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6/30/98

AGREEMENT

BETWEEN

MUSKEGON COUNTY ROAD COMMISSION

and

SERVICE EMPLOYEES' INTERNATIONAL UNION, AFL-CIO-CLC
LOCAL #586

Effective: July 1, 1995

Terminates: June 30, 1998

Muskegon County Road Commission

WILSON GREEN PUBLISHED
1971/1972 OCTOBER
LONDON AND NEW YORK

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AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 1995, by and between the MUSKEGON COUNTY ROAD COMMISSION (hereinafter referred to as the "Employer"), and LOCAL UNION NO. 586, Service Employees International Union, AFL-CIO-CLC (hereinafter referred to as the "Union").

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, the employees, and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community. To these ends, the Employer and the union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. Recognition

Employees covered:

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All technical employees, including Engineering Aides (surveying, design/construction, inspection, testing, and traffic), Draftsmen, Telephone and Radio Operator/Engineering and Traffic Aides; but excluding Clerical employees, elected or appointed officials, stockroom employees, seasonal employees, supervisors, weighmaster, employees covered by other collective bargaining

agreements and all other employees.

ARTICLE 2. Gender

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 3. Captions

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 4. Union Security

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

(b) The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation as to Union dues and pay an initiation fee as a member, or a corresponding agency fee as an employee who elects not to be a Union member.

(c) In accordance with the policy set forth under Paragraph (a) and (b) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. For present regular employees, such payments shall commence thirty one (31) days following the effective date or on the date of execution of this Agreement, whichever is the latter, and for new employees the

payment shall start thirty one (31) days following the date of employment.

(d) 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 5. Deduction of Dues

Section 1. The Employer agrees, during the term of this Agreement, to deduct from the pay of each employee, all dues and initiation fees of Local #586 and pay such amount deducted to said Local #586, for each and every employee represented by said Union; provided, however, that the Union first presents to the Employer written authorizations, signed by each such employee, allowing such deductions and payments to the Local Union. Amount of dues and initiation fees will be certified to the Employer by the Secretary-Treasurer of the Union.

Section 2. Save Harmless. In the event the Employer discharges or attempts to discharge an employee (at the Union's request), the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with this provision of this Agreement.

ARTICLE 6. Management's Rights

Section 1. Service Employees' International Union, Local #586, and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States, which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate, or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated to the Managing Director by the Employer, are hereby recognized.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary function of management; provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

Section 3. Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish skill level; to determine workloads; to establish and change work schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provisions of this Agreement.

Section 4. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 7. No Strikes and No Lock Outs

(a) The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

(b) It is further agreed that there will be no strike, slow-down, walkout or any cessation of work. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of stoppage of work mentioned above, the Union shall not be liable for damage resulting from such unauthorized acts of its members. It is specifically understood and agreed that the Employer, during the first twenty four (24) hours of such work stoppage, shall have the sole and complete right of reasonable discipline, short of discharge. Union members so disciplined shall not be entitled to, or have any recourse to any other provisions of this Agreement.

(c) After the first twenty four (24) hour period of such stoppage, however, the Employer shall have the right immediately to discharge any Union member participating in any unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 8. Aid to Other Unions

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 conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees, or any individual employee. Any such agreement shall be null and void.

ARTICLE 9. Employment Application

All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification.

ARTICLE 10. Change in Personal Status

(a) Employees shall notify the office of the Managing Director in writing of any change in name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon and verify information given to it by the employee for its records for all purposes involving his employment and this Agreement.

(b) Employees shall notify the Employer in writing immediately of any change of driver's license status.

ARTICLE 11. Representation

Section 1. Steward: The employees may select one (1) steward, who has at least one (1) year of seniority for the purposes of representation of employees in processing grievances as set forth in the grievance procedure.

Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action.

The authority of the Union Steward shall be limited to acts or functions which said stewards are expressly authorized to perform in this Agreement.

Section 2. Pay Allowance for Stewards:

(a) When it is necessary for the Union Steward to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, such steward shall notify and receive permission from his supervisor. The Steward shall

return to his job as promptly as possible upon returning, shall immediately report to the supervisor.

(b) The Employer will grant the steward or alternate steward necessary and reasonable time away from assigned duties with pay to handle grievances during the representative's normal work day. The Employer shall not be required to pay for time lost for the stewards or alternate steward handling Union affairs outside of the Grievance Procedure.

Section 3. Notice of Appointment: The name of the Steward and officers shall be sent in writing to the office of the Managing Director by the Union promptly after their selection; likewise as to any changes therein. The Employer will not be required to meet or discuss any grievances with any other employees than those designated as Steward or Officers by the Union.

Section 4. Alternate Steward: In the absence of the regular steward, when the Steward is not at work, the President of the bargaining unit will act as the Steward, and if the Steward and President of the bargaining unit are absent from work, then the Vice President of the bargaining unit will act as the Steward.

Section 5. Access to Operation: An authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward of the Local Union, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 6. Access to Records: The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Commission pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 7. Union Bulletin Board: The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the use of the Union. Only official Union notices are to be posted and must have the signatures of the Union President or the Steward.

Section 8. The Employer shall not be required to pay for any time spent in negotiations by bargaining unit employees and/or stewards.

ARTICLE 12. Grievance and Arbitration Procedure

Section 1. Definition of Grievance: A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

Section 2. Grievance Procedure: All grievances shall be handled in the following manner:

(a) Verbal Procedure: An employee or group of employees with a complaint shall discuss the matter with their immediate supervisor within five (5) workdays from the event which caused the grievance, or the grievant's first knowledge thereof. If requested by the employee, the employee may be represented by his steward. Every effort shall be made to satisfactorily settle the complaint in this manner.

(b) Written Procedure:

STEP 1: If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance, signed by the employee, within two (2) working days of the Employer's answer in the Verbal Procedure. The grievance shall be submitted to the immediate supervisor involved and the immediate supervisor and the steward shall discuss the grievance in an effort to settle same. If the grievance is not satisfactorily resolved within three (3) working days of the meeting with the Steward, the immediate supervisor shall place his disposition thereon and return it to the steward.

STEP 2: If the grievance is not settled satisfactorily in Step 1 of the written procedure, the Union may submit the grievance to the Managing Director or his designee within five (5) working days after receipt of the immediate supervisor's written disposition in Step 1. Management representatives, the Steward, and the Business Agent of the Union shall meet to discuss the grievance in an effort to settle the same. Either party may have

additional non-employee representatives present if desired. The parties shall have ten (10) working days within which to schedule a meeting to discuss the grievance. The Employer agrees to mail a copy of its answer in Step 2 to the Business Agent of the Union and to furnish a copy to the Steward. If the grievance is not satisfactorily resolved, it may be submitted to mediation by the Union giving written notice to the Employer within ten (10) working days following the Employer's answer in Step 2.

STEP 3: Mediation: Upon receipt of written notice of intent to mediate a grievance filed with the Employer by the Union, the Union and/or Employer shall notify the Michigan Employment Relations Commission that an impasse has been reached requesting the appointment of a mediator to meet with the Union and the Employer. The Union may have in attendance at the mediation session its Steward, the employee, the Business Agent, or any other non-employee representative. If the grievance is not resolved, the Union may submit the grievance to arbitration in accordance with the procedures established in this Agreement.

Either party shall have the right to use outside counsel at any time.

STEP 4: Arbitration: The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate within ten (10) working days following disposition in Step 3 of the Grievance Procedure. The Union shall decide whether or not a case shall be submitted to arbitration.

The arbitrator shall be chosen by mutual agreement or from a panel of seven (7) Michigan arbitrators obtained from the Federal Mediation and Conciliation Service in accordance with its procedures. When a list of potential arbitrators is received, the parties will alternately strike, the right of first strike being exercised by the Union, until only one arbitrator remains; who will then act as the neutral. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union.

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator

shall, at all times, be governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all powers, duties, rights and authority, expressed or implied, imposed upon or granted to the Employer by law or statute are inviolate; that this Agreement shall, at all times, be interpreted and construed so as to effectively protect and effectuate such powers, duties, rights and authority and the welfare, safety and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted. If the arbitrator reverses, in whole or in part, any suspension or discharge, the award shall provide only for base compensation lost during the employee's absence minus any unemployment compensation benefits received and/or earning from any other source during such absence. The arbitrator's decision rendered in accordance with this Agreement shall be final and binding upon the Union, the Employer and the employees.

An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select other employees to attend the hearing. Any employee called as a witness, whether by the Employer or the Union, shall be excused from the hearing after their testimony is completed.

Section 3. Time Limitation: The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding mediation and arbitration. The time limits established in the Grievance Procedure may be extended by mutual agreement.

Section 4. Time Computation: Saturdays, Sundays and holidays shall not be counted under the time procedure established in this Grievance Procedure.

ARTICLE 13. Probationary Employees

Section 1. All full-time employees shall serve a twelve (12) month probationary period uninterrupted by any type of service break from date of hire, unless excused by the Employer.

Section 2. Probationary employee's services with the Employer may be terminated at any time by the Employer in its sole discretion or the employee may be disciplined and neither the employee so terminated or disciplined nor the Union shall have recourse to the grievance procedure over such termination or discipline. The Union shall not represent probationary employees in disciplinary matters.

Section 3. During the first six (6) months of the probationary period, an employee shall not be eligible for employee benefits unless expressly provided for in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a full-time employee and his seniority shall start with his most recent date of hire.

ARTICLE 14. Seniority

Seniority is defined as the length of continuous uninterrupted employment from the last date of hire. There is no seniority for probationary employees.

ARTICLE 15. Loss of Seniority

Seniority rights and all other rights under this Agreement shall be lost and employment shall terminate if any of the following occurs:

- (1) When an employee quits
- (2) When an employee with seniority is discharged for cause and is not reinstated, or
- (3) When an employee retires
- (4) When the employee fails to file notice of his intent to return to work within three (3) working days and/or fails to report for work within five (5) calendar days after issuance by the Employer's notice of recall by certified

mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or

- (5) The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or
- (6) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, or
- (7) The employee gives a false reason in requesting a leave of absence, and/or engages in unauthorized employment during such leave of absence, or
- (8) The employee is laid off for a period equal to his seniority or twenty four (24) calendar months, whichever is lesser, or
- (9) He takes property or supplies without written authorization, or
- (10) The employee is absent from work for a reason other than layoff for twelve (12) consecutive months if the absence is due to a non-work related cause or twenty four (24) months if the absence is due to a work related illness or injury.
- (11) He is discharged in violation of any work rules in Appendix "A".

ARTICLE 16. Layoff and Recall

If, and when, a reduction in personnel in the bargaining unit becomes necessary, the following method shall be used:

1. Probationary employees within the bargaining unit shall be laid off first, provided the remaining employees are qualified to perform the work available without a training period.
2. The Employer will ask for voluntary layoff within the bargaining unit, provided the remaining employees have the qualifications and can perform the work without additional training. Any member of the Bargaining Unit laid off as a result of a voluntary action on the part of the employee may, at anytime during said layoff, "Bump" another member of less seniority providing the employee has the qualifications and can perform the work without

additional training, and in accordance with applicable provisions of the layoff and recall procedure providing it is done within twenty four (24) months of the beginning of said layoff.

3. Low seniority within the bargaining unit, provided the remaining employees are qualified to perform the work available without additional training.
4. Prior to a layoff or reduction in force, the Employer agrees to provide, at no cost to the employee, a physical examination to be performed by the Employer's physician.

The Employer shall determine ability and qualifications to perform the work available.

When there is a need to recall employees from a layoff, recall shall be in the reverse order of layoffs.

ARTICLE 17. Job Postings and Promotions

If the Employer desires to fill a vacancy or add a position in the bargaining unit, it will post such vacancy or position on the bulletin board for a period of five (5) work days, listing the necessary qualifications for the vacancy or position. Any employee desiring to bid on a posted job shall make application in accordance with the notice posted and sign the posting within said five (5) working days. Employees who are absent during the posting period shall have no claim to the job unless a written application has been made by the end of the posting period.

Regular employees meeting the qualifications shall be considered for the vacancy or position before non-employees. Seniority shall not be the sole factor in making the decision to fill the position. When an employee is promoted to a higher classification, he/she shall be paid one of the prevailing rates for the classification to which the employee has been promoted.

The Employer reserves the right to hire from outside if, in the opinion of the Employer, no employee can adequately fill the vacancy.

ARTICLE 18. Union Responsibilities

The Union agrees that its members will perform efficient services, and use its best efforts to protect property and the interests of the Employer and will cooperate with the Employer in performance of its duties.

ARTICLE 19. Outside Employment

Employees may be employed outside of the Muskegon County Road Commission with Board approval as long as the outside employment does not and shall not interfere or be in conflict with their work performance while employed at the Muskegon County Road Commission.

ARTICLE 20. Military Leave

The Employer agrees to abide by the provisions of the Federal Universal Military Training and Service Act of 1948, as amended, with respect to reemployment rights of any employees who are covered by the provisions of the Act and to grant leaves of absence in accordance therewith.

ARTICLE 21. Union Business

At the discretion of the Employer, reasonable time off, without discrimination or loss of seniority rights and without pay, will be granted to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty eight (48) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities; due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE 22. Timecards

(a) If a change, alteration or notation should be made on the timecard, employees shall check with their supervisor or department head. An employee shall be subject to immediate discharge if he clocks in or clocks out another employee's timecard.

(b) Any employee leaving the work area during their normal working hours must clock out at leaving the clock in on return. The supervisor must be notified when the employee leaves the work area for any reason.

(c) Anyone failing to punch the time card in or out shall have a minimum of fifteen (15) minutes deducted from their total daily hours unless authorized and signed by the supervisor.

(d) Anyone reporting late for work shall be paid the actual hours worked to the nearest quarter (1/4) hour. However, a minimum of fifteen (15) minutes shall be deducted from their total daily hours and Appendix "A" shall apply.

(e) The above paragraphs (a), (b), (c) and (d) shall apply equally to what is normally known as "daily time tickets".

ARTICLE 23. Work Rules

(a) The Employer reserves the right to publish and enforce from time to time new work rules, policies and regulations. The Union shall have the right to grieve, at Step 2, the reasonableness of any new work rule established by the Employer.

(b) The Union agrees that the presently established rules, regulations and policies, shall remain in effect and agrees to abide by such rules, regulations and policies.

ARTICLE 24. Subcontracting

The Employer shall have the right to subcontract work out under any of the following circumstances:

- (a) When the work cannot be performed by bargaining unit personnel, which includes employees on layoff;
- (b) or, when the work exceeds the normal production capability of the qualified bargaining unit personnel, which includes reasonable amounts of overtime work.

Provided, however, that any such subcontracting does not result in a layoff of bargaining unit personnel.

ARTICLE 25. Hours of Work

The normal work week shall consist of a five (5) day, forty (40) hour week, with starting time at 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m.

The right to temporary relief shall not be denied. Those employees engaged in inspection/supervision or work requiring close coordination with contractors shall schedule their lunch and break periods to coincide with the contractor's schedule.

The Union recognizes that the Employer may, in the interest of efficiency, change the normal starting/quitting time and schedule of days. Such change in schedule will not be for the sole purpose of precluding the payment of overtime.

The normal workweek for Telephone and Radio Operator/Engineering and Traffic Aide employees while in the maintenance phase of the position shall consist of thirty five (35) to forty five (45) hours per week. The engineering and/or traffic phase of the position shall have a workweek consisting of a five (5) day, forty (40) hour week. This section shall not be construed as and is not a guarantee of any number of hours of work per day or pay per week, or pay per day or per week.

Shifts starting and quitting times will be at the discretion of the Employer. The Employer will endeavor to maintain a three (3) week duty list assigning personnel to shifts while the employee is under the maintenance phase of the position. The Employer reserves, however, the right to modify any assigned shift and reassign personnel as needed.

Shift hours will normally be between six (6) to twelve (12) hours per day.

Telephone and Radio Operator/Engineering and Traffic Aide employees, while the employee is under the maintenance phase of the position, shall provide the Employer with at least two (2) hours advance notice if unable to report for work, unless their failure to provide such notice is, in the discretion of the Employer, excused. Employees, while under the engineering or traffic phase, will be governed by the other provisions of this agreement with respect to the call-in requirement.

It is understood and agreed that when it is necessary in the maintenance phase to have work performed on an overtime basis that employees shall be required to accept the overtime assignment.

ARTICLE 26. Premium Pay

Section 1. Premium pay shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate and shall be paid for all hours worked in excess of forty (40) hours in a work week and/or the employee's assigned work shift. For Telephone and Radio Operator/Engineering and Traffic Aide employees premium pay shall be computed on the basis of one and one-half (1 1/2) times the regular hourly rate and shall be paid for all hours worked in excess of forty (40) hours in a workweek.

Section 2. Overtime work will be permitted only when authorized by a Department Head.

ARTICLE 27. Credit Union

The Employer will continue to allow employees to make payments and deposits to the Muskegon Governmental Employees Federal Credit Union in accordance with the Credit Union's procedures.

ARTICLE 28. Funeral Leave

Each employee shall be granted twenty four (24) hours funeral leave with pay provided the employee is scheduled to work, to attend the funeral of a member of the employee and his current spouse's immediate family. The immediate family is child, step-child, mother, stepmother, father, stepfather, sister, stepsister, brother, stepbrother, grandchildren and grand parents.

An employee excused from work under this Section shall, after making written application, receive the amount of wages exclusive of shift or any other premiums that he would have earned by working during straight-time hours on such scheduled days of work for which he was excused.

Employees will not be compensated if they are on vacation, sick leave, holiday, leave of absence or not scheduled to work.

The Employer may require proof of death and relationship.

ARTICLE 29. Court Leave and Jury Duty

Section 1. Any employee who is subpoenaed as the result of an on-the-job accident or is involved in an accident while on duty and must thereafter attend court, the employee shall suffer no loss of pay, but will be paid the difference between court duty pay and his regular pay. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for court duty and must furnish satisfactory evidence that court duty was performed on the days for which payment is claimed.

Section 2. Any employee who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty. If the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (a) the employee's regular straight time hourly rate, exclusive of shift and any other premiums for the number of hours up to eight (8) that he otherwise would have been scheduled to work and (b) the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of two hundred forty (240) hours of paid leave in a calendar year. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty. When an employee is released from his/her function on jury duty, he/she shall immediately contact his/her supervisor to determine whether or not he/she will be required to return to work. Any Telephone and Radio Operator/Engineering and Traffic Aide employee who is called to and

reports for jury duty shall be paid by the Employer for each day partially or wholly spent performing jury duty. If the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between (a) the employee's regular straight time hourly rate, exclusive of shift and other premiums for the number of hours up to maximum that he otherwise would have been scheduled to work on said day and (b) the daily jury fee paid by the Court (not including travel allowance or reimbursement of expenses). The Employer's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of two hundred forth (240) hours of paid leave in a calendar year. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 30. Worker's Compensation

Section 1 - General Provision. The Employer shall provide Worker's Compensation protection for all employees.

Section 2 - Temporary Work Assignment. From time to time, employees may experience work related illness or injuries which may result in restrictions that temporarily prohibit or limit an employee's performance of their regular job. In such circumstances, it may be determined that the employee should be returned to work, but with light or restricted duty. The Union and Employer agree that once such determination is made the employee will be returned to work under the following conditions:

1. That appropriate medical or other related professionals have determined that the employee may return to work with restrictions.
2. That an employee "return to work" plan is developed for the employees transition back to productive work. The employees return to work plan will be prepared by appropriate medical and/or other professionals, including

but not limited to medical or occupational professionals and/or Worker's Compensation administrators.

Further, that the "return to work" plan will include coordination with the employer's representatives in order to (a) determine that light or restricted duty work tasks exist, which determination shall be the sole decision of the employer, and can be performed by the employee, and (b) that the plan requirements be implemented and the employee be monitored by the appropriate medical or occupational professionals, at the employer's expense, and (c) that the employee's progress be subject to periodic evaluation and recommendations for modifications as may be appropriate. Such modifications to include continuation of restricted duty, modification of the restricted duty or other appropriate action.

The Union and the Employer agree that the employee's return to work will be temporary and that no permanent light duty or restricted duty positions will be created.

The Union and the Employer agree that an employee's return to work in a restricted capacity will not displace any bargaining unit employees.

The Union and the Employer agree that an employee who is assigned light duty or restricted duty, may be assigned work tasks outside of the employee's normal job classification, however, the employee shall be compensated at his/her current contractual rate of pay for such classification during the performance of the temporary work assignment.

The parties further agree that this section is exclusive of the provisions and/or requirements of the ADA.

ARTICLE 31. Retirement

The Employer will continue the C-1 (old) with F-55/25 waiver benefit program retirement allowance in accordance with the Michigan Municipal Employee's Retirement Act and pay the full cost thereof. Effective June 30, 1998, the benefit program will be modified to the B-2 with the F-55/25 waiver which will permit full retirement allowance at age 55 with a required period of credited service of 25 years. The Employer will pay the full cost of this retirement benefit.

ARTICLE 32. Vacations

All vacations must be scheduled in advance with the employee's supervisor. Vacations may be taken at any time that does not conflict with the needs of the Department. In cases of conflict, preference will be given to the employee first making the request, but if requests are submitted on the same day, then to the most senior requesting employee.

Vacation benefits are not cumulative, therefore, vacations must be taken during the twelve (12) month period following the employee's anniversary date. A Department Head, upon written request therefor from an employee, shall have the discretion to grant or deny a request to carry over no more than eighty (80) hours of vacation benefits from one anniversary year to the next.

Paid vacations shall be in accordance with the following schedule, provided the employee is eligible for such vacation:

1 year of service	40 hours vacation
2 years of service	80 hours vacation
7 years of service	120 hours vacation
17 years of service	160 hours vacation
25 years of service	200 hours vacation

or more

An employee shall be entitled to receive full vacation pay if such employee has worked 1,040 hours during his vacation eligibility year. An employee shall be entitled to receive one half (1/2) vacation pay if he has worked 520 hours, but less than 1,040 hours, during his vacation eligibility year. Employees working less than 520 hours during a vacation eligibility year shall not earn nor be entitled to vacation credits.

Unless otherwise provided herein, vacations must be scheduled, in writing, at least five (5) days in advance when requests are made for three (3) or more consecutive days. No vacation shall be taken without the written consent of the immediate supervisor. The employee's immediate supervisor may grant a written or verbal request for vacation leave submitted less than five (5) days prior to the leave provided, however, that the grant or denial of such request shall not be a proper subject for the grievance procedure. No vacation shall be paid without the written consent of the immediate supervisor and in no event may it be taken in less than one-half (1/2) day increments.

Vacation pay shall be at the employee's current regular rate of pay, exclusive of all premiums and differentials.

Paid vacation for Telephone and Radio Operator/Engineering and Traffic Aide positions shall be in accordance with the following schedule, provided the employee is eligible for such vacation:

1 year of service	40 hours vacation
2 years of service	80 hours vacation
7 years of service	120 hours vacation
17 years of service	160 hours vacation
25 years of service	200 hours vacation
or more	

Vacation leave, while in the maintenance phase, shall only be permitted at the discretion of the Maintenance Superintendent or Assistant Maintenance Superintendent.

Vacation leave, as approved by supervision, will be limited to a minimum of half day and/or day increments.

ARTICLE 33. Holidays

The following are recognized Holidays, for which all full-time employees who have been continuously employed for a period of ninety (90) days shall receive an amount equal to eight (8) hours pay at their regular straight time rate, exclusive of premiums and

differentials, provided the employee is otherwise eligible as provided hereinafter.

New Year's Day	Labor Day
Good Friday	Veteran's Day
Decoration Day	Thanksgiving Day
Fourth of July	Day After Thanksgiving
Friday Before Labor Day	Christmas Day
Floating Holiday	

A request for a floating holiday must be made by the individual employee at least five (5) work days in advance of the proposed day off. The employee's immediate supervisor shall have sole discretion, based on operating needs to grant or deny the request.

For an employee to be eligible for holiday pay, he must work his regularly scheduled work day prior to the holiday and his regularly scheduled work day following the holiday, unless his absence prior to or after the holiday has been approved, in writing, by the supervisor.

A holiday that falls within an employee's vacation period will not be considered a chargeable vacation day and the employee will receive holiday pay.

If an employee is on layoff, on unpaid leave of absence, drawing Worker's Compensation payments, or is receiving sickness and accident benefits at the time the holiday occurs, he will not be paid for the holiday.

All full-time employees who work on a recognized holiday shall receive their regular holiday pay plus time and one-half for all hours worked on the holiday. During the maintenance phase, employees in the Telephone and Radio Operator/Engineering and Traffic Aide classification, who work on a recognized holiday, shall receive their regular pay for hours worked on the holiday plus eight (8) hours of holiday pay at their normal straight-time hourly rate.

If a paid holiday falls on Saturday, then the Friday preceding shall be taken as a paid holiday. If the holiday falls on Sunday, then the following Monday shall be taken as the paid holiday. During the maintenance phase, the "Holiday" will be the actual calendar day of the holiday and treated as such for employees in the Telephone and Radio Operator/Engineering and Traffic Aide classification.

Any employee who is scheduled to work the day prior to and the day following a holiday shall be allowed to be tardy by two (2) hours from his regular starting time, provided however, he is making an attempt to get to work, and has called his Supervisor to inform his Supervisor of his problem and his Supervisor is satisfied that his lateness is justifiable.

Employees who are required to work on a holiday or holiday weekend will be qualified to receive holiday pay, provided all other holiday requirements are met.

ARTICLE 34. Insurance

Section 1. Benefit Dollar Allocation: Each employee will, during the life of this contract, be allocated a specific number of benefit dollars annually. The allocation amount is based on each employee's number of dependents eligible for coverage. The benefit dollar allocation for each employee shall be:

	<u>1st year of contract</u>	<u>2nd year of contract</u>	<u>3rd year of contract</u>
Single	\$2,070.00	\$2,170.00	\$2,320.00
Two Person	\$4,111.00	\$4,211.00	\$4,361.00
Family	\$4,520.00	\$4,620.00	\$4,770.00

The benefit dollar allocation will be utilized to purchase health insurance, dental insurance, life insurance and sick and accident insurance, as more fully described herein. Employees may add the benefit allocation dollars to flexible spending account dollars to purchase coverage.

All employees must participate in the core dental insurance, life insurance, and sick and accident insurance plans made available by the Employer. Employees can make elections for health insurance coverage, subject to the other provisions of this Agreement.

Should an employee have a "life event" as defined by the health insurance carrier, enrollment and the number of dependents can be changed at a time other than the open enrollment period provided the employee provides written notification to the office of the Managing Director within five (5) days of the event.

In the event that the sum of monthly premiums for a health plan, life insurance, sickness and accident insurance, and dental insurance exceeds that of the benefit dollar allocation, the employee will sign an authorization authorizing payroll deduction to make up the difference between the amount contributed by the Employer as the benefit allocation and the premium costs for

coverage. Employees may use all or any portion of their flexible spending accounts as defined hereafter to make up the difference. Should the amount of benefit dollars exceed the sum of costs for benefits, the excess amount will, in accordance with law, be available to the employee through his or her flexible spending account to be used for other purposes permitted by law.

Section 2. Flexible Spending Accounts: The Employer will make available flexible spending accounts for each employee on the active payroll. The Employer will contribute to the account according to the number of the employee's dependents eligible for coverage. The following amounts will be contributed by the Employer to the flexible spending accounts:

Single	\$210.00
Two Person	\$365.00
Family	\$724.00

Eligible employees will be able to contribute additional dollars to the flexible spending account through payroll deduction in amounts consistent with Federal and State law.

Any dollars remaining in flexible spending accounts at the end of each contract year will revert back to the Employer as stipulated by law.

Section 3. Health Insurance: The Employer will designate a base health insurance plan (currently Blue Cross/Blue Shield) to determine health care costs for each employee, spouse and dependent(s). The Employer reserves the right to select and/or change the designated baseplan carrier. Coverage is available for any individual employee who elects coverage and who has an amount sufficient to pay for such coverage available from the benefit dollar allocation for that employee or who chooses to supplement such allocation through payroll deduction. Should an employee who is eligible for an annual allocation elect alternate group coverage benefits through a family member not employed by the Employer herein, the Employer will provide the employee with a maximum annual payment of one thousand dollars (\$1,000.00). Payment will

be made monthly on a prorata basis and is subject to standard deductions and withholding. Proof of alternate coverage is required and must be presented before the Employer's due date for submission of payments to the health insurance plan.

The health insurance plan will include such utilization control programs as determined by the Employer to promote the most cost-effective means by which health care services are provided to its employees. Utilization control programs include, but are not limited to, the following for all in-patient and out-patient hospital services:

- (a) Pre-certification
- (b) Second Opinion
- (c) Concurrent Review
- (d) Case Management
- (e) Coordination of Benefits

Utilization control programs will be used for in-patient and out-patient mental health and substance abuse treatment.

In addition to the foregoing, the Employer reserves the right to implement an alternate pharmacy benefit as a cost containment measure.

The Employer will pay the full premium cost of the base health plan for any retiree not yet eligible for medicare (those under age 65). For retirees covered under Medicare (Parts A and B) the Employer will pay the full premium cost of a Medicare complementary insurance policy. Retiree coverage will not cover any spouse and/or dependents.

When employment and seniority are interrupted by discharge, quit, or strike, or when an employee is on an unpaid leave of absence, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later. The Employer will contribute one-half (1/2) of the cost of the premium for the employee's hospitalization insurance under the Employer's plan for an employee on layoff subject to Article 15 - (8) for a period not to exceed six (6) months. Employees may carry insurance at their own expense

and at their option.

Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally sponsored insurance programs.

It is specifically understood and agreed that benefits of the health insurance cease upon death of the employee whether or not the period of the policy is exhausted and, in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

Any employee electing to transfer from the Employer's health insurance plan to health care coverage under an alternate plan must notify the Employer of this intent during the open enrollment period.

Section 4. Life Insurance: The Employer will provide each employee with ten thousand dollars (\$10,000.00) of life insurance coverage.

When employment and seniority are interrupted by layoff, discharge, quit, strike, or when an employee is on an unpaid leave of absence, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 5. Sick and Accident Insurance: The Employer will provide for each eligible employee throughout the duration of this Agreement and at no cost to the employee, sick and accident insurance coverage which will provide two hundred dollars (\$200.00) per week benefit for a maximum of twenty six (26) weeks.

When employment and seniority are interrupted by layoff, discharge, quit, strike, or when an employee is on an unpaid leave of absence, all insurance coverage continues only for the balance

of the month in which such termination occurs or until the next premium is due, whichever is later.

Section 6. Dental Insurance: The Employer will provide dental insurance coverage for each employee, spouse and dependent(s). The Employer reserves the right to select and/or change the carrier for its plan. The plan will pay fifty percent (50%) of Class I and fifty percent (50%) of Class II benefits with a maximum benefit of one thousand dollars (\$1,000.00) per person per contract year as defined by the plan.

<u>Class I Benefits</u>	<u>Plan Pays</u>	<u>Patient Pays</u>
Diagnostic	50%	50%
Preventive	50%	50%
Emergency Palliative	50%	50%
Radiographs	50%	50%
Oral Surgery	50%	50%
Restorative	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

Class II Benefits

Prosthetic Appliances	50%	50%
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Section 7. Joint Labor/Management Benefits Committee: A committee will be created with members designated by both labor unions and management for the purpose of discussion of benefits-related issues and to assess the benefit program's performance. The committee will consist of one (1) member from each bargaining unit, one (1) member from the non-bargaining unit, one (1) member from supervision, and one (1) member for management for a total of five (5) members.

ARTICLE 35. Annual Longevity Bonus

The following Longevity Plan will be paid to all qualified employees who are actively on the payroll as of December 1 of any year and to qualified employees who may not be actively on the

payroll as of December 1 but who have not terminated their employment with the Employer.

<u>Years of Full-Time Continuous Service as of December 1 Each Year</u>	<u>Applied Percentage to Prior Calendar Year's Earnings</u>
5 through 9 years	1 1/4
10 through 14 years	2 1/2
15 through 19 years	3 3/4
20 and over	5

ARTICLE 36. Safety Regulations

It shall be the responsibility of each employee to report to his supervisor any malfunction of equipment or any unsafe working conditions which he may observe.

Employees are expected to know, understand and comply with all safety plans and safety regulations.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his immediate supervisor. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents prior to the start of his next shift. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by supervisory personnel.

When the occasion arises where an employee gives written report, on forms in use by the Employer, of a vehicle being in unsafe working operating condition, and receives no consideration

from supervisory personnel, he shall take the matter up with the Managing Director.

ARTICLE 37. Sick Leave

Section 1. Eligibility: After an employee has been employed for a period of six (6) continuous months of service, eight (8) hours per calendar month sick leave, with pay shall be allowed to such employee, accumulating to a maximum total of one thousand two hundred (1,200) hours. An employee must work at least eighty (80) hours in a calendar month or draw vacation pay for eighty (80) hours in a calendar month to be entitled to the eight (8) hours per month credit for sick leave.

In any calendar year, an eligible employee will be paid from the first day of absence due to sickness or injury for the first four (4) occurrences for which sick leave is utilized provided the employee has accumulated sick leave benefits. Commencing with the fifth (5th) occurrence an eligible employee shall not receive sick leave pay for the first three days of absence due to illness or injury unless the employee is hospitalized, in which event, the employee will be paid sick leave benefits from the date he is hospitalized.

An "occurrence" is a single absence day or multiple days of absence taken at one time.

Excluded as an "occurrence" are medically directed out-patient care and follow-up examinations and/or therapy and three (3) one-half (1/2) day absences for attendance at a doctor or dentist appointment which cannot otherwise be arranged during off-duty hours.

The Employer may require proof of medical care when not chargeable as an "occurrence" as noted above.

This section does not apply if an employee's absence is compensable under Worker's Disability Compensation.

No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence, or paid sick leave, nor will sick leave credits accumulate during layoff. When a laid off employee

returns to work, his previous unused sick leave shall be placed to his credit.

For employees hired the first through the 15th of the month, their sick leave base date will be the first of the month, and if hired the 16th through the last of the month, the base date will be first of the next month.

Sick leave may not be used for vacations but shall be available for use by employees in the bargaining unit for the following purposes:

- (a) Personal illness;
- (b) Personal leave in accordance with Article 39;
- (c) Funeral leave in accordance with Article 28.
- (d) Family and medical leave under the FMLA.

No employee may draw more than eighty (80) hours of paid sick leave during a two (2) week pay period.

Any employee who has accumulated a minimum of six hundred (600) hours in his sick leave bank as of January 1 of each year shall be credited within an additional sixteen (16) hours sick leave until the maximum accumulation of twelve hundred (1,200) hours is reached.

Section 2. Notification and Verification: All full-time employees asking for credit for sick leave must notify the Supervisor by phone or messenger at least one (1) hour before the start of the day for which credit is asked. Failure to notify the Supervisor will result in lost time.

Each supervisor shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give daily notification to their supervisor of the necessity for taking sick leave. Notification must be given at least one (1) hour before the start of each work day of inability to work because of sickness. The Supervisor shall refuse to allow paid sick leave where, in his judgment, there is insufficient evidence to support the employee's claim or where the employee has not given timely notice, as above. A Doctor's report may be requested and must be submitted by the employee if the Supervisor believes such leaves

are being abused, otherwise, no paid sick leave will be granted.

When absent on paid sick leave, the employee may be required to submit a medical certificate or other proof of adequate reason for absence on such leave; otherwise sick leave pay may be denied. The Employer shall have the right to have the employee examined by its expert(s).

An employee, if requested, will be required to submit to a medical or psychological examination following an illness or injury to determine if he/she is able to return to work without limitations or restrictions.

Section 3. Worker's Compensation: Injured employees drawing Worker's Compensation Insurance benefits are to be granted five (5) days sick leave during the first week of disability and are to be granted two (2) days sick leave for each calendar week of disability after the sixth (6th) day of disability until such time as accrued sick leave benefits accumulated to his credit have been exhausted.

ARTICLE 38. Severance Pay

When an employee retires and meets the minimum requirements for retirement under the Municipal Employees Retirement System or should a non-probationary employee die while actively employed by the Employer or voluntarily terminates employment, said employee or the employee's estate shall be paid an amount equal to fifty percent (50%) of his or her accumulated sick leave credits. Employees who are discharged by the Employer shall not be paid for any accumulated sick leave upon separation.

ARTICLE 39. Personal Leave Days

Full-time employees shall be eligible for twenty four (24) hours personal leave per calendar year, provided they meet the following conditions:

- (a) Requests shall be in writing, submitted three (3) days prior to taking the day and approved by the Immediate Supervisor. The employee's Immediate Supervisor may waive the three (3) day notice requirement in cases of

emergency. The grant or denial of a personal leave day requested other than with the three (3) day prior notice shall not be the proper subject for a grievance.

- (b) Personal leave days shall not be cumulative, and if not used within the calendar year, they shall be forfeited.
- (c) Personal days shall not be granted the day before or the day following holidays, weekends, or vacations unless approved by Supervision. Denial of such request shall not be subject to the Grievance Procedure.
- (d) The twenty four (24) hours of personal leave will be deducted from the employee's accumulated sick bank, provided the employee has accumulated sick time to use, otherwise, the twenty four (24) hours of personal leave will be without pay.

ARTICLE 40. Discharge and Discipline

Section 1. A seniority employee who is discharged for just cause or given disciplinary time off from work shall be allowed to counsel with his/her Steward. Any employee who is given a discharge or disciplinary time off shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken.

Section 2. Acknowledgment of Discipline: The employee will be required to acknowledge receipt of written discipline except that the employee may request the presence of a steward prior to signing. Warnings and/or reprimands shall clearly indicate that the employee's signature does not mean that he agrees to the charges or penalties.

Section 3. Work rules, including disciplinary tables, are adopted, in form as set forth in Appendix "A" attached hereto and by this reference incorporated herein.

ARTICLE 41. Savings Clause

Section 1. In the event that any provision of this Agreement shall, at any time, be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all

other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose or arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE 42. General Provisions

(a) Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

(b) Employees shall have the responsibility of turning in all equipment and property at termination of employment. Failure to turn in equipment and property will result in loss of termination benefits.

(c) All employees shall be required to have a valid driver's license and any endorsements required by state or federal law.

(d) The Employer will continue to use bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

(e) The Employer, at its expense, may for cause and/or as part of a recognized wellness program require the employee to submit to a physical/mental examination in order to verify the employee's ability to work without limitations or restrictions.

ARTICLE 43. Emergency Response

Pursuant to Act No. 390 of the Public Acts of 1976, as amended and otherwise known as the "Emergency Preparedness Act", the Employer and the Union acknowledge that the employer represents a public sector emergency response organization that serves the citizens and motoring public of Muskegon County. The parties further acknowledge that the Employer is a signatory to the "Muskegon County Emergency Preparedness Plan" which was promulgated under the provisions and requirements of the Act in order to provide for the protection and recovery of the County and it's citizens from natural and/or man-made disasters.

The Employer and the Union agree that when a state of emergency or disaster is declared by appropriate County/State officials and the disaster emergency plan is activated, that the Employer shall have the full authority to act in compliance with the stipulations and requirements of the Emergency Preparedness Act as may be in the best interests of the Road Commission and as the lead agency of the Public Works Annex of the Muskegon County Emergency Preparedness Response Plan.

ARTICLE 44. Family Medical Leave Act

Section 1. General Provisions. The Employer shall offer Family Medical Leave for all employees of the Bargaining Unit, subject to the requirements of the Act and as set forth below.

Section 2. Family and Medical Leave. To be eligible for a family medical leave, an employee must have worked for the Employer for at least twelve (12) months and at least 1,250 hours during the 12-month period immediately preceding the date the leave commences. A "rolling" 12-month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave will be used for calculating leave requests.

Eligible employees may take up to twelve (12) work weeks of leave during any 12-month period for the:

- Birth/care of their child.
- Placement of a child for adoption or foster care.
- Care for their spouse, child or parent who is suffering from a serious health condition.
- Employee's own serious health condition which causes the employee to be unable to perform his or her work duties.

Such leave will be without loss of seniority or hospital/medical benefits, and with the assurance that the employee will be returned to his or her position, or equivalent position, at the end of the approved leave of absence (not to exceed 12 work weeks).

If an FMLA leave is granted for a period of more than twelve weeks, it shall require the approval of the Employer. The employee

will continue premium contributions that were in effect prior to the leave and will be subject to pay their portions of any premium increases that occur during the leave duration. An employee has no greater right to job restoration or to other benefits than if the employee had been continuously employed during the leave period.

During the leave, employees shall use accrued sick leave, personal leave, and/or vacation leave, as appropriate. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid. The paid leave used is counted as part of the twelve (12) week period.

A family or medical leave of up to twelve (12) work weeks for the birth/care of a child, or placement of a child for adoption or foster care, shall expire at the end of the twelve (12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of the twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month (of the twelve (12) month period from the date of birth or placement) is entitled to only four (4) weeks of FMLA leave.

An eligible employee who foresees the need for a leave under the FMLA will notify the Employer in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

When the leave is necessitated by the employee's own serious health condition, or that of his or her spouse, child or parent, the employee must provide the Employer with medical certification verifying the need for such leave. The Employer may require the employee to obtain a second medical opinion, at the Employer's expense. The second health care provider may not be employed on a regular basis by the Employer. If the opinion of the first and second health care provider differ, the Employer may require a third opinion, again at the Employer's expense, from a health care

provider mutually agreed upon by the Employer and the employee. The third opinion shall be final and binding. The Employer may require periodic medical recertification from the employee during the leave period. furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.

The FMLA leave can be taken intermittently or on a reduced work schedule when there is a medical necessity and with the approval of the Employer.

Employees on an approved leave under the Act will report to the Employer, at reasonable intervals designated by the Employer, regarding his or her status and intent to return to work upon conclusion of the leave.

Although an employee on an approved leave of absence pursuant to this section will continue to be covered under the Employer's then current applicable group hospital/medical plan, an employee who fails to return to work at the end of the twelve (12) week period will be required to repay the Employer for the cost of the Employer-paid benefits during any portion of the FMLA leave that is unpaid unless said failure to return is the result of the continuation, recurrent, or onset of a serious health condition or other circumstances beyond the control of the employee.

To the extent that any provisions of this article conflicts with the FMLA, the language of the Act will prevail.

ARTICLE 45. Termination and Modification

This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 1998.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year

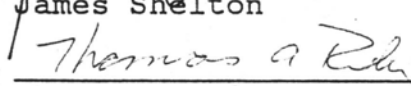
to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.


(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date given written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

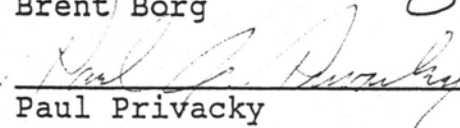
(c) Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 1095 Third Street, Room 107, Midtown Building, Muskegon, Michigan 49441 and if to the Employer addressed to 7700 East Apple Avenue, Muskegon, Michigan 49442 or to any such address as the Union or the Employer may make available to each other.

SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, Local #586

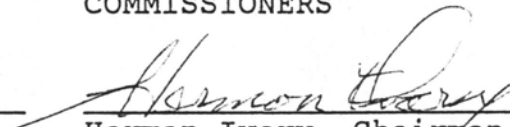

James Shelton

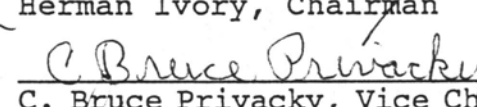

Thomas A. Riley

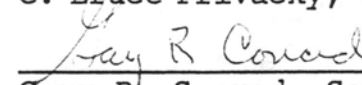

Brent Borg


Paul Privacky

BOARD OF COUNTY ROAD
COMMISSIONERS


Herman Ivory, Chairman


C. Bruce Privacky, Vice Chairman


Gary R. Conrad, Commissioner

APPENDIX "A"

WORK RULES

MUSKEGON COUNTY ROAD COMMISSION RULES AND REGULATIONS

The following Working Rules are adopted so that all employees will know what is expected of them. Serious offenses call for more severe penalties than minor infractions, so these Rules set up different penalties.

These rules do not supersede any provision of the Union contract and any employee who believes that a penalty has been improperly or unfairly imposed may file a grievance under the Grievance Procedure in this contract. However, the Union believes that these are reasonable rules.

The following are considered as Major Offenses, the offense listed first with penalty following:

MAJOR OFFENSES

1. Major chargeable accident after full investigation, i.e., one in which there is bodily injury caused by negligence of the employee.

Discharge and loss of benefits.

2. Theft or dishonesty of any kind.

Discharge and loss of benefits.

3. Unauthorized carrying of passengers.

Discharge and loss of benefits.

4. Falsification of Personnel Records.

Discharge and loss of benefits.

5. Immoral conduct or indecency.

Discharge and loss of benefits.

6. Drinking intoxicating beverages, being under the influence of controlled substances and/or alcohol or possessing intoxicants, while on duty or on Commission property.

Discharge and loss of benefits.

7. Absent three (3) consecutive days without notifying the Commission of the reason.

Voluntary quit.

8. Possession of weapons without permission on Commission time or its premises at any time.

Discharge and loss of benefits.

9. The use and/or sale of controlled substances without permission or license.

Discharge and loss of benefits.

10. Conviction of a felony.

Discharge and loss of benefits.

11. Disobeying of orders or failure or refusal to do work assigned, insubordination.

Discharge and loss of benefits.

12. Fighting during working hours.

Discharge and loss of benefits.

13. Doing any kind of work while on sick leave.

Discharge and loss of benefits.

14. Solicitation or acceptance of a fee, gift or other thing of value from any person in connection with his work.

Discharge and loss of benefits.

15. Conviction of reckless driving.

Discharge and loss of benefits.

16. Horseplay, scuffling or malicious conduct that results in injury to person or damage to property/equipment.

Discharge and loss of benefits.

The following are considered as Minor Offenses, except where they are repeated, the offense listed first with penalty following:

MINOR OFFENSES

A. ACCIDENTS

1. Minor chargeable accident (property damage only).

First offense -	Written Reprimