

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

AND

**TECHNICAL, PROFESSIONAL, OFFICEWORKERS
ASSOCIATION OF MICHIGAN**

OCTOBER 23, 2025 - DECEMBER 31, 2027

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A G R E E M E N T

This Agreement entered into this 23rd day of October, 2025, by and between the Board of County Road Commissioners of the County of Hillsdale (hereinafter referred to as the "Employer") and Technical, Professional Officeworkers Association of Michigan (hereinafter referred to as the "Association").

PURPOSE AND INTENT

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

Both parties realize that the continued job security of the employees and the interest of the community depend on the highest efficiency of the organization in establishing a proper service to the community. To these ends, the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. It is understood and agreed whenever the male pronoun is used herein it shall also be deemed to include the female pronoun and whenever the female pronoun is used herein it shall also be deemed to include the male pronoun.

ARTICLE 1 **RECOGNITION OF ASSOCIATION AND DUES**

Section 1

The Employer recognizes and acknowledges that the Association is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

Section 2

Persons not included in the bargaining unit are seasonal and temporary employees, and those persons vested with management or supervisory functions, such as office, clerical, engineering personnel, elected or appointed officers, superintendents, inspectors, foremen.

Section 3

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

A) The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Association, and this Agreement has been executed by the Employer after it has satisfied itself that the Association is the choice of a majority of the employees in the bargaining unit.

Section 4

During the time covered by this Agreement, the Employer agrees to deduct from the pay of any bargaining unit employee all dues of the Association and pay such amounts deducted to the Association, provided, however, that each employee is required to furnish to the Employer, a written authorization executed by the employee on a form recognized by both the Association and the Employer.

Section 5

The Employer will deduct dues from each employee's pay who signs a written authorization on the second payday of each month. Dues deducted for any calendar month by the Employer will be transmitted to the account of the Association 27056 Joy Road, Redford, Michigan 48239-1949, as soon as possible after payroll deductions have been made. With said dues, the Employer shall furnish the Association's Treasurer, a list of those employees whose dues have been deducted from their paychecks.

Section 6

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

Section 7

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

ARTICLE 2
WAGES

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

ARTICLE 3
EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with said employees, individually or collectively, which in any way affects wages, hours, or working conditions of said employees or any individual employees in the unit covered by this Agreement.

ARTICLE 4
MANAGEMENT

Section 1

The managing of the Road Commission operation and the direction of the working forces, including, but not limited to, the right to hire, promote, demote or transfer bargaining unit employees and, to suspend, discharge or otherwise discipline its employees, and the right to relieve employees from duty because of lack of work or for other legitimate reasons not inconsistent with this contract, is vested in the Employer. The determination, establishment or modification of performance standards for all operations and the quality of workmanship required is reserved to the management. In the event of acquisition, disposition or change of equipment, management shall have the right to reduce the working force, if in the sole judgment of management, such reduction

of force is fairly required, and nothing in this Agreement shall be construed to limit or in any way restrict the right of management to adopt, acquire, dispose of, install or operate new, used or improved equipment or methods of operation.

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

Section 2

The right of the Employer to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best, in order to maintain order, safety and/or effective operation and, after advance notice to the Association, to require compliance herewith by employees, is recognized. Such reasonable rules and regulations promulgated are hereby made a part of this Agreement by reference as though they were fully incorporated herein. No rules or regulations shall be made which conflict with this Agreement.

Section 3

The Employer and the Association agree to meet on a quarterly basis to discuss items of general or common interest or concerns of either party. Such meetings are deemed to be informal in nature and shall not be construed to require or involve the reopening of any portion of this Agreement. The meetings shall be attended by the Employer's manager and/or his designees and the Association's President, Vice-President, Secretary and Treasurer. The meetings, if called as herein provided, shall be held at a mutually agreeable date and time in March, June, September and December of each year during this Agreement.

ARTICLE 5 **SUBCONTRACTING**

The Employer agrees not to subcontract any work which the Employer determines it can perform with the existing men, equipment and facilities. When the Employer determines the facilities and/or equipment are over scheduled, out-of-service or the work can be subcontracted at a lesser cost, the Employer shall then have the right to

subcontract. No subcontracting will be done if it would cause a layoff of any of the employees in the bargaining unit.

ARTICLE 6 **SENIORITY**

Section 1

A new employee shall work under the provisions of this Agreement, but shall be employed only at the will of the Employer for a probationary period of ten (10) consecutive months of service during which period he/she may be disciplined without further recourse or right to either the grievance procedure or to bring a breach of contract or other action. "Service" shall mean paid, regular hours of work, and not include overtime hours. After satisfactory completion of the probationary period, the employee shall be placed on the regular seniority list.

Seniority shall be measured an employee's most recent date of hire. If two or more employees are determined eligible for placement on the regular seniority list on the same day, they shall be placed on the seniority list in the alphabetical order of their last names.

Section 2

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

Section 3

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

Section 4

In the event a senior employee is not able to perform his assigned duties, the Employer shall attempt to find a position for such an employee in a lower job classification or require his early retirement.

Section 5

Seniority shall be defined as the length of continuous employment without interruption or break in service. Approved interruptions of service are: leaves of absence granted by the Employer, military service, layoff due to lack of work or funds, extended illness and suspension where an employee is later reinstated.

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

Section 6

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

Section 7

A) In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work mailed to his last known address by certified mail. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement and, if said employee continues to be absent for a period of three consecutive work days commencing with the day upon which he is to report back to work without notice to the employer, it shall be deemed to be said employee's voluntary resignation. Where an employee is absent from work by reason of layoff for a continuous period of time in excess of twenty-four (24) consecutive months, his employment and seniority rights shall be terminated. The Association President, Vice President, Secretary and Treasurer shall be the last to be laid off in the event of layoffs.

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

C) Beginning the first of the month following 30 days of layoff, employees on layoff may, if they wish to keep their group term life and/or medical insurance in force, reimburse the Employer monthly in advance for either life and/or medical insurance premiums for the individuals covered under the group plan(s) at the time of lay-off in accordance with the COBRA law or until such time as the employee is recalled, whichever comes first, or until such time as the policy(s) allow.

Section 8

A seasonal or temporary employee is defined as an employee hired either seasonally or part time for a period of less than five (5) months, except that seasonal roadside mower operators may be hired as seasonal or temporary employees for up to 6 months. Seasonal or temporary employees shall be designated as such to the Association as a seasonal or temporary employee. Such an employee does not acquire the rights or protections of a regular employee under this Agreement.

Section 9

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

ARTICLE 7 **DISCIPLINARY ACTION**

The employees will abide by reasonable work rules promulgated by the Employer and posted on the bulletin boards. The Employer will if requested, make an Association steward or officer present if it relates to possible discipline for an alleged infraction of this Agreement or work rules by a non-probationary employee. However, this restriction shall not apply to emergencies or circumstances that require immediate discussion, including violation of safety rules, and an Association President or Vice President if the President, is not readily available.

