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**Department of Labor and Economic Growth
Michigan Employment Relations Commission
Fact Finding**

Macomb County Road Commission

—and—

MERC Case No. D08 J-1297

Macomb County Road Commission Administrative & Technical Employees Association

FACT FINDING REPORT

APPEARANCES

Fact Finder:

William E. Long, Attorney

**For Macomb County
Road Commission:**

Timothy McConaghy, Attorney
Paula Mack-Crouchman, Administrator
Bo Kirk, Personnel Director
Michelle Mykytiak, Finance Director

**For Macomb Co. Road:
Commission Admin. & Technical
Employees Association**

Fred Timpner, Michigan Assoc. of
Public Employees Representative
Monty Bolis, President
Patricia Lawrence, Secretary
Rick Sabaugh, Unit 1 Steward
George Ramsey, Unit 2 Steward
Jeffery Thompson, Unit 3 Steward
Gloria Vernier, Unit 4 Steward
Bryan Santo, Unit 5 Steward

Date of Report:

July 20, 2009

PROCEDURAL BACKGROUND

The current agreement between these parties covered the period June 1, 2003 to May 31, 2007. Reference to the contract in this document will be to the “current contract” and the “proposed contract.”

Materials in the case file reveal the parties held numerous negotiation sessions between March 15, 2007 and January 6, 2009 at which proposals were exchanged and on three occasions between December 11, 2008 and January 6, 2009 a mediator was present. The Employer filed a petition for fact finding dated January 20, 2009. The Michigan Employment Relations Commission appointed this Fact Finder in a letter dated March 27, 2009. As a result of discussions with the representatives of the parties, hearing dates of June 23 and June 24, 2009 were established and fact finding hearings were held on those dates at the Macomb County Road Commission Office in Mt. Clemens, Michigan.

At the hearing, the parties provided testimony and exchanged and presented exhibits to the Fact Finder. The Union presented one notebook (U-1) containing exhibits involving previous exchanges of positions on issues from the parties; the “current contract” collective bargaining agreement between the parties and the collective bargaining agreement between the employer and AFSME Local 893 for the period 2003-2007 and data on finances, wages, CPI and select issues in dispute.

The Employer presented one notebook containing the current contract and previous exchanges between the parties. The Employer’s notebook also contained exhibits relating to finances (E- tab 6a-d) and through witnesses’ testimony at the hearing provided exhibits (E-7 through E-11).

During the course of the two day hearing the following individuals testified on behalf of the Employer:

Bo Kirk – Personnel Director
Michelle Mykytiak – Finance Director

During the course of the two day hearing the following individuals testified on behalf of the Union:

George Ramsey - Unit 2 Steward
Gloria Vernier – Unit 4 Steward

During the course of the two day hearing the parties requested, and the Hearing Officer approved, the opportunity for the parties to caucus and exchange proposed positions on issues in dispute for potential settlement. This process resulted in the

parties reaching signed tentative agreements on the majority of issues within the majority of Articles in the “proposed contract” (Note: the Article numbers in the “proposed contract” do not in all cases coincide with the Article numbers in the “current contract”). The parties initialed in writing and stipulated on the record at the Fact Finding hearing to reaching tentative agreement on the following “proposed contract” Articles:

1,2,3,4,5,6,7,8,9,10,11,12,13,14,16,17,18,19,20,22,23,24,25,26,27,28,29,31,34,36,37,38,39,40, 42,43,44,45,46,47,48,49,50,52,53,54,55. It is noted that Article 55 of the proposed contract addresses the duration of the proposed contract, which is for the period beginning June 1, 2007 through December 31, 2011. Specific language within the remaining disputed Articles addresses the prospective or retroactive nature of the specific provisions within the Articles.

As a result of discussion between the parties during the hearing there were several issues, which had been previously presented during negotiations, which the parties agreed to withdraw. Those are identified below by Article number within the proposed contract as presented by the parties. They are:

Article 15 - withdrawn

Article 21 – withdrawn

Article 30 – withdrawn – this was an Article proposed by the Employer addressing certain work rules. The Employer agreed to withdraw this proposal for inclusion in the proposed contract, but will post work rules on the Employer’s bulletin boards throughout the Employer’s facilities.

Article 33 - withdrawn

The remaining issues (by Article number in the proposed contract) that were presented at the Fact Finding Hearing were:

Article 32 – Wages

Article 35 – Retirement Benefits

Article 41 – Vacation

Article 51 – Drug and Alcohol Abuse

At the conclusion of the hearing it was agreed the parties would not exchange post hearing briefs.

GENERAL BACKGROUND

The Macomb County Road Commission is a public entity created in accordance with State law to carry out the responsibilities of maintaining the county roads within Macomb County. It will be referred to in this report as the Employer. The Macomb County Administrative and Technical Employees Association is the recognized collective bargaining representative for all Macomb County Road Commission Employees within units 1,2,3,4, and 5. It will be referred to in this report as the Association. The Association represents approximately 107 of the current 256 employees of the Employer. Employees within units 1 through 5 are engaged in a variety of job functions including stock clerks and cashiers, building maintenance, traffic supervisors, traffic and design technicians, clerks, account specialists, engineers and others. The current contract between the Employer and the Association was for a period of June 1, 2003 through May 31, 2007. The Employer has also entered into an agreement with the American Federation of State, County and Municipal Employees (AFSME) Local 893, which represents another large group of non-management employees of the Employer. The Employer is in negotiations with AFSME on a successor agreement to its current contract, which had an effective date through October 6, 2007. The Association recently engaged the Michigan Association of Public Employees (MAPE) to assist it with contract negotiations with the Employer.

The Employer and the Association have had a collective bargaining agreement for a number of years. Most contract negotiations over those years did not result in the need for mediation or fact finding services. Testimony presented at the Fact Finding hearing revealed several factors currently present that made it more difficult for the parties to reach agreement through negotiations. One is the overall economic uncertainty created by the reduction of revenue from several revenue sources the Employer depends upon. A second is that it is anticipated there will be a ballot proposal presented to Macomb County voters in the fall election to abolish the County Road Commission and establish authority in a County Executive to appoint a manager of the responsibilities now carried out by the Road Commission. And a third element is that the contract with AFSME local 893 represented employees is also in negotiations causing uncertainty for both parties as to the potential implications of agreements in this proposed contract for that proposed contract and visa versa.

