for absence due to illness or injury or to exposure to contagious disease endangering the health of other employees.

13.3 All sick leave used shall be substantiated by written statement on a form approved by the Commission which shall be signed by two (2) employees of the Commission. These employees, along with one (1) employee designated by the Commission shall be trustees of the sick leave policy and shall make investigations to determine if the employee's claims for sick leave are justifies. All claims for sick leave must go through this Committee.

13.4 A doctor's certificate shall be necessary to claim sick leave in excess of four (4) consecutive days.

13.5 Abuse of Sick Leave: Disciplinary action shall be as follows:

- 1st offense - Written Warning
- 2nd offense - 3 days off without pay
- 3rd offense - Discharge or other action determined by the Commission. Where an employee's record of disciplinary action regarding sick leave abuse remains clear for twelve (12) months following the last disciplinary action for such abuse, the employee's record regarding sick leave abuse shall be cleared.

13.6 Upon an extended illness of an employee, the following fringe benefits will be paid by the Commission for the employee for one (1) year after the employee's accumulated sick leave has been depleted:

- a) Life insurance premium
- b) Hospital/Medical/Surgical insurance premium
- c) Dental insurance premium

In order to qualify for these benefits, the employee's illness and inability to return to work must be certified by a doctor of the Commission's choice at the Commission's expense.

ARTICLE 14.
MISCELLANEOUS

14.1 The Employees' Committee shall be granted permission to meet with the Commission at any regular meeting of the Commission upon written application filed in the office a reasonable length of time before the meeting and shall receive pay at

regular rates for the time used if the meeting is held during working hours. Such meetings shall not be limited to those required for the consideration of grievances as provided in Article 9, Section 9.2, STEP 4., but the Committee may also meet with the Commission from time to time to discuss general matters pertinent to the welfare of the organization. Employees, other than members of the Committee, whose presence at meetings of the Commission may be required in relation to the consideration of a grievance according to the procedure specified above shall be paid at regular rates for time used.

14.2 The Employees' Association shall have the use of a bulletin board in all garages.

14.3 An employee may work until he reaches the age of seventy (70) years, at which time he shall retire.

14.4 Employees shall be allowed three (3) hours call in time.

ARTICLE 15.
SAFETY AND HEALTH

15.1 Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

15.2 Should an employee complain that his work requires him to be in unsafe or unhealthy situations in violation of acceptable safety rules, the matter will be adjusted immediately by representatives of the Commission. If the matter is not adjusted satisfactorily, the grievance may be processed according to Article 9 of this Agreement.

15.3 The parties to this Agreement shall establish a joint safety committee consisting of two (2) representatives of the employees and one (1) representative of supervisory personnel of the Commission for the purpose of drafting a written safety code. Both parties agree to enforce such a code. In case of continued violation of the safety rules by an employee after two (2) written warnings, the employee may be dismissed. Such employee shall have the rights provided under Article 9 of this Agreement.

ARTICLE 16
TERM OF AGREEMENT

16.1 This Agreement shall become effective on July 1, 1992 at 12:01 A.M., and shall remain in full force and effect until 12:00 midnight on June 30, 1995. Should either party hereto wish to terminate this Agreement, or should either party hereto wish to make changes to this Agreement, then such party may do so by transmitting such wish, in writing, through U.S. Mail to

the remaining party not less than sixty (60) days prior to 12:00 midnight, June 30, 1995. Failure by either party to so transmit such wish to either terminate or to make changes to this Agreement in said manner, by said date and time, within such time limit, shall automatically result in this Agreement being renewed for a one (1) year period through 12:00 midnight, June 30, 1996.

16.2 If, during the term of this Agreement, either party to this Agreement should desire to change the terms and provisions of this Agreement, notice of such desire including the specific changes desired shall be reduced to writing and transmitted by U.S. Mail to the remaining party. Any such desired changes must be specifically and mutually agreed to by and between the parties hereto before they shall become effective.

16.3 Under Sections 16.1 or 16.2 of this Article, the party receiving notice of desired changes shall forthwith seek establishment of a meeting between the parties for the purpose of discussion and amicable accommodation for the desired changes.

IN WITNESS WHEREOF, THE PARTIES HERETO, through the signatures of their authorized representatives appearing below, have caused this Agreement to be executed on this the 20th day of July, 1992.

For: THE IOSCO COUNTY ROAD
COMMISSION

For: THE IOSCO COUNTY ROAD
COMMISSION EMPLOYEES'
ASSOCIATION AND THE
EMPLOYEES' COMMITTEE

By: /s/ Richard M. Harris
Richard M. Harris
Chairman

By: /s/ Howard Alverson
Howard Alverson
Member, Employees'
Committee

By: /s/ Stanley Kowalski
Stanley Kowalski
Vice-Chairman

By: /s/ Edward Proudfoot
Edward Proudfoot
Member, Employees'
Committee

By: /s/ Frank M. Leiva
Frank M. Leiva
Member

By: /s/ Dennis Look
Dennis Look
Member, Employees'
Committee

SUPPLEMENT TO WORKING AGREEMENT

For the purpose of determining job classifications and wage rates at the beginning of this contract, the following individuals shall be considered members of the bargaining unit employed in the job classifications as listed in the Agreement and at the rates established for those classifications in the Agreement. Classification of any employee may change during the contract term in accordance with the provisions of the Working Agreement.

Heavy Equip. Op. Truck Driver	Allen Anschuetz Warren Lee
Heavy Equip. Op. Truck Driver	Gale Wojahn Arnold Colbath
Truck Driver Utility Worker	Paul Denstedt Howard Alverson
Heavy Equip. Op. Skilled Mechanic	George Yanna James Staweke
Truck Driver Heavy Equip. Op.	Bernard Bonnell James King
Truck Driver Skilled Mechanic	David Wright Kenneth Anschuetz
Heavy Equip. Op. Heavy Equip. Op.	Michael Nunn James McArdle
Heavy Equip. Op. Heavy Equip. Op.	Dennis Look James Nelkie
Utility Worker Heavy Equip. Op.	Eric Groff Gordon Beckley
Utility Worker Truck Driver	Paul Westcott Doyle Nelkie
Skilled Mechanic Truck Driver	Edward Proudfoot David Brindley
Truck Driver Laborer	Rick Mousseau Richard Soultis
Truck Driver Laborer	Gerald Morgan Lloyd Pikel
Equip. Maint.	Kevin Meske

For: THE IOSCO COUNTY ROAD
COMMISSION

For: THE IOSCO COUNTY ROAD
COMMISSION EMPLOYEES'
ASSOCIATION AND THE
EMPLOYEES' COMMITTEE

By: /s/ Richard M. Harris
Richard M. Harris
Chairman

By: /s/ Howard Alverson
Howard Alverson
Member, Employees'
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By: /s/ Edward Proudfoot
Edward Proudfoot
Member, Employees'
Committee

By: /s/ Frank M. Leiva
Frank M. Leiva
Member

By: /s/ Dennis Look
Dennis Look
Member, Employees'
Committee

IOSCO COUNTY ROAD COMMISSION

DRUG POLICY

The following drug testing policy will be in effect for employees of the Iosco County Road Commission starting on the 2nd day of April, 1991.

The Employees' Association and the Employer acknowledges the Motor Carrier Safety Act and its intent to reduce highway accidents that result from driver use of controlled substances. Therefore, it is agreed that an employee will be required to submit to a blood or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substances, and/or alcohol in the following circumstances:

- 1.) If the employer has a reasonable suspicion that the employee in question is under the influence, impaired or affected by the use of drugs/alcohol.
- 2.) As part of a routine scheduled physical examination for new hires.
- 3.) Every two years in conjunction with a physical examination for all employees driving vehicles over 26,000 G.V.W., if employed with the road commission after June 10, 1984.

The results of any drug testing shall be confidential, except for all purposes relative to the employer, in the decision to either hire and/or retain any particular individual for employment. However, employer will comply with any local, state or federal law, and/or Court Order regarding any such information.

Drug testing will be done to detect the use of marijuana,

cocaine, opiates, amphetamines and phencyclidine (P.C.P.)
Sample collection will be taken locally and a National
Institute of Drug Abuse laboratory will be used for testing.
This Drug Policy will be annually evaluated.

Further, this Drug Policy shall be posted within the work
place so that all workers may review it.

Discipline for violation of the Drug Policy or use of drugs
or alcohol while engaged in the duties of employment for the
road commission will be as outlined in the Employee
Association/Road Commission working agreement. The exception
to this will be the first time offender who elects to accept
a drug assistance program. The three days off will be waived
under these circumstances.

An employee drug assistance program will be available for any
employee admitting to the use of drugs or alcohol prior to
any accident or detection and first time offenders. The road
commission will help the employee find proper treatment and
assistance for occupational alcoholism and drug abuse. The
cost of treatment will be by insurance or other sources than
road commission funds. If time is needed to enable the
employee to seek and pursue treatment, available sick leave
and vacation time shall first be exhausted. Any additional
time that may be needed will be left to the discretion of the
employer.

APPROVED AS TO FORM & CONTENT:

Dated:

Frank M. Leiva

Frank M. Leiva, Chairman of the
Iosco County Road Commission

Dated:

Richard M. Harris

Richard M. Harris, Vice-
Chairman, Iosco County Road
Commission

ROBERT J. EPPERT
Attorney At Law
1144 West Lake Street
P.O. Box 426
Tawas City, MI 48764
(517) 362-8675

Dated:

Stanley Kowalski
Stanley Kowalski, Member
Iosco County Road Commission

Dated:

Edward P. Proudfoot
Ed Proudfoot, Member, Iosco
County Employees' Association

Dated:

Herbert Look
Herbert Look, Member, Iosco
County Employees' Association

Dated:

Howard Alverson
Howard Alverson, Member, Iosco
County Employees' Association