The following action shall be taken upon infraction of rules:

Section 1

A warning slip where provided for in the work rules, will be given to an employee by the Employer's supervisory personnel, in writing, for infractions of rules, violations of regulations and working conditions. A copy of the warning slip issued to any employee will be placed in the employee's personnel file. A copy will also be sent to the Association.

Section 2

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

Section 3

The employee will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on his personnel record within two (2) working days of the action taken.

Section 4

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

Section 5

For purposes of disciplinary action, an employee's personnel file shall not be considered as to incidents which occurred twenty-four (24) months for Group III violations and thirty-six (36) months for all other violations prior to the current reason for taking disciplinary action.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1

A grievance is defined as an alleged violation of a specific article or section of this Agreement. It is mutually agreed that all grievances shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie ups of equipment, slow downs, walk outs or any other cessation of work through the use of any method of lock-out or legal proceedings by either party. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Association.

An employee and/or Association officer shall discuss with supervisory staff all matters with which they are dissatisfied.

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

The Association shall have the right to examine work records pertaining to the compensation of employees in the bargaining unit whose pay is in dispute and the employee's personnel file pertaining to specific grievances at such reasonable times to be set by the Employer.

Section 2

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

Step 1:

Within five (5) working days of the time a grievance arises, the employee and/or Association officer will present the grievance to his foreman, in writing. Within five (5) working days after presentation of the written grievance, the foreman will give his written answer to the employee.

Step 2:

If the grievance is not resolved in Step 1, the employee may, within five (5) working days of the receipt of the foreman's answer, submit to the Superintendent, a signed written "Statement of Grievance". A copy shall be given to the foreman involved at the same time. The statement of grievance shall name the employee involved, shall state the facts

giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Association with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved. The Superintendent shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent, the Association and/or the employee.

Step 3:

If the grievance is not resolved at Step 2, two representatives of the Employer, the employee and President or Vice President or in their absence another officer shall meet within a reasonable time, not to exceed one (1) week after receipt of the Superintendent's written answer, unless a longer time is mutually agreed upon in writing between parties to discuss the grievance.

Step 4:

If the grievance is not resolved at Step 3, either the Employer or the Association shall have the option to request mediation available through the Michigan Bureau of Employment Relations (MERC) before demanding binding arbitration, provided such request for mediation is submitted within 30 days of the Step 3 meeting.

Step 5:

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step 3, or the mediation as provided in Step 4, either the Employer or the Association shall have the right to appeal the dispute by demanding arbitration, provided such demand is submitted to the American Arbitration Association within thirty (30) calendar days of the Step 3 meeting, or Step 4 mediation, whichever is later. All costs incurred by the Arbitrator shall be borne equally by the parties.

Section 3

Any grievance not filed or advanced within the time limit(s) shall be deemed abandoned. Time limits may be extended by the Employer and the Association in writing, at which time the new date shall prevail.

Section 4

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

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

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

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

D) Nothing contained herein shall be construed to limit the authority of the Arbitrator to sustain, reverse or modify any alleged unjust discipline, discharge or suspension that may reach this stage of the grievance procedure; except that such action must remain within the confines of and subject to the provisions of this Agreement.

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

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

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

ARTICLE 9 **OFFICERS**

The Employer recognizes the rights of the Association to designate a President and Vice President to act in the absence of the President. The authority of the President and Vice President or officer so designated by the Association shall be limited to and shall not exceed the following duties and activities:

A) The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of the Grievance Procedure.

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

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

C) The President or Vice President or in their absence the designated officer, may during working hours without loss of time or pay, may in accordance with the terms of this section, investigate and present grievances to the Employer upon having advised their foreman of the same provided, that they shall not use unreasonable time to investigate the grievances. The foreman will grant permission and provide reasonable time for the Officer to leave their work for these purposes. The privilege of an Officer leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused by the Officer and they will perform their regular assigned work at all times except when it is necessary to leave their work to handle grievances as provided herein. There shall be no permission or time granted to an Officer to investigate or present grievances during emergencies or any period during which such activity would significantly interfere with or impede the progress of the work force or the work to be performed.

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

E) The authority of the President, or Vice President or Officer in their absence, shall be limited to acts or functions which the Officer is authorized to perform by this Agreement.

F) Authorized representatives of the Association shall be permitted to visit the operation of the Employer during working hours to talk with the President or representatives of the Employer concerning matters covered by this Agreement, as long as said visits do not interfere with the progress of the work force.

G) During collective bargaining negotiations the Union may have up to four (4) bargaining unit representatives. The Employer will compensate up to four (4) representatives assigned to negotiations for bargaining that occurs during normal business hours. No compensation will be paid for collective bargaining which occurs after regular business hours.

ARTICLE 10

LEAVES OF ABSENCE

AND OTHER ABSENCES

Section 1: Leave Requests

Requests for all leaves of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence, except where it is impossible to do so. In the latter case, employee should make arrangements within two days for a personal representative to advise the Employer of his need for leave so leave paperwork can be prepared for the leave request.

Section 2: Personal Leave

A) The employer may grant a leave of absence for personal reasons, not to exceed thirty (30) calendar days without pay, to an employee who has completed his/her probation period, provided in the judgment of the Employer said employee can be spared from work. Said employee must submit his request for leave in writing setting forth the reasons for such a request. Any request, or obvious need for, additional time-off shall be evaluated on a case-by-case basis after the employee has exhausted all other available leave and may be renewed thereafter at the Employer's discretion upon further written request of the employee.

B) Any unpaid leave of absence, shall not be considered to be an approved interruption of service or leave for purposes of, and shall not be considered in connection with, entitlement to, or the computation, earning or accrual of vacation days, personal days, or holiday pay. At the end of the first (30) calendar day period of such leave of absence, said employee's paid health, sick & accident, and life insurance benefits and coverages shall cease and terminate until his return to work; provided, however that said

employee may thereafter elect to continue his health, sick & accident and/or life insurance coverages in force by making and delivering such election in writing to the Employer and reimbursing the Employer monthly in advance for the premiums therefore in accordance with the COBRA law or until he returns to work, whichever is first.

C) At the end of one calendar year's continuous leave of absence, irrespective of the reason therefore, the affected employee's employment, seniority, and all other rights and benefits, under this collective bargaining agreement and otherwise, shall terminate, with the exception of any rights he has to accrued, but unpaid, pay, vacation days, personal days or other rights to continue his health, sick and accident and/or life insurance coverages as provided by law.

Section 3: Workers' Compensation Leave

A) An employee who suffers a work-related illness or injury must immediately report said illness or injury to the Employer. A report of injury form shall be completed as soon as reasonably possible.

B) An employee suffering an injury arising out of and in the course of his employment who is required to leave his job will be paid for the entire scheduled work day of the injury, only if his absence from work for the balance of the day is deemed medically necessary as attested to by a doctor's slip. If an employee returns to work within 7 days of the date of injury, the employer will pay for reasonable time off work for the employee to attend the first follow-up visit with the Employer's doctor as scheduled by the Employer, with subsequent visits on their own time after hours if possible.

C) On occasion, normally after a prolonged absence due to the injury or illness, a medical evaluation (second opinion) may be requested by workers' compensation or the employer. An employee required to take time off work to submit to a medical evaluation as required by workers compensation or the employer, regarding a work related injury or illness, will suffer no loss of regular pay for the necessary time-off for the medical evaluation, but will be paid his/her regular rate of pay for each hour away from work up to, but not exceeding, the regular scheduled work day (i.e. will suffer no loss of regular pay). The employee shall turn over his/her endorsed workers'

compensation wage loss benefit check, if any, less mileage, to the Employer for the involved time period.

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

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

D) An employee shall advise the Employer in writing or cause the Employer to be advised in writing of the need for a worker's compensation leave of absence and its anticipated duration as soon as reasonably possible but in no case more than 5 work days after such need becomes known. The employee shall also provide written substantiation of the need for such leave and its anticipated duration from his/her treating physician. The employee shall cause such written substantiation to be updated by his/her treating physician not less than every 30 days if there is need for continued leave.

E) At the employee's option, certain kinds of paid leave may be substituted for unpaid leave (e.g. vacation, personal leave). If the employee chooses to supplement his workers' compensation wage loss benefits with personal leave and/or vacation in order to receive 100% of their normal 40 hour gross pay, employee will be eligible for accrual of vacation & personal leave and will receive holiday pay. Whenever an employee chooses not to supplement his workers compensation leave, employee will no longer be eligible for accrual of vacation and personal leave nor will he receive holiday pay. Further, in no case will the substitution of vacation & personal leave for unpaid leave time result in the receipt of more than 100% of the employee's normal 40 hour gross pay.

F) The Employer shall pay the premiums for sick and accident insurance for up to 12 calendar months and for health and life insurance for up to 24 calendar months from the date of injury for an employee who is on leave of absence and receiving workers' compensation wage loss benefits. At the end of the first 12 calendar month period of such leave of absence, said employee's paid sick & accident insurance shall cease and terminate until his or her return to work. At the end of the first 24 calendar month period of such leave of absence, said employee's health and life insurance shall cease and terminate until his return to work. Prior to the expiration of the applicable period, said employee may elect to continue his or her health and/or life insurance in force beyond the expiration date by making and delivering such election in writing to the Employer and reimbursing the Employer monthly in advance for the premiums therefore in accordance with the COBRA law or until he returns to work, whichever is first.

G) When an employee has been absent from work due to a work related injury or illness and seeks to return to work, said employee must, as a prerequisite to his/her return, provide the Employer with written certification from the employee's treating health care provider that the employee is able to resume his/her normal job functions, either with or without restrictions. If restrictions are required, the restrictions required and their duration shall be specified. The Employer reserves and retains the right to determine if reasonable accommodations can be made for the employee's restrictions so as to enable him/her to return to work and perform his/her normal job functions. Return to work shall not be permitted if reasonable accommodations for such restrictions cannot be made.

H) The Employer may, in its discretion, have a returning employee examined by a physician or by physicians of its choosing and its sole expense for the purpose of determining the employee's ability to perform his/her normal job functions, with or without reasonable accommodations. In the event the second opinion differs from that of the employee's treating physician, a further medical opinion from a jointly selected physician shall be obtained, with each party to pay one-half of the cost thereof, which opinion shall be binding on Employer and employee.

I) At the end of twenty-four (24) calendar months continuous leave of absence, irrespective of the reason therefore, the affected employee's employment,

seniority, and all other rights and benefits, under this collective bargaining agreement and otherwise, shall terminate, with the exception of any rights he has to accrued, but unpaid, pay, vacation days, personal days or other rights to continue his health, sick and accident and/or life insurance coverages as provided by law.

Section 4 Non-Work Related Medical Leave

A) The Employer may grant a leave of absence for non-work related medical reasons, without loss of seniority, to an employee who has completed his/her probation period. Said employee must submit his request for leave in writing, setting forth the reasons for such medical leave, substantiated by a doctor's slip and showing anticipated duration of said leave. At the Employer's option, leave will be granted for not to exceed 30 calendar days from the first day off for medical reasons. Upon further written request and medical substantiation, the Employer may grant subsequent medical leaves in 30-day increments on a case-by-case basis.

B) When an employee has been absent from work due to non-work related medical reasons for more than 10 consecutive work days and seeks to return to work, said employee must, as a prerequisite to his/her return, provide the Employer with written certification from the employee's treating health care provider that the employee is able to resume his/her normal job functions, either with or without restrictions. If restrictions are required, the restrictions required and their duration shall be specified. The Employer reserves and retains the right to determine if reasonable accommodations can be made for the employee's restrictions so as to enable him/her to return to work and perform his/her normal job functions. Return to work shall not be permitted if reasonable accommodations for such restrictions cannot be made.

C) The Employer may, in its discretion, have a returning employee examined by a physician or by physicians of its choosing and its sole expense for the purpose of determining the employee's ability to perform his/her normal job functions, with or without reasonable accommodations. In the event the second opinion differs from that of the employee's treating physician, a further medical opinion from a jointly selected physician shall be obtained, with each party to pay one-half of the cost thereof, which opinion shall be binding on Employer and employee.

D) At the employee's option, certain kinds of paid leave may be substituted for unpaid leave (e.g. vacation, personal leave). If the employee chooses to cover said medical leave totally with personal leave and/or vacation in order to receive 100% of their normal 40 hour gross pay, employee will be eligible for accrual of vacation & personal leave and will receive holiday pay. However, any week in which the use of personal leave and/or vacation does not cover 100% of their 40 hour gross pay, employee will no longer be eligible for accrual of vacation & personal leave nor will he receive holiday pay for that week. If short term disability benefits through the employer paid policy are being received, the maximum supplement to said benefits from available vacation and personal leave shall not exceed his/her regular scheduled work day gross pay or his/her regular 40 hour gross pay. Benefits will be coordinated per Article 24, Section 2. (Accrual of vacation, personal leave and holiday pay (if applicable) will be allowed for each week of the leave that is 100% covered.)

E) An employee who is on an approved paid or unpaid medical leave of absence shall receive up to 12 months of paid sick and accident insurance and 12 months of paid health and life insurance from the beginning date of leave. At the end of the first (12) calendar month period of such leave of absence, said employee's paid health, sick & accident, and life insurance benefits and coverages shall cease and terminate until his return to work; provided, however, that said employee may thereafter elect to continue his health and/or life insurance coverages in force by making and delivering such election in writing to the Employer and reimbursing the Employer monthly in advance for the premiums therefore in accordance with the COBRA law or until he returns to work, whichever is first.

F) At the end of one calendar year's continuous leave of absence, irrespective of the reason therefore, the affected employee's employment, seniority, and all other rights and benefits, under this collective bargaining agreement and otherwise, shall terminate, with the exception of any rights he has to accrued, but unpaid, pay, vacation days, personal days or other rights to continue his health, sick and accident and/or life insurance coverage as provided by law.

Section 5: Other Leaves

Any employee who is granted leave of absence for any other reason shall receive up to thirty (30) days of paid health, sick and accident insurance and life insurance measured from the date said leave commences.

Section 6: Reporting Requirements for Unscheduled Absences

An employee shall be responsible for reporting to their supervisor no later than thirty (30) minutes prior to the beginning of their shift when they will not be reporting for work.

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

Section 7. No Pay Days

Each employee may take not to exceed 96 hours off work with no pay per calendar year, provided the employee exhausts their personal leave prior to using no pay time, subject to compliance with the following provisions:

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

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

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

D) All requests for ten (10) or more consecutive no-pay working days off shall be deemed to be a request for leave of absence and subject to the applicable

preceding sections of this Article 10 dealing with leaves of absence, and shall be submitted on a form provided by the Employer.

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

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

ARTICLE 11

STRIKES AND LOCKOUTS

During the term of this Agreement, the Employer will not engage in a "lockout". The parties acknowledge that under the provisions of the Public Employment Relations Act of the State of Michigan, employees are not allowed to strike. In the event that an employee engages in a slow-down, strike or other interruption of work and said slow-down, strike or other interruption of work continues for a period in excess of twenty-four (24) hours, the employee may be summarily discharged without recourse through the other provisions of this Agreement.

ARTICLE 12

BIDDING – EQUIPMENT & JOBS

Section 1

The Employer will fill all classification vacancies within thirty (30) days when the need to fill such vacancy is deemed necessary by the Employer and said vacancy will be posted.

Section 2

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

Section 3

Equipment or route vacancies the Employer desires to fill shall be posted in writing on the bulletin board for not less than five (5) work days. The number of the piece of equipment or route up for bid shall be on the bid sheet. The successful bidder will be notified. Vacancies will be filled according to countywide seniority; provided, however, that the senior employee has the ability to perform the work and satisfactorily fill the vacancy. If there are no successful bidders, management may assign the position to a qualified employee who is willing to accept the position, and if no such person is found, then the lowest senior qualified employee shall be assigned the equipment or route. Any employee assigned bid equipment as set forth above may bid off that equipment if other equipment becomes available for bidding. It is further agreed that the following provisions shall also apply:

- i. Mechanics may not bid on equipment bids;
- ii. All employees, other than mechanics, may hold only up to one primary and one back up piece of equipment in addition to their assigned plow route.
- iii. Any employee who bids on equipment, is awarded the bid and qualifies on the equipment shall be required to remain on the equipment bid upon and awarded for a minimum of three (3) years, unless a legitimate reason exists in the sole discretion of the operations superintendent for an employee's earlier removal from said equipment.
- iv. Assignments of bid equipment for the purpose of filling a temporary job opening shall be for a period of not more than thirty (30) work days.

Section 4

A successful bidder shall be given a job trial period up to forty (40) work days plus any days missed during the job trial period to qualify on the job during the season for which the equipment is used. The employee will receive the appropriate rate of pay for the classification according to Schedule A. The employee may be deemed qualified by the Employer for the classification prior to the end of the forty (40) work day job

trial period at which time the employee can accept the job or refuse the job and return to his former position. The employee may be removed therefrom by management any time during the job trial period. In the event the employee removes himself during the job trial period he shall be returned to his former position and may not bid on another job for one (1) calendar year.

Section 5

Winter night patrol position(s) shall be posted only when vacant, as any other position; however, mechanics shall not be allowed to bid on the position.

When a winter night patrol position is temporarily vacant, the vacancy shall be offered by seniority. In the event a senior employee does not accept the vacancy the least senior qualified employee will be assigned the equipment or route.

The employee holding the position of winter night patrol shall work as scheduled during the regular work week and shall be available for on-call Fridays, Saturdays, and holidays. They shall not be eligible for on-call overtime on Sundays except for time contiguous with their regular shift. The duties of the winter night patrol shall be consistent with MDOT's letter of understanding for highway maintenance patrol. If snowfall occurs or road conditions warrant, the night patrol person will operate equipment for snow/ice removal on both county roads and state trunklines.

Section 6

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

Section 7

When new types of equipment for which rates of pay are not established by this Agreement are put into use and operated by employees in the bargaining unit, rates governing operations shall be negotiated between the parties. The rates shall be

established within thirty (30) days of the time the new equipment is put into use if at all reasonably possible.

ARTICLE 13

GENERAL

Section 1

The Employer shall provide a bulletin board in the garage lunch room in Hillsdale, Michigan, for the joint use of the Employer and employees hereunder. The board shall be used for the posting of seniority lists and for official Association business as well as for Employer business. Notices posted by either the Employer or Association shall bear the signature of a responsible representative of either the Employer or Association.

Section 2

The Employer may assign a different job location to the employees; provided, however, that it gives two (2) calendar days prior notice to the employee and Association. In assigning a new job location, the Employer will take into consideration the geographical location to the employee's home.

Section 3

All employees must possess a minimum of a Group "B" commercial driver's license. The cost of any CDL license shall be at the employee's expense. The Employer agrees to pay for the biennial DOT physical examination, plus one additional DOT physical examination if ordered by the Employer's doctor within said two year period, to be performed at the doctor of the Employer's choice after normal working hours.

Also, the Employer agrees to make its equipment available for training and testing at no expense to the employee.

The parties further agree to and shall be subject to and abide by a) the Drug Free Work Place Policy Statement; b) the Drug Free Work Place Rules and Regulations; c) the Omnibus Transportation Employee Testing Act of 1991 Rules and Regulations Applicable to Employees Required to Obtain CDLs; and d) the Drug Testing Protocol.

The Employer will provide for drug test collections to be done on work premises in connection with biennial CDL physicals if, in its sole discretion, it determines that it can do so without incurring unreasonable cost to itself or inconvenience to any of the

participants therein. If such on premises collection program is implemented, it will be performed during regular working hours with no loss of pay; provided, however, that should an employee miss a scheduled drug test appointment, he/she shall be required to go off-site to submit to such testing on his/her own time without pay within a period of time to be established by the Employer.

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

Section 4

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

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

Section 5

Only active, full-time employees are entitled to receive the fringe benefits offered in this Agreement. An active full-time employee is an employee who is working regular scheduled hours, is on excused paid absence, or is absent due to an injury for which he is receiving worker's compensation. Unless otherwise stated in this agreement or required by law, employees eligible for insurance (namely health, dental, vision, life or sick & accident insurance) shall serve a ninety (90) calendar day waiting period before this benefit is effective.

ARTICLE 14 **MAINTENANCE OF STANDARDS**

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

ARTICLE 15
CLOTHING & PERSONAL PROTECTIVE EQUIPMENT

Section 1

The Employer only agrees to furnish and maintain thirteen (13) uniforms per pay period free of charge for mechanics and tireman/garage maintenance.

Section 2

Personal protection equipment will be furnished by the Employer and worn as prescribed by OSHA standards. Raincoats, hip boots, waders, coveralls, aprons, etc. will be available as needed.

Section 3

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

No more often than once each two years, or upon a prescription change, whichever is less, the Employer shall reimburse each employee who is required to purchase prescription safety glasses in order to comply with the requirements of this agreement on the following basis: upon presentation to the Employer of a paid invoice verifying the purchase of prescription safety glasses, the Employer shall reimburse the purchasing employee up to \$75.00 for single vision glasses; up to \$90.00 for bi-focals; and up to \$100.00 for tri-focals.

No more often than once each year, or upon a prescription change, whichever is less, the Employer shall reimburse each mechanic who is required to purchase new prescription lenses for his or her required safety glasses on the following basis: upon presentation to the Employer of a paid invoice verifying the purchase of new prescription lenses for his or her required safety glasses, the Employer shall reimburse the purchasing employee up to \$75.00 for single vision glasses; up to \$90.00 for bi-focals; and up to \$100.00 for tri-focals.

Section 4

Protective foot wear shall be worn by employees working in any classification in which hazards exist for potential foot injury.

Each employee will receive a two hundred dollar (\$200.00) clothing allotment each year to be paid at the beginning of the year. Employees will be responsible for purchasing their own boots and safety equipment not furnished by the Road Commission.

ARTICLE 16

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1

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

Section 2

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

Section 3

In the event of a bargaining unit employee's injury, the President or in their absence the Vice President shall be notified by the Operations Superintendent or Foreman as soon as possible. Any employee involved in any accident shall immediately report the accident, all property damage and physical injuries sustained. An employee before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision will subject such employee to disciplinary action by the Employer. No safety incident report will be supplemented without providing the affected employee an opportunity to review and sign the report as supplemented.

Section 4

It is the duty of the employee and they shall immediately, or not later than at the end of his shift, report all defects in equipment. Such reports will be made on a suitable form furnished by the Employer. The Employer will not ask or require any employee to

take out equipment which has been reported by any other employee as being in an unsafe operating condition until it has been approved in writing as being safe by the Garage Foreman.

Section 5

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

Section 6

In addition to any Foreman, Superintendent or Manager, the Safety Director is authorized to issue disciplinary notices for violation of safety rules.

ARTICLE 17 **MILITARY SERVICE**

Section 1

Any employee on the seniority list entering into military service of the United States of America, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States of America and is physically able to do the work available, and, further, provided he reports for work within ninety (90) days of the date his is discharged from such service with the United States of America. Furthermore, the Employer agrees to comply with all state and federal laws regarding military service leave and reinstatement.

Section 2

Regular employees who are members with active status in an Armed Forces Reserve Unit or National Guard Unit and who participate in a military annual unit training not to exceed ten (10) working days annually shall receive a leave of absence without pay for the time they enter into their annual training, provided said Employee makes a written request for such leave of absence immediately upon receiving their orders to report for duty.

ARTICLE 18

SAVINGS CLAUSE

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

ARTICLE 19 **COURT AND FUNERAL LEAVE**

Section 1

An employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay, if any. If an employee is excused from jury duty by 11:00 a.m., he must return to work. When an employee is on jury duty, the Employer will pay the employee their regular wage. The employee shall then turn over his/her endorsed jury pay check, less mileage, to the employer.

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

Section 2

In the case of a death in the immediate family, an employee may take up to three (3) working days leave of absence with pay, provided that funeral leave must be taken within thirty (30) days of the death.

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

In the case of death of persons other than those specified, or when serving as a pall bearer, employees must use vacation or personal leave for absence to attend a

funeral. Any employee, with their Foreman's permission, may take one-half day off with pay to attend a funeral of a present or former road commission employee or board member.

ARTICLE 20 **HOLIDAYS**

Section 1

All Association employees will be eligible to receive a day's pay based on their regular job classification pay for the following holidays:

New Years Day	Employee's Birthday
Floating Holiday must be used within calendar year replaces Monday of Fair Week	
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Fourth of July	Christmas Eve Day
Friday before Labor Day	Christmas Day
Labor Day	

Section 2

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

Section 3

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

Section 4

Should a paid holiday fall on Saturday, the Friday preceding that day will be taken as a paid holiday, and if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday. During the 4-10 schedule, a holiday falling on a Friday or Saturday will be celebrated on Thursday.

Section 5

Paid holidays that fall within an employee's vacation period will not be considered part of the vacation.

ARTICLE 21 **VACATIONS**

Section 1

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

- A) Employees who have completed one (1) year of service shall be granted forty (40) hours vacation without loss of pay.
- B) Employees who have completed two (2) years of service shall be granted eighty (80) hours vacation without loss of pay.
- C) Employees who completed six (6) years of service shall be granted ninety six hours (96) hours vacation without loss of pay.
- D) Employees who have completed ten (10) years of service shall be granted one hundred twenty (120) hours vacation without loss of pay.
- E) Employees who have completed fifteen (15) years of service shall be granted one hundred forty four (144) hours vacation without loss of pay.
- F) Employees who have completed eighteen (18) years of service shall be granted one hundred sixty (160) hours vacation without loss of pay.
- G) Employees who have completed twenty (20) years of service shall be granted one hundred sixty eight (168) hours vacation without loss of pay.
- H) Employees who have completed twenty-two (22) years of service shall be granted one hundred seventy six (176) hours vacation without loss of pay.
- I) Employees who have completed twenty-four (24) years of service shall be granted one hundred eighty four (184) hours vacation without loss of pay.
- J) Employees who have completed twenty-six (26) years of service shall be granted one hundred ninety two (192) hours vacation without loss of pay.
- K) Employees who have completed thirty (30) years of service shall be granted two hundred (200) hours vacation without loss of pay.

Section 2

Computation of vacation days for each employee will be made each year on such employee's anniversary date of hire based on the number of years of service completed as of that date.

Section 3

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

Section 4

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

Section 5

Vacation selection shall be year round and can be used on an hourly basis or in minimum $\frac{1}{4}$ hour increments if the employee requests and receives permission for same from their Foreman or Superintendent. Vacation schedules will be worked out as far in advance as possible. The Employer retains the authority to limit the number of employees taking vacations at any one time and seniority shall be given a prime consideration in restricting vacation time.

Section 6

Employees may take vacation if the employee requests and receives written permission for the same from their Foreman or Superintendent in advance of their planned absence. Management reserves the right to grant or deny the use of vacation on short notice.

ARTICLE 22

PERSONAL LEAVE

Section 1

For purposes of this Section, a “Benefit Year” is the calendar year. Each employee will be front-loaded 96 hours of personal leave at the start of the Benefit Year. New Hires will be granted 96 hours of personal leave on their date of hire, prorated based on the amount of time remaining in the Benefit Year. Personal leave may be accumulated to four hundred eighty [480] hours. Employees, who do not use any or all of the personal leave days they earned during the current calendar year which exceed the 480 hour maximum accumulation at the end of each calendar year, shall be paid for 100% of those unused personal leave days that exceed said maximum accumulation, at their regular straight time hourly rate in effect for that year, with payment to be made in the second pay period in the month of January. Employees may use personal leave for the reasons set forth under the Michigan Earned Sick Time Act, MCL 408.961 et seq (“ESTA”), including the following reasons:

- To care for the employee’s family member who is suffering from a mental illness, physical illness, injury, or health condition, or preventative medical care.
- To care for the employee’s own mental illness, physical illness, injury, or health condition, or preventative medical care.
- To address the employee’s or the employee’s family member’s physical, psychological, or legal effects of domestic violence or sexual assault.
- To attend meetings at a child’s school or place of care related to the child’s health or disability or effects of domestic violence or sexual assault.
- For reasons related to a public health emergency as described in MCL 406.964.

For purposes of this Section 1, the term “family member” includes:

- A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee’s spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
- A person to whom the employee is legally married under the laws of any state or a domestic partner.
- A grandparent.
- A grandchild.
- A biological, foster, or adopted sibling.
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 2

Employees shall request use of personal leave from their Foreman or Superintendent in advance of their planned absence. If an employee is going to be absent due to illness, or an ESTA qualifying reason, they must call in at least thirty (30) minutes before the start of their shift unless the need to use personal leave for an ESTA qualifying reason is unforeseeable, in which case, an employee must notify their Foreman or Superintendent as soon as is practicable. An employee must designate the need to use personal leave as ESTA or non-ESTA leave at the time the employee requests to use personal leave. If an employee’s use of personal leave exceeds three (3) consecutive days on which the employee was scheduled to work, the Employer may request the employee to provide reasonable documentation that the use of personal leave was for a permitted purpose. If the Employer requires documentation for the use of personal leave,

the Employer will pay the employee's out of pocket expenses incurred in obtaining the documentation.

Section 3

Personal leave may be used on an hourly basis or in minimum ¼ hour increments.

Section 4

Upon death or retirement, employee shall be paid one hundred (100%) percent of all accumulated personal leave. Employees who quit or are discharged shall receive fifty (50%) percent of their accumulated personal leave. In the event of an employee's permanent lay-off, employee shall receive seventy-five (75%) percent of their accumulated personal leave. The term "retirement" as used in this section shall mean the date upon which the employee becomes eligible for full retirement benefits under the current MERS plan, or accumulates 25 continuous years of employment service with the Employer, whichever is earlier.

Section 5

An employee who is absent from work for more than 10 consecutive work days due to medical reasons must apply for a medical leave of absence by completing a medical leave of absence request on a form to be supplied by the Employer's office manager. Requests for such leaves of absence shall be subject to the provisions of Article X, Section 1 of this contract.

ARTICLE 23

HOURS OF WORK

Section 1

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

Section 2

The normal eight hour work day shall start at 7:00 a.m. and end at 3:00 p.m., with a paid thirty (30) minute lunch break per day of work to normally be taken from 11:30 a.m. to 12:00 p.m., however, this can be modified by supervision based upon operational efficiency, to be taken between 10:30 a.m. and 1:00 p.m. The Employer reserves the

right to move the starting time or quitting time one (1) hour either way provided that it gives at least one (1) week notice.

Section 3

Employees shall be paid time and one half the regular rate for all hours worked in excess of their regularly scheduled work day.

Section 4

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

Section 5

A summer work schedule will consist of a four (4) day - ten (10) hours per day work week running from Monday through Thursday, 6:00 a.m.-4:00 p.m. The summer work schedule will begin and end at the Manager's discretion with two (2) weeks written notice. Vacation and personal leave used, as well as for holidays falling within the summer work schedule, will be paid at 10 hours per day, instead of 8 hours per day, and deducted from employee benefit banks based on same contract terms as for the regular (5) day - 8 hour work schedule. Likewise, during the summer work schedule, overtime at 1-1/2 times the employee's regular rate of pay will be paid for all hours in excess of 10 hours per scheduled work day or in excess of 40 hours per work week.

Section 6

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

Section 7

When employees are asked by their foreman to work through their lunch period, the employees shall receive an additional one-half (1/2) hour of pay per day. When employees are plowing snow on week-ends, this section shall apply when the employee works at least 5 continuous hours.

Section 8

There shall be a ten (10) minute wash-up period at the end of each shift.

Section 9

An employee who reports for work at his regular starting time and who has not been given at least eight (8) hours previous notice not to report, shall receive a minimum of one half day's pay at straight time. It is further agreed, however, that any employee who is released from work prior to the completion of a regular scheduled work day due to inclement weather may supplement his or her pay for that day with pay for any remaining vacation time as is then available and owing to him or her. The maximum pay for any such one day covered under this section shall not exceed the regularly scheduled work day hours times the employee's straight time rate of pay.

Section 10

When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed during the normal work day prior to the overtime period, it shall be performed by the bargaining unit employee(s) who were performing the specific job prior to the occurrence of the overtime period. When the overtime is not a continuation of a specific job that was being performed during the normal work day overtime shall be offered to the employees in a job classification in the order of seniority. In the event the employees in a job classification do not accept the offer of overtime, then mandatory overtime shall be worked by the employees in a particular job classification in the reverse order of seniority.

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

Overtime work on call in or on weekends shall be offered by seniority in accordance with an employee's regular job classification.

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

If the front-end loader operators by seniority are unavailable for overtime work on call-in, a full-time earth work equipment operator(s) shall be called in based on seniority.

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

Truck drivers can self-load their equipment during winter maintenance in the absence of the regular loader operator(s).

Section 11

When an employee is called in to work at anytime other than his regularly designated or scheduled shift, he shall be entitled to a minimum of three (3) hours work at one and one half (1 1/2) times his regular pay rate, or if such work does not extend for three (3) hours work, he nevertheless shall be paid for three (3) hours work at the time and one half rate provided the employee reports for work within forty five (45) minutes of the call in. However, if an employee is at his designated garage waiting for his regular shift to begin, and his foreman requests him to start immediately due to an urgent need, the employee will be paid for only the actual time worked rounded to the nearest quarter (1/4) hour, in which case said employee is not eligible for the three (3) hours call in.

Section 12

Notwithstanding anything contained in this section to the contrary, for snow and ice removal crews, the eight hour work day starting time shall be flexible on a daily basis, said starting time to be determined on an as needed basis at the sole discretion of the operations superintendent. When snow and ice removal crews are called in to work early, said employees will also be allowed to work their regular 8 hour shift. If road conditions improve and the Operations Superintendent or Foreman agrees, employees shall be permitted to go home after working 8 hours, however, the remaining shift hours must be covered by an employee's use of paid time off benefits. Members of snow and ice removal crews who are called in prior to 7:00 a.m. shall receive one and one-half their regular pay rate for each hour of actual call-in time worked prior to 7:00 a.m. up to a maximum of three (3) hours.

Section 13

The normal hours of work on the winter night crew shall be 10:30 p.m. to 6:30 a.m.; provided, however, that winter night crew members shall be eligible and available for early call-in at 7:30 p.m. as determined by the Operations Superintendent within his sole discretion on an as needed basis. The normal work week for the winter night crew

shall begin Sunday at 10:30 p.m. and end on Friday at 6:30 a.m., excluding holidays. Work beyond 6:30 a.m. shall require supervisor approval. Any winter night crew employee can be utilized on the state or the county systems until the bid holders for the required tasks can be called in and arrive on shift. Bid holders will be called immediately upon moving extra winter night employee(s) to the other system.

Section 14

Notwithstanding the provision of Article 23, Section 3, which provides for the payment of overtime, both parties hereby set forth and agree, that in lieu of said overtime payment, full-time hourly employees may voluntarily elect to bank some or all of their overtime hours worked each day.

Compensatory time shall be earned at the rate of one and one-half (1 ½) hours for each hour of overtime worked. Accumulation of compensatory time shall be capped at seventy-five (75) hours annually.

Compensatory time may be used on an hourly basis year-round or in minimum ¼ hour increments. Employees must request in advance and receive permission from their supervisor to take compensatory time-off, in the same manner and meeting the same advance notice requirements as specified for vacation time-off. Accrued compensatory time-off can be used during any planned shutdown(s) of all of our operations as declared by the Board. Accumulated and unused compensatory time shall not be paid out to an employee, except upon termination of employment. In the event of termination of employment, accumulated compensatory time shall be converted to cash and paid to the employee.

The employer retains the right to limit the number of employees taking compensatory time-off at any one time and seniority shall be given a prime consideration in restricting compensatory time-off. Approval will be granted provided that in the opinion of the supervisor such time-off does not unreasonably interfere with service and efficient road commission operations.

ARTICLE 24

INSURANCE

Section 1 – Group Life Insurance

The Employer will provide a \$15,000.00 group life insurance policy for all employees effective after the employee has completed serving a ninety (90) calendar day waiting period. The employer shall provide a dependent life benefit subject to its terms and conditions of \$10,000/ spouse \$5,000/ children.

Section 2 – Sick & Accident Insurance

The employer shall provide a sickness and accident policy subject to its terms and conditions, provides after the first day of accident, or the eighth(8) day of sickness, the employee will receive 70% of his/her normal gross straight time weekly pay with a maximum of \$1,000.00 not to exceed twenty-six (26) weeks. A long term benefit will also be provided with a 180 day waiting period, providing 60% of his/her normal gross straight time weekly pay with a maximum of \$5,000.00 monthly not to exceed age 65; for all employees effective after the employee has completed serving a ninety (90) calendar day waiting period; provided, however, that any employee who is receiving short term (STD) or long term disability (LTD) benefits may, at the employee's request, supplement said benefits received for each work day/week off from available personal leave and/or vacation days so the total STD or LTD benefits, plus their paid leave, does not exceed the employee's regular scheduled work day or 40-hour per week gross pay.

Coordination of STD or LTD will be based on the following formula, once the STD or LTD check is received:

$$\begin{array}{l} \text{Gross pay + STD or LTD received for leave} \\ \text{(minus) } \quad \text{(Regular 40 hour gross)} \\ \text{= } \quad \text{Excess pay over regular 40 hour gross} \\ \text{(divided by) } \quad \text{Regular hourly rate of pay} \\ \text{= } \quad \text{Personal/Vac hours to be added back into applicable benefit bank(s)} \\ \quad \quad \text{(round up to } \frac{1}{4} \text{ hr)} \end{array}$$

Partial week coordination will be prorated.

Section 3 – MERS Retirement Program

With regard to the MERS retirement program and related retirement benefits, the Employer and the Association agree as follows:

A) The Association on behalf of itself, its officers, members, successors and assigns shall and does hereby irrevocably and perpetually waive and relinquish all past, present and future rights to claim or seek the buy back of years of service from MERS for any and all remaining present and future bargaining unit employees, this agreement to remain binding on the parties, and shall survive and continue in effect beyond the expiration of this Agreement.

B) The Employer agrees to provide the MERS B-2 program with a 2.0% multiplier, full retirement at age 60 if fully vested, final average compensation based on the highest 60 consecutive months divided by 5 (FAC-5), and 6 year vesting. All Association employees shall contribute 5.3% of their gross pay through payroll deduction from each pay with the Employer contributing the difference in premium.

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

The Employer shall determine and provide reasonable time off work for the employee delegate to attend the annual MERS meeting, and shall pay said employee delegate not to exceed said employee's regular rate for the scheduled work day plus registration fees and hotel room fees for said meeting.

Section 4 – Deferred Compensation

The employer agrees to make available, an employer-sponsored deferred compensation 457 plan(s) to all eligible full-time employees who wish to voluntarily participate and elect to contribute, thru payroll deductions, up to the maximum allowable amount set annually by the IRS.

Employer agrees to deposit once every two weeks to the deferred compensation plan(s) offered by the employer or to an employer sponsored IRA account, to the account in the sole name and for the benefit of each full time Association employee, an amount equal to 6 1/2 % of each employee's voluntary deferred compensation or IRA contributions. It is understood that employer contributions to deferred compensation accounts on behalf of the employee for health insurance buy-outs are excluded from the 6 1/2 % computation under this section.

Section 5- Health Insurance

The Employer will provide group health insurance using Blue Cross-Blue Shield, or another insurer with equivalent coverage, in compliance with Public Act 152 of 2011, the Publicly Funded Health Insurance Contribution Act, subject to the terms and provisions hereinafter set forth:

The coverage provided shall be for the employee, his spouse, and the employee's eligible children up to their 26th birthday or in accordance with the new federal health care reform law after serving a ninety (90) calendar day waiting period. The Employer shall not provide medical insurance for family members who are already covered by a Blue Cross-Blue Shield Health Insurance policy. The medical insurance coverage will provide for a semi-private room. A retired employee may continue medical insurance through the Employer in accordance with COBRA laws, if such retired employee pays the full medical insurance premiums to the Employer monthly in advance.

A six (6) member Health Insurance Committee, comprised of the Manager, the Office Manager, two (2) Association bargaining committee members and two (2) Administrative members, will meet annually to explore and select health insurance plans that will fit under the state health insurance cap for each employee's choice. Said committee will do its best to select the most economical and beneficial insurance plan options as it sees fit and that would be in the best interest of all employees participating in the health insurance. The committee will begin their annual review as soon as possible after the new hard cap amounts are announced.

The group health insurance plans currently offered for individual employee selection include: Simply Blue PPO HSA and Blue Care Network.

Section 6 – Health Insurance Buy-Out Option

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

A) Only those bargaining unit employees who provide written proof, in form and content satisfactory and acceptable to the Employer, of duplicative health insurance coverage for the electing bargaining unit employee shall be eligible to withdraw from health insurance coverage the Employer provided health insurance plans hereinbefore

described and participate in the Employer sponsored deferred compensation plan instead, as hereinafter provided;

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

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

D) For those eligible bargaining unit employees who elect to withdraw from the Employer provided health insurance coverage and to participate in and receive contributions from the Employer into either an Employer sponsored deferred compensation plan or an Employer sponsored IRA account in lieu thereof, the Employer agrees to contribute six hundred dollars (\$600.00) per month into an Employer sponsored deferred compensation or an Employer sponsored IRA account in the sole name and for the benefit of said eligible participating employee, subject only to the terms and conditions of said plan.

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

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

- i. this collective bargaining agreement is either rescinded or expires;

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

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

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

Section 7 – Dental/Vision Insurance

The Employer will provide group dental and vision insurance using Delta Dental and Companion Life respectively, or another insurer with equivalent coverage. The coverage provided shall be for the “employee only” after serving a ninety (90) calendar

day waiting period. The Employee may provide dental and/or vision insurance for their eligible dependents if they reimburse the Employer for the full dental and/or vision premiums through payroll deductions.

Employees covered by the health insurance buy-out will likewise be eligible for dental/vision insurance, per all of the terms specified above, if written certification, in form and content satisfactory and acceptable to the employer, is provided confirming they are not provided dental/vision insurance by spouse's employer. A retired employee may continue dental and/or vision insurance through the Employer in accordance with COBRA laws, if such retired employee pays the full dental/vision insurance premiums to the Employer monthly in advance.

ARTICLE 25

TERMINATION OF AGREEMENT

Section 1

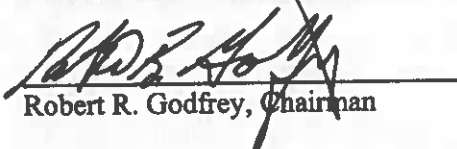
This Agreement shall be effective when signed by or on behalf of both of the parties, shall cover the payroll period commencing October 23, 2025 and shall remain in full force and effect until December 31, 2027, and from year to year thereafter unless changed or terminated in the manner hereinafter provided.

Section 2

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

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

**BOARD OF COUNTY ROAD
COMMISSIONERS OF THE
COUNTY OF HILLSDALE**


Robert R. Godfrey, Chairman

**TECHNICAL PROFESSIONAL
OFFICEWORKERS
ASSOCIATION OF MICHIGAN**


Dave LaMontaine, TPOAM

Gary A. Leininger
Gary A. Leininger, Vice Chairman

Michael A. Parney
Michael A. Parney, Member

Mark Kline
Mark Kline, Member

Kathleen Schmitt
Kathleen Schmitt, Member

10/23/25
Date of signing

Don Hobbs
Don Hobbs

Nicholas Bentley
Nicholas Bentley

Dave Cook
Dave Cook

SCHEDULE A - WAGES

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

	Effective Board Ratifies 2025	Effective 1-1-26 2026	Effective 1-1-27 2027
	5%	4%	4%
1. Light Truck:	\$25.00	\$26.00	27.04
Class "B" and Under			
2. Heavy Truck/Light Equipment:	\$26.94	\$28.02	\$29.14
Class "A",			
Hydro-Seeder, Roadside Mower, Broom/Sweeper,			
Jet Rodder, Crack Sealer, Boom Mower			
3. Heavy Equipment:	\$27.57	\$28.67	\$29.82
Brine Truck, Semi with any Trailer,			
Asphalt Paver, Rollers			
Shoulder Widener (Operators),			
Self Propelled Chip Spreader, Distributor,			
4. Earth Work Equipment:	\$28.20	\$29.33	\$30.50
Graders, Gradall, Excavator, Backhoes, Bulldozer,			
Loaders (including Shoulder Widener Attachment),			
Force Feed Loader, Skid Steer (W/All Attachments)			

5. Aerial *	\$30.20	\$31.41	\$32.67
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Hi-Reach, Manlift, Sign Truck

6. Mechanics	\$27.49	\$28.59	\$29.73
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All Mechanics**†

Tire/Garage Maintenance

See SCHEDULE A footnotes.

Winter Night Shift premium two dollars (\$2.00) per hour.

Lump Sum Payment.

There will be a one time, lump sum payment, not rolled into base. This payment will be made in the amount of \$1,800.00, subject to required withholding. The payment will be made to all employees in the bargaining unit on the active payroll at signing. The payment will be made the first full payroll period after ratification by the Board.

SCHEDULE FOR LONGEVITY PAY

Longevity pay will be paid on the next pay day following the employee's anniversary date based on the following schedule:

Years of Service	Longevity Pay
5 to 9 years	\$450.00
10 to 14 years	\$600.00
15 to 23 years	\$850.00
24+ years	\$1,100.00

SCHEDULE A FOOTNOTES

When new employees are hired for any position, they shall be paid the beginning rate for that position less \$1.00 per hour during the probationary period.

All operators may be required to load themselves (at their assigned classification wages) when management deems it would be more beneficial to have the loader operator performing other tasks.

*This job classification requires two (2) operators qualified to perform the operational functions of the Aerial position. There shall be a maximum of two (2) aerial operators paid per unit, back-up operators will only be paid for actual time, while operating the unit.

**Included in the wage rate above for mechanics is \$1.00 per hour as compensation for the tools that the employee is obligated to furnish and has purchased for use on the job.

† After completion of their probationary period, employees in the mechanic classification may participate in a voluntary program to become certified as a Master Heavy Truck Mechanic through the Michigan Secretary of State. Employees in the mechanic classification who elect to participate in and complete the Master Heavy Truck Mechanic and/or Master Auto program will be eligible for an additional 20¢ per hour above the regular mechanic rate for each of the specialty examinations that is administered to participants in said voluntary program and passed; provided, however, that if a mechanic passes all six (6) examinations and is certified by the Michigan Secretary of State as a Master Heavy Duty Truck Mechanic and all eight (8) for Master Auto, the mechanic will receive an additional \$1.00 per hour for each Master Certificate over and above the total of \$2.80 per hour that will be paid for passing all examinations. All costs associated with participating in the voluntary certification program, of whatever kind or nature, shall be solely the participating employee's obligation.

Employees may only hold up to one primary piece of equipment and one back up piece of equipment.