Even though these factors lead to the request for Fact Finding it was apparent during Fact Finding that the parties were truly open to trying to understand each others position and willing to compromise and reach tentative agreements on nearly all of the issues. Based on the two days the Fact Finder spent with the parties, it is my opinion that management recognizes the value of the employees represented by the Association and the complexity involved in the Association's responsibility to represent several units with sometimes differing needs and priorities. And the Association recognizes the current financial and economic realities confronting the Employer and its members are willing to do what they can, within reason, to accommodate the current economic situation so that Macomb County Roads can be properly maintained for the citizens of Macomb County. Hopefully, this Fact Finding report can assist the parties in reaching agreement on the remaining issues.

CRITERIA FOR DETERMINING RECOMMENDATIONS

The law pertaining to Fact Finding sets out no criteria that must be used in determining findings and recommendations. Article 25 of the Labor Relations and Mediation Act (MCL 423.25) merely states "When in the course of mediation – it shall become apparent to the commission that matters in disagreement between the parties might be more readily settled if the facts involved in the disagreement were determined and publicly known, the commission may make written findings with respect to the matters in disagreement." It is not unusual, however, that Fact Finders use the criteria established in Article 9 of the Act 312 of 1969, the Compulsory Arbitration of Labor Disputes in Police and Fire Departments as a guide. These criteria are commonly used in Fact Finding proceedings involving public employers and police and fire unions and this Fact Finder agrees they are a useful guide to assessing the issues presented by the parties in fact finding proceedings. The applicable factors to be considered as set forth in Article 9 are as follows:

- (a) *The lawful authority of the employer.*
- (b) *Stipulations of the parties.*
- (c) *The interests and welfare of the public and the financial ability of the unit of government to meet those costs.*
- (d) *Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:*
 - (i) *In public employment in comparable communities.*
 - (ii) *In private employment in comparable communities.*
- (e) *The average consumer prices for goods and services, commonly known as the cost of living.*

- (f) *The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.*
- (g) *Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.*
- (h) *Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.*

COMPARABLES

The Employer and the Association did not present evidence or testimony on external comparables. The Association's notebook placed into evidence contained the most recent collective bargaining agreement between AFSME local 893 and the Employer.

FINANCIAL SITUATION

The Employer's Finance Director, Michelle MyKytiak, provided testimony on the Employer's financial situation. She referred to Employer exhibits E-6a through E-6d which described the budget years from 2002 to 2009 the funds available to the Employer from the Michigan Transportation Fund (MTF); salary, pension and health care costs for all of the employees of the Employer and employment levels during that period. The exhibits describe a reduction in MTF funds received in fiscal year 2003 (the beginning of the current contract between these parties) from the amount received in fiscal year 2009 of approximately \$1.5 million and an increase of approximately \$6.5 million in wages, pension and health care costs for all employees between that same time period. There are also 37 fewer employees in 2009 than in 2003, a reduction of total employees from 293 in 2003 to 256 in 2009. Witness Mykytiak pointed out that this reduction in revenue from the MTF, combined with the increased costs of health care, fuel and other supplies and materials, has resulted in a reduction of funds available from the MTF funding for actual road maintenance and improvements. This amount, referred to as "balance of MTF funds" has declined from \$15.8 million in 2003 to \$7.8 million in 2009 (E-6a). She stated MTF funds for fiscal year 2010 were anticipated to be reduced by at least another 4% from 2009 levels.

On cross examination Witness MyKytiak acknowledged there were additional sources of revenue the Employer received including federal funds and critical bridge

funds and during the next two years federal stimulus funds. But these funds, for the most part, must be used only for contracting for road maintenance and are not available for employee wages or benefits. She also acknowledged that the Employer maintained a “fund balance” of approximately \$30 million, which it could draw upon for operations and to use as match money for federal funds. She stated that it was anticipated that the Employer would have to draw from this fund in the next few years just to maintain operations and given anticipated revenues it would be impossible to add any funds to this fund balance. She felt it would be imprudent to draw more than 50% from this fund balance.

The Fact Finder finds that the Employer’s current financial situation is one of having to address declining revenues for the initial period, if not the duration of the proposed contract period. It is going to have to do its best to maintain its road systems with less money. It has already reduced staff and will likely be unable to replace them and potentially others who may leave employment in the near future, meaning that existing staff will be asked to do more. The tentative agreements reached between the parties for the proposed contract reflect an understanding by both parties of this situation. The proposed contract provisions also demonstrate a willingness of both parties to help get through this period while retaining as much of the wages and benefits for the experienced work force as possible, and to retain the number of workers needed to safely maintain the county’s roads and infrastructure.

ISSUES

The issues presented by the parties for the Fact Finders review and recommendation will now be addressed.

1. Article 32 of the proposed contract – Wages (Employer issue)

Finding of facts and conclusions

The Employer proposed that wage rates for all employees within units 1,2,3,4, and 5 of this bargaining unit, hired prior to the ratification of the proposed contract, be the same as the wage rates in the 2003-2007 CBA. The Employer also proposed a different schedule for wage rates be applied to all employees in Units 1,2,3,4 and 5 hired after ratification of the proposed agreement. That schedule is attachment #1, attached to this Report and Recommendation. Additionally, the Employer proposed consolidating some of the wage classifications of employees within the various units

and condensing some of the classifications and revising some of the scheduled step increases.

In discussions between the parties during Fact Finding on this issue the Association raised concerns about the method the Employer proposed for the revision, consolidation and scheduled step changes of the wage classifications within the various units and urged two additional provisions be included. Those were: 1) that “the Association may request to reopen negotiations on wages on or after June 1, 2010” and 2) “Any wage increases provided to AFSME local 893 employees from October 1, 2007 to September 30, 2009, that exceeds the Association’s ratified wage increases will be provided to the Association employees.”

At the fact finding hearing the Employer, though witness Bo Kirk, indicated the Employer was willing to revise the wage schedule to address the Union’s concerns and to accept the language involving reopening negotiations on wages and potential wage increases provided to AFSME local 893 employees referred to above. The Union’s representative indicated a willingness to accept the Employer’s proposal on wage rates based on the Employer’s acceptance of the Association’s proposed revisions.

Recommendation

The Fact Finder recommends the following language for Article 32 of the proposed contract – Wages

“The wage rates for Employees in Units 1,2,3,4 and 5 of the ASSOCIATION hired prior to ratification of this Agreement shall be the same as the wage rates in the 2003-2007 Collective Bargaining Agreement. The wage rates for Employees in Units 1,2,3,4 and 5 of the ASSOCIATION hired after ratification of this Agreement are contained in the attached schedule. The ASSOCIATION may request to reopen negotiations on wages on or after June 1, 2010.

Any wage increases provided to AFSCME Local 893 employees from October 1, 2007 to September 30, 2009 that exceeds the Association’s ratified wage increases will be provided to the ASSOCIATION employees.”

Rationale

The fiscal situation confronting the Employer, as described previously in this report, will require the Employer to carry out its responsibilities with less annual revenue in the near term and perhaps throughout the period of the proposed contract. Evidence was presented demonstrating that costs for Employee health care and fuel and materials necessary to maintain the road system have increased and are likely to continue to increase during the proposed contract period. At the same time, evidence

presented reveals that the Association employees, while provided wage increases of 3% on June 1 of 2003, 2004, 2005 and 2006, have had no increase in wages since June 1, 2006. The Association presented some information in its exhibits reflecting the Consumer Price Index increases between June 2007 and May 2009, which demonstrate that in real in pocket terms it is clear that employees' wages are not keeping up with inflation. But the Fact Finder finds the proposals on wages and other employee benefits are not unrealistic in the context of the current economic environment. And it is important to remember that under these proposals, at least no furlough days or lay offs are contemplated at this time. The willingness of the parties to come to a near agreement on this issue is evidence that together they are trying to balance the need to be fair to the employees of the Road Commission and the need to adequately serve the citizens of Macomb County.

2. Article 35 of the proposed contract – Retirement Benefits (Employer proposal)

Finding of facts and conclusions

The Employer proposes revisions to paragraphs J. and K. of Article 27 of the current contract dealing with retirement benefits. Proposed new language for paragraphs J. and K. would become a part of Article 35 in the proposed new contract. Paragraphs A. through I. of Article 27 of the current contract would remain the same and be included in Article 35 of the proposed new contract.

The revised paragraph J. would make a distinction between employees hired prior to ratification of the proposed new contract and those hired after ratification of the proposed new contract. An opportunity for retirement would be provided to those hired prior to ratification whose total of his/her years of service and his/her retirement age equals seventy (70). Additional minimum age requirements are specified depending upon the date the employee chooses to retire between the period following ratification of the proposed contract and November 1, 2011. The proposed language in paragraph J. specifies that:

- Employees who retire during the term of the proposed agreement shall receive the same health care and dental coverage in retirement as provided active employees and shall be subject to any future changes made in said active employees' coverage.
- Cost of dental insurance shall be fully paid for the retiree only. The retiree's current spouse and dependent(s) at the time of retirement may elect to be

covered by the group dental policy, but the cost of said coverage shall be deducted from the retirement income of the retiree.

- For employees hired prior to ratification of the proposed contract health care coverage will be extended to the retiring employee and his/her current spouse at the time of retirement. Employees hired on or after ratification of the proposed contract must have a minimum of twenty (20) years of continuous employment with the Road Commission to qualify for retirement health care benefits and health care benefits for those employees hired on or after ratification of the proposed contract will be provided to the employee only upon retirement, and to the spouse or dependents of the employee only at the cost of the retiree.

Proposed language in paragraph K. provides that employees who retire during the term of the proposed agreement shall receive the same optical and dental coverage provided to any active members hired prior to ratification of this agreement and for employees hired prior to ratification of the proposed agreement optical coverage shall be extended to both the retiree and spouse of the retiree and be fully paid by the employer. Cost of dental insurance shall be fully paid by the employer for the retiree. The spouse of the retiree may elect to be covered by the group dental policy, but the cost of coverage for the spouse shall be deducted from the retiree's retirement income.

Recommendation

The Fact Finder recommends that the Employer's proposed revisions to paragraphs J. and K. of Article 35 of the proposed new agreement be adopted by the parties.

Rationale

During the fact finding hearing the parties negotiated and reached agreement on nearly all of the proposed language in paragraphs J. and K. At the hearing the representative for the Employer, through the testimony of Bo Kirk, clarified minor changes addressing the language specifying that the health care and dental coverage provided to retirees would be the same health care and dental coverage provided to active employees and subject to any future changes made in said active employees coverage. With this clarification the representative for the Association indicated the Association could accept the changes proposed by the Employer. Additionally, the Fact

Finder finds, given the current economic restraints on the Employer and the relative need to curtail increasing health care costs as much as possible, this method of health care cost sharing between employer and employees is not uncommon in collective bargaining agreements. And in some of the provisions in this proposed language, the additional retiree obligation is imposed prospectively on only those employees hired after the ratification of the contract. This is a reasonable method for the parties to provide for these changes.

3. Article 41 of the proposed contract – Vacation (Union Proposal)

Finding of facts and conclusions

The Association, during negotiations prior to the Fact Finding Hearing, had initially proposed four (4) additional personal days and an increase of the maximum amount of accumulated vacation days from the 55 days (440 hours) in the current agreement to 100 days (800 hours) in the proposed agreement. The Employer initially opposed these changes proposed by the Association. As negotiations occurred between the parties during the fact finding hearing the parties came closer to agreeing on changes to the provisions in the proposed agreement involving vacations, which would be contained in Article 41 of the proposed agreement. The provisions the parties reached agreement on included:

- Continuation of the language contained in Article 33 in the current agreement, which would be identified as sections A through D of the proposed agreement.
- The addition of a subsection F., which would apply a different schedule for earning vacation time based on seniority for employees hired on or after ratification of the proposed agreement.

The parties generally agreed with the inclusion of subsection E, which would permit employees to request vacation time conversion and subsection G, which would provide for two personal days to be used by the employee each year, but they differed on the details of how those provisions would be administered. The Employer proposed the following language for subsection E:

Employees may request vacation time conversion of up to eighty (80) hours per contract year in two (2) supplemental checks of up to forty (40) hours each. Employees requesting vacation time conversions must maintain an available vacation time balance of a minimum of two hundred (200) hours. This request

must be submitted to the administrator the first week of February and August of each year, with the conversion to occur in late August and late February.

The Association proposes the minimum number of hours an employee be required to maintain in her/his balance of vacation time in order to be able to exercise the conversion of up to eighty (80) hours be changed from two hundred (200) hours as proposed by the Employer to eighty (80) hours. The Association says the purpose of this proposal is to enable employees to have some source of additional funds since they have had no increase in wages since June 1, 2006 and will likely receive no increase under the proposed agreement until June 1, 2010 at the earliest. The Association argues that the 200 hour minimum balance proposed by the Employer would make it more difficult for several members to participate in this provision.

The Employer proposed the following language for subsection G:

Two (2) personal days will be allocated per contract year to be used as follows:

- one (1) day during the week of the employee's birthday
- one (1) day during the week of the employee's hire date

One week's notice must be given to the Supervisor without exception. These days cannot be carried over to subsequent years, and unused personal days will not be reimbursed. If an employee is unable, due to work demands, to use their personal days during the designated week, he/she may reschedule the personal day one time within the following thirty (30) days. These days may be used one (1) week after contract ratification.

The Association agrees with the two personal days, but proposes modifications to the proposal. The Association proposes that this provision be made effective retroactively to January 1, 2009, thereby giving all members of the bargaining unit employed on or after January 1, 2009 two personal days for 2009. The Association says these days would have to be used by December 31, 2009 or be forfeited. The Association proposes that, with one week advance request by the employee for approval by supervisor, the employee could take these two days anytime after ratification of the proposed agreement and December 31, 2009. The Association also proposes that beginning January 2010 and subsequent years that one of the two days be a floating day, meaning that the employee would not be required to use it during the week of the employees birth date or anniversary date, but could use it any time during the year provided the employee gave one week advance request to the supervisor and obtained the supervisor's approval. The Association points out that neither of its proposed modifications increase the Employer's cost.

Recommendation

The Fact Finder recommends the following language for subsection E of Article 41 of the proposed agreement: (note: underlined and deleted language is the Fact Finder's proposed modifications to the Employers proposal).

"Employees may request vacation time conversion of up to eighty (80) hours per ~~contract~~ calendar year in two (2) supplemental checks of up to forty (40) hours each. Employees requesting vacation time conversions must maintain an available vacation time balance of a minimum of ~~two hundred (200) hours~~ one hundred and forty (140) hours. This request must be submitted to the administrator the first week of ~~February~~ March and ~~August~~ September of each year, with the conversion to occur in late ~~August-September~~ and late ~~February~~ March. The provisions of this subsection shall take effect upon ratification of this agreement."

The Fact Finder recommends the following language for subsection G of Article 41 of the proposed agreement:

"Two (2) personal days will be allocated per ~~contract~~ calendar year to be used as follows:

- one (1) day during the week of the employee's birthday
- one (1) day during the week of the employee's hire date

Not less than One week's notice, without exception, must be given to the Supervisor ~~without exception~~ by the employee identifying the day of the week the employee requests a personal day. The supervisor shall approve this day unless unable to due to work demands. These days cannot be carried over to subsequent years, and unused personal days will not be reimbursed. If an employee is unable, due to work demands, to use their personal days during the designated week, he/she may ~~reschedule the personal day one time within the following thirty (30) days.~~ request an alternate day for use of her/his personal day. The identification of the alternate personal day requested must be given to the supervisor not less than one week following the notification by the supervisor that the employee's first request was unable to be approved due to work demands. The alternate personal day requested may be for a day following not less than seven (7) days and not more than sixty (60) days from the date of submission of the request for an alternate personal day. These days may be used one (1) week after contract ratification. The provisions of this subsection shall take effect one week following the ratification of this agreement.

Rationale

With respect to the Fact Finder's modifications to the Employer's proposed language for subsection E, two are viewed as technical and one is substantive. One of the technical ones is to use the word "calendar" year instead of "contract" year. The term contract year may have the same meaning for the parties as the term calendar year does, but contract year could also be interpreted to mean the contract year beginning June 1, through May 31 of each calendar year. The Fact Finder merely believes, in this

context, calendar year is more appropriate. The second technical change is to modify the months in which the vacation time conversion would be requested and paid by advancing each of them one month and to clarify that this provision would take effect upon ratification of the agreement. The rationale for advancing the months from February to March and from August to September and to make the provision effective upon ratification is to allow the parties time to ratify the agreement and have the provision applicable to at least one potential 40 hour conversion this calendar year. As the Association pointed out, the employees have not had a wage increase in some time and this option is not a major burden on the Employer in that it is likely to have had to carry this potential cost of vacation days use on its books as a liability anyway. And given the timing of the issuance of this report and recommendation, the parties need to have a reasonable time to review and determine if they can accept or modify the Fact Finder's recommendations and reach agreement. Moving the months to September would allow the parties time to come to agreement and ratification without jeopardizing the possibility of missing the August time period. Therefore, if the agreement is ratified by the parties sometime prior to August 31, 2009 employees choosing to, could submit a request the first week of September for vacation time conversion of up to 40 hours for a supplemental check to be paid in late September 2009 provided they could make this conversion and still retain the minimum number of hours required to be maintained in their balance of vacation time. This would provide some financial benefit to employees during calendar year 2009.

The more substantive change recommended by the Fact Finder is to change the minimum balance required to be maintained in the employee's available vacation time balance to be eligible for this conversion to 140 hours as opposed to the 200 hours proposed by the Employer and the 80 hours proposed by the Association. Of course, the 140 hours is 60 less than the Employer proposes and 60 more than the Association proposes. However, the Fact Finder believes the 140 hours is not simply arrived at by "cutting the baby in half," but rather establishes a more reasonable time period in balancing the interests of the parties. The current and proposed agreements provide a graduated scale for employees to be credited with vacation days ranging from 10 days (80 hours) per year up to the 7th year of continuous employment and 20 days (160 hours) per year after 12 years of employment. As the Association noted, under the Employer's proposal an employee would have to have more than 25 vacation days balance at all times in order to convert any hours exceeding that. That would limit a number of

employees' ability to take advantage of this provision. On the other hand making this provision available to those employees with only 10 days of vacation balance, as the Association proposes, does not promote the use of a reasonable number of vacation days for employees, which should be seen valuable to both the employee, who can benefit from time for self and family, and Employer, who has a more focused and less stressed employee as a result of time off. The proposed 140 hours (17 and ½ days) minimum vacation time balance to be maintained in order to be eligible for use of the vacation time conversion will permit more employees, and of course those with more longevity, an opportunity to have some ability to use this provision and still use a reasonable number of vacation days per year. And it will also permit more of those with lesser seniority to gradually build up some days in excess of 17 and ½ days to be able to take some advantage of this provision. It is for these reasons the Fact Finder recommends this modification to section E of Article 41 of the proposed agreement.

As to the Fact Finder's proposed modifications to section G of Article 41 of the proposed agreement, several are technical clarifying language and one is more substantive. The technical revisions again change "contract" year to "calendar" year; make it clear that the supervisor shall approve the day requested by the employee unless work demands require the employee to be on the job that day; and make it clear that this provision would take effect one week following ratification of the contract. The more substantive change from the Employer's proposed language addresses the issue of when the employee would be able to use a personal day in place of the day originally requested. The Fact Finder proposes that day could be any day identified by the employee within the period beginning seven days and ending sixty days after submitting the alternative day request. The Fact Finder does not believe this places any great management burden on the Employer to allow the employee a little longer time period within which to exercise the personal day, particularly since the employee must continue to choose, as his/her first choice, a day during the week of the employee's birthday and hire date. The flexibility to choose an alternate date is only provided following the Employer's denial of that initial requested day due to work demands. At the same time, the Fact Finder rejects the Association's proposal that employees, after 2009, be able to choose one of the two days any time during the year. This would make it more difficult to anticipate scheduling if a number of employees chose days close in time and more difficult for the Employer to determine which request to grant and which to deny due to work demands. Keeping the days within the week of an

employee's birthday and hire anniversary date is more manageable and provides the Employer more certainty in determining what its personnel needs will be in relationship to work demands. The Fact Finder also believes making this provision prospective from the week following ratification of the agreement is more manageable than making it retroactive to January 1, 2009 as proposed by the Association. Making it retroactive would require "catch up" for all employees whose birthday's and hire anniversary dates fell between January 1 and the date of ratification of the agreement and all of these personal days for all of the employees represented by the Association would have to be managed within what would likely be a five month time period at most. This would present difficulties for the Employer trying to manage all of these personal days off without denying some which complicates and further strains Employer – employee relations. It is true that some employees may benefit more from this provision taking effect prospectively than others if they have a birth date or employment anniversary date or both within the period between ratification and December 31, 2009 but, in this Fact Finders view that is the most manageable and equitable way to implement this provision short of making it effective beginning January 1, 2010. It is for these reasons the fact finder recommends this modification to section G of Article 41 of the proposed agreement.

4. Article 51 of the proposed contract – Drug and Alcohol Abuse (Employer Proposal)

Finding of facts and conclusions

The Employer proposes adding a new Article to the proposed contract, Article 51, which would specify the Employer's policies and expectations, employee responsibilities, and consequences of violation of the policies related to drug and alcohol abuse. Employer witness Bo Kirk testified in support of the proposal indicating that it was the Employer's responsibility to ensure safety to the public and its employees in the operation of its equipment and this proposed policy was necessary to do that. Following is the Employer's proposed Article 51:

1. Employer and employees recognize that illegal drug and alcohol use in the workplace presents a danger to all concerned. Drugs and alcohol impair safety and health, lower productivity and work quality and, as such, will not be tolerated.
2. Any Employee that utilizes Road Commission owned vehicles, including seasonal employees, will be subject to random drug and alcohol testing.

3. All Road Commission of Macomb County property, including but not limited to, work sites, buildings, parking lots, driveways, facilities and vehicles are declared to be drug-free workplaces, meaning all employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, processing, transferring or using controlled substances or alcohol in the workplace.
4. No employee shall report for duty or remain on duty while having an alcohol concentration of 0.02 or more, or if the employee tests positive for a controlled substance, except when the use or possession of a prescription drug pursuant to the instruction of a physician who has advised the employee that the substance does not adversely affect his/her ability to safely operate a vehicle.
5. Employees shall inform the EMPLOYER of any therapeutic drug use that has been indicated to have an affect on one's ability to operate a vehicle.
6. The parties recognize the Road Commission of Macomb County will follow completely the Omnibus Transportation Employee Testing, the Drug Free Workplace Act and the Road Commission Policy 430.
7. Any employee who is called to duty during non-working hours shall advise the EMPLOYER of any alcohol use.
8. No employee involved in an accident wherein a post-accident alcohol test is required by the Omnibus Transportation Employee Testing Act shall use alcohol eight (8) hours after the accident or until he/she undergoes a post- accident alcohol test.
9. Employees are further subject to drug and/or alcohol testing if reasonable suspicion exists. Further, employees are subject to return-to-duty testing.
10. Any employee who refuses to take a reasonable suspicion test will be subject to immediate discharge.
11. In the event a positive test is obtained, an employee may request the testing of a split specimen at a federally-certified laboratory at the expense of the employee. If the split specimen turns out to be negative, the EMPLOYER will bear the cost of testing to the split specimen.
12. The parties agree to make available to all employees an employee assistance program. The parties will encourage the employee to seek professional assistance whenever necessary.
13. Records concerning an employee's treatment for the use of drugs or alcohol shall remain in a separate personnel file.
14. Violations of the Drug-Free Workplace Act, the Omnibus Transportation Employee testing Act and/or Road Commission Policy 430 shall result in discipline up to and including termination as set forth below.
15. Alcohol or drug related offenses will result in the Employee being placed "out of fleet" meaning suspension of driving privileges pursuant to the court's sentence.
16. All employees will be subject to the Omnibus Transportation Employee Testing Act, the Drug-Free Workplace Act and the Road Commission Policy 430, which require alcohol and drug testing as specified and any discipline for employees who violate these Acts and Policy will be implemented as outlined in the Article.
17. The above standards are subject to change by the Safety Director/Board of County Road Commissioners.

DISCIPLINE PROCEDURE

POSITIVE ALCOHOL TEST .02 AND ABOVE

1st Occurrence: Employee is sent home with no pay for the remainder of the shift. A three (3) day Disciplinary Leave Off (DLO) is issued and the employee must undergo a return-to-duty alcohol test prior to returning to work.

2nd Occurrence: Employee is discharged or may be offered a Last Chance Agreement.

POSITIVE DRUG TEST

1st Occurrence: Employee's driving privileges will be suspended. While under suspension, the EMPLOYER will find reasonable and non-safety sensitive work for the Employee at that classification's rate of pay. Before returning to a non-safety sensitive position, the Employee will be allowed to use any accrued vacation or sick time. The Employee will also be allowed to go on zero time, no pay, if they desire. The Employee must treat with a Substance Abuse Professional (SAP) and successfully complete all SAP rehabilitation. After being release by the SAP and successfully passing all testing required, including a return-to-duty test, the Employee's driving privileges will be reinstated after being cleared by the Personnel Department.

2nd Occurrence: Employee is discharge or may be offered a Last Chance Agreement.

The Association opposes inclusion of a Drug and Alcohol policy in the collective bargaining agreement. Association Unit 2 Steward Ramsey testified on behalf of the Association on this issue and stated, in particular, opposition to inclusion of item 2 in the Employer's proposal, which would allow Employer random drug and alcohol testing of employees using Road Commission owned vehicles. The Association's position is that "reasonable" suspicion should be the standard for all members of the bargaining unit who are not required to have a CDL driver's license for their job assignment. The Association says there is no demonstrable need for the Employer to have a drug and alcohol abuse policy for those members of the bargaining unit who do not have or need a CDL license. The Association also objects to inclusion of the section describing the discipline procedure and says if an employee is found in violation of the policy any resulting discipline should be tailored to meet the needs of rehabilitation. The Association says the proposed discipline procedure forces a cookie cutter approach that will not work for all employees.

The Fact Finder concludes there is value in establishing, within the CBA, the manner in which the Employer and Association members will address the issues involving Drug and Alcohol abuse in the workplace. Having policy involving these issues is of value and not that unusual in CBA's involving employees, in particular, whose jobs require a CDL license. The Association's evidence presented at the Fact Finding hearing included the 2003-2007 CBA between the Employer and AFSCME local

893. Article 48 of that CBA establishes the Drug and Alcohol abuse policies as they currently apply for members of AFSCME local 893 and the Employer which provides guidance for addressing the issue between the Employer and members of this Association. Article 9(d) of Act 312 criteria, used as a guide in this proceeding, allows for a comparison of conditions of employment with employees performing similar services in public and private employment. Some of the employees of AFSCME local 893 are performing similar services for this same employer.

Recommendation

The Fact Finder recommends inclusion of Article 51 in the proposed agreement as proposed by the Employer with modifications to be more in alignment with the provisions of Article 48 of the current CBA between the Employer and AFSCME local 893. Following is the proposed language the Fact Finder recommends be adopted by the parties using the Employer's proposal but with deletions and additions underlined:

1. Employer and employees recognize that illegal drug and alcohol use in the workplace presents a danger to all concerned. Drugs and alcohol impair safety and health, lower productivity and work quality and, as such, will not be tolerated.
2. ~~Any Employee that utilizes Road Commission owned vehicles, including seasonal employees, will be subject to random drug and alcohol testing.~~
2. All Road Commission of Macomb County property, including but not limited to, work sites, buildings, parking lots, driveways, facilities and vehicles are declared to be drug-free workplaces, meaning all employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, processing, transferring or using controlled substances or alcohol in the workplace.
3. No employee holding a CDL license shall report for duty or remain on duty requiring the performance of a safety sensitive function while having an alcohol concentration of 0.02 or more, or if the employee tests positive for a controlled substance, except when the use or possession of a prescription drug pursuant to the instruction of a physician who has advised the employee that the substance does not adversely affect his/her ability to safely operate a vehicle.
4. Employees shall inform the EMPLOYER of any therapeutic drug use that has been indicated to have an affect on one's ability to operate a vehicle.
5. The parties recognize that the Road Commission of Macomb County will follow completely the Omnibus Transportation Employee Testing Act of 1991. ~~the Drug Free Workplace Act and the Road Commission Policy 430.~~
6. No employee shall perform a safety sensitive function within four hours after using alcohol. Any employee who is called to duty during non-working hours shall advise the EMPLOYER of any alcohol use.

7. No employee involved in an accident wherein a post-accident alcohol test is required by the Omnibus Transportation Employee Testing Act shall use alcohol eight (8) hours after the accident or until he/she undergoes a post- accident alcohol test.
8. Employees are further subject to random testing as defined in the ~~drug and/or alcohol testing~~ Omnibus Transportation Employee Testing Act and if reasonable suspicion testing as defined in the Omnibus Transportation Employee testing Act. exists. Further, employees are subject to return-to-duty testing set forth in the Omnibus Transportation Employee Testing Act and follow-up testing as set forth in the Omnibus Transportation Employee Testing Act.
9. Any employee who refuses to take a reasonable suspicion test will be subject to immediate discharge.
10. In the event a positive test is obtained, an employee may request the testing of a split specimen at a federally-certified laboratory at the expense of the employee. If the split specimen turns out to be negative, the EMPLOYER will bear the cost of testing to the split specimen.
11. The parties agree to make available to all employees an employee assistance program. The parties will encourage the employee to seek professional assistance whenever necessary.
12. Records concerning an employee's treatment for the use of drugs or alcohol shall remain in a separate personnel file.
13. Violations of the Drug-Free Workplace Act, and/or the Omnibus Transportation Employee testing Act of 1991 and/or ~~Road Commission Policy 430~~ shall result in discipline up to and including termination as set forth below.
14. ~~Alcohol or drug related offenses will result in the Employee being placed "out of fleet" meaning suspension of driving privileges pursuant to the court's sentence.~~
15. ~~All employees will be subject to the Omnibus Transportation Employee Testing Act, the Drug Free Workplace Act and the Road Commission Policy 430, which require alcohol and drug testing as specified and any discipline for employees who violate these Acts and Policy will be implemented as outlined in the Article.~~
16. ~~The above standards are subject to change by the Safety Director/Board of County Road Commissioners.~~

DISCIPLINE PROCEDURE

POSITIVE ALCOHOL TEST .02 AND ABOVE TO .039

1st Occurrence: The employee is sent home and can use accumulated sick or vacation time or elect no pay for the remainder of the shift. The employee returns for duty no sooner than twenty-four (24) hours following administration of the test. Employee is sent home with no pay for the remainder of the shift. A three (3) day Disciplinary Leave Off (DLO) is issued and the employee must undergo a return-to-duty alcohol test prior to returning to work.

2nd Occurrence Within a Twenty-four Month Period: The employee is sent home and can use accumulated sick or vacation time or elect no pay for the remainder of the shift. A three day DLO is issued and the employee is also subject to any of the requirements of the law. Employee is discharged or may be offered a Last Chance Agreement.

3rd Occurrence within a Thirty Month Period: The employee is discharged or may be offered a last chance agreement.

POSITIVE ALCOHOL TEST .04 AND ABOVE

1st Occurrence: The employee is sent home and can use accumulated sick or vacation time or elect no pay for the remainder of the shift. A three day DLO is issued and the employee must undergo a return-to-duty alcohol test prior to returning to work. Employee is discharged or may be offered a Last Chance Agreement.

2nd Occurrence: The employee is discharged or may be offered a last chance agreement.

POSITIVE DRUG TEST

1st Occurrence: Employee's driving privileges will be suspended. While under suspension, the EMPLOYER will find reasonable and non-safety sensitive work for the Employee at that classification's rate of pay. Before returning to a non-safety sensitive position, the Employee will be allowed to use any accrued vacation or sick time. The Employee will also be allowed to go on zero time, no pay, if they desire. The Employee must treat with a Substance Abuse Professional (SAP) and successfully complete all SAP rehabilitation. After being released by the SAP and successfully passing all testing required, including a return-to-duty test, the Employee's driving privileges will be reinstated after being cleared by the Personnel Department.

2nd Occurrence: Employee is discharged or may be offered a Last Chance Agreement.

Rationale

The Fact Finder's proposed language is the same language used in the current agreement between the Employer and AFSCME local 893 with the exception of the inclusion of the language "or may be offered a last chance agreement" in those sections where discharge is the discipline. The Fact Finder has included this language because the Employer included it in its proposed language and because it does provide the Employer and the employee a last option which is consistent with the Association's position that there should be as much flexibility as possible to enable the parties to consider the individual circumstances. The Fact Finder does believe, contrary to the Association's position, that it is better to have policies set forth in the agreement clarifying the parameters and policy involving drugs and alcohol than to have nothing at all. The Fact Finder also believes it is helpful to have a clear understanding of the possible consequences of violation of the policy. No reference to levels of discipline for policy violations may allow for more individualized treatment of a situation, but it also could result in unequal treatment and more grievances and arbitration involving the imposition of discipline.

The Fact Finder is aware that the Employer is also in negotiations with AFSCME local 893 on a future agreement between those parties and recognizes that provisions of the current agreement on drugs and alcohol abuse may or may not change in a new agreement between those parties. But the Fact Finder has the actual language of the current agreement between those parties before him and the Employer, in this fact

finding hearing, did not put forth substantial evidence in support of the changes it proposes that differ from the current agreement it has with AFSCME local 893. The Fact Finder believes incorporating the same language in the agreement between the Employer and this Association as the language contained in the current agreement between the Employer and AFSCME local 893 provides adequate and sufficient protection and guidance to the parties to this agreement and is better than providing no language at all. The parties are encouraged to consider this proposed language in further negotiations on this issue.

This concludes the Fact Finder's report and recommendations.

Date: July 20, 2009


William E. Long, Fact Finder

UNIT 1
POST 2009 RATIFICATION
WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
BLDG. MAINT. REPAIRMAN	\$ 16.540 \$ 34,403.200	\$ 17.730 36,878.40	\$ 18.920 \$ 39,353.600	\$ 20.110 \$ 41,828.800
ASST. FOREMAN	\$ 24.159 \$ 50,250.720	\$ 24.579 \$ 51,124.320	\$ 24.998 \$ 51,995.840	\$ 25.416 \$ 52,865.280
ELECT. ASST. FOREMAN	\$ 26.964 \$ 56,085.120	\$ 27.212 \$ 56,600.960	\$ 27.460 \$ 57,116.800	\$ 27.710 \$ 57,636.800
MECH. ASST. FOREMAN	\$ 24.812 \$ 51,608.960	\$ 25.232 \$ 52,482.560	\$ 25.652 \$ 53,356.160	\$ 26.069 \$ 54,223.520
STOCK CHASER	\$ 10.000 \$ 20,800.000	\$ 11.000 \$ 22,880.000	\$ 12.000 \$ 24,960.000	\$ 13.000 \$ 27,040.000
STOCK CLERK 1	\$ 13.906 \$ 28,924.480	\$ 15.235 \$ 31,688.800	\$ 16.565 \$ 34,455.200	\$ 17.895 \$ 37,221.600
STOCK CLERK 2	\$ 17.779 \$ 36,980.320	\$ 18.910 \$ 39,332.800	\$ 20.040 \$ 41,683.200	\$ 21.236 \$ 44,170.880

UNIT 2
POST 2009 RATIFICATION
WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
STOCK & INV. SUPER.	\$ 25.415 \$ 52,863.200	\$ 26.236 \$ 54,570.880	\$ 27.058 \$ 56,280.640	\$ 27.879 \$ 57,988.320
MECHANIC FOREMAN	\$ 26.395 \$ 54,901.600	\$ 27.216 \$ 56,609.280	\$ 28.036 \$ 58,314.880	\$ 28.857 \$ 60,022.560
ELECTRICAL FOREMAN	\$ 27.216 \$ 56,609.280	\$ 28.036 \$ 58,314.880	\$ 28.857 \$ 60,022.560	\$ 29.678 \$ 61,730.240
RIGHT OF WAY AGENT	\$ 29.628 \$ 61,626.240	\$ 30.649 \$ 63,749.920	\$ 30.946 \$ 64,367.680	\$ 31.383 \$ 65,276.640
FOREMAN SC 3	\$ 27.058 \$ 56,280.640	\$ 27.879 \$ 57,988.320	\$ 28.099 \$ 58,445.920	\$ 29.518 \$ 61,397.440
TRAFFIC SUPERVISOR	\$ 32.795 \$ 68,213.600	\$ 33.206 \$ 69,068.480	\$ 33.616 \$ 69,921.280	\$ 34.029 \$ 70,752.000
EQUIPMENT MANAGER	\$ 29.107 \$ 60,542.560	\$ 29.517 \$ 61,395.360	\$ 29.927 \$ 62,248.160	\$ 30.337 \$ 63,100.960
ASST. MAINT. SUPER	\$ 32.795 \$ 68,213.600	\$ 33.206 \$ 69,068.480	\$ 33.616 \$ 69,921.280	\$ 34.029 \$ 70,780.320
STAFF ACCOUNTANT	\$ 23.882 \$ 49,674.560	\$ 24.557 \$ 51,078.560	\$ 25.183 \$ 52,380.640	\$ 25.894 \$ 53,859.520

UNIT 2
POST 2009 RATIFICATION
WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>
INFO. SYS. COORD.	\$24.423 \$50,799.840	\$25.098 \$52,203.840	\$25.724 \$53,505.920	\$26.434 \$54,962.720
ASST. STOCROOM SUPER.	\$23.882 \$49,874.580	\$24.392 \$50,735.360	\$24.905 \$51,802.400	\$25.415 \$52,863.200
SERVICE CENTER FOREMAN	\$25.415 \$52,863.200	\$26.236 \$54,570.880	\$27.058 \$56,280.640	\$27.870 \$57,969.600
INSPECTION SUPERVISOR	\$25.415 \$52,863.200	\$26.236 \$54,570.880	\$27.058 \$56,280.640	\$27.870 \$57,969.600
SIGN SHOP SUPERVISOR	\$25.415 \$52,863.200	\$26.236 \$54,570.880	\$27.058 \$56,280.640	\$27.870 \$57,969.600

**UNIT 3
POST 2009 RATIFICATION
WAGE SCHEDULE**

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
ROW TECH	\$ 17.779 \$ 36,980.320	\$ 18.910 \$ 39,332.800	\$ 20.040 \$ 41,683.200	\$ 21.236 \$ 44,170.880		
RECORDS TECH	\$ 17.779 \$ 36,980.320	\$ 18.910 \$ 39,332.800	\$ 20.040 \$ 41,683.200	\$ 21.236 \$ 44,170.880		
TRAFFIC TECH	\$ 17.779 \$ 36,980.320	\$ 18.910 \$ 39,332.800	\$ 20.040 \$ 41,683.200	\$ 21.236 \$ 44,170.880		
DESIGN TECH	\$ 21.065 \$ 43,815.200	\$ 21.846 \$ 45,439.680	\$ 22.668 \$ 47,149.440	\$ 24.000 \$ 49,920.000		
EA I	\$ 10.232 \$ 21,282.560	\$ 12.260 \$ 25,500.800	\$ 14.456 \$ 30,068.480	\$ 16.819 \$ 34,983.520	\$ 19.351 \$ 40,250.080	\$ 22.051 \$ 45,866.080
EA II	\$ 13.334 \$ 27,734.720	\$ 15.158 \$ 31,466.240	\$ 16.032 \$ 33,346.560	\$ 19.224 \$ 39,985.920	\$ 20.930 \$ 43,534.400	\$ 23.435 \$ 48,744.800
EA III	\$ 15.211 \$ 31,638.880	\$ 16.852 \$ 35,052.160	\$ 18.600 \$ 38,688.000	\$ 20.365 \$ 42,359.200	\$ 22.236 \$ 46,250.880	\$ 25.416 \$ 52,865.280
SENIOR TRAFFIC TECH	\$ 15.211 \$ 31,638.880	\$ 16.852 \$ 35,052.160	\$ 18.600 \$ 38,688.000	\$ 20.365 \$ 42,359.200	\$ 22.236 \$ 46,250.880	\$ 25.416 \$ 52,865.280
ELECTRICAL TECH	\$ 16.425 \$ 34,164.000	\$ 18.401 \$ 38,274.080	\$ 20.491 \$ 45,621.280	\$ 22.689 \$ 47,193.120	\$ 24.997 \$ 51,993.760	\$ 27.415 \$ 57,023.200

**UNIT 4
POST RATIFICATION
WAGE SCHEDULE**

<u>CLASSIFICATION</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
GENERAL CLERK	\$ 10.000 \$20,800.000	\$ 11.000 \$22,880.000	\$ 12.000 \$ 24,960.000	\$ 13.000 \$ 27,040.000		
ACCT. SPEC. 1	\$ 15.967 \$33,211.360	\$ 17.297 \$35,977.760	\$ 18.626 \$ 38,742.080	\$ 19.954 \$ 41,504.320		
ACCT. SPEC. 3	\$ 20.000 \$41,600.000	\$ 21.500 \$44,720.000	\$ 22.500 \$ 46,800.000	\$ 24.000 \$ 49,920.000		
SERVICE CENTER COORDINATOR	\$ 22.289 \$46,361.120	\$ 22.783 \$47,388.640	\$ 23.278 \$ 48,418.240	\$ 23.772 \$ 49,445.760		
GRANDFATHERED TRAFFIC/SUB COORD	\$ 17.779 \$36,980.320	\$ 18.910 \$39,332.800	\$ 20.040 \$ 41,683.200	\$ 21.236 \$ 44,170.880		
DEPARTMENT CLERK	\$ 10.430 \$21,694.400	\$ 12.188 \$25,351.040	\$ 14.080 \$ 29,286.400	\$ 16.100 \$ 33,488.000	\$ 18.260 \$ 37,980.800	\$ 20.551 \$ 42,746.080
ACCT. SPEC. II	\$ 13.334 \$27,734.720	\$ 15.128 \$31,466.240	\$ 17.034 \$ 35,430.720	\$ 19.112 \$ 39,752.960	\$ 20.930 \$ 43,534.400	\$ 23.435 \$ 48,744.800
DEPT. SECRETARY	\$ 11.310 \$23,524.800	\$ 13.070 \$27,185.600	\$ 15.009 \$ 31,218.720	\$ 17.207 \$ 35,790.560	\$ 19.557 \$ 40,678.560	\$ 22.051 \$ 45,866.080

UNIT 5
POST RATIFICATION
WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
C.E. I	\$ 21.482 \$44,682.560	\$ 22.326 \$ 46,438.080	\$ 23.029 \$ 47,900.320	\$ 23.735 \$ 49,368.800	\$ 24.439 \$ 50,831.040	\$ 25.144 \$ 52,299.520
C.E II	\$ 29.194 \$60,723.520	\$ 29.628 \$ 61,626.240	\$ 30.507 \$ 63,454.560	\$ 30.649 \$ 63,749.920	\$ 30.948 \$ 64,367.680	\$ 31.383 \$ 65,276.640
C.E III	\$ 32.311 \$67,206.880	\$ 32.747 \$ 68,113.760	\$ 33.182 \$ 69,018.560	\$ 33.623 \$ 69,935.840	\$ 34.064 \$ 70,853.120	\$ 34.499 \$ 71,757.920
TRAFFIC ENGINEER	\$ 33.077 \$68,800.160	\$ 33.517 \$ 69,715.360	\$ 33.952 \$ 70,620.160	\$ 34.390 \$ 71,531.200	\$ 34.830 \$ 72,446.400	\$ 35.266 \$ 73,353.280
ROAD & BRIDGE ENGINEER	\$ 36.577 \$76,080.160	\$ 37.017 \$ 76,995.360	\$ 37.454 \$ 77,904.320	\$ 37.846 \$ 78,719.680	\$ 38.330 \$ 79,726.400	\$ 38.770 \$ 80,641.600
CONSTRUCTION ENGINEER	\$ 36.577 \$76,080.160	\$ 37.017 \$ 76,995.360	\$ 37.454 \$ 77,904.320	\$ 37.846 \$ 78,719.680	\$ 38.330 \$ 79,726.400	\$ 38.770 \$ 80,641.600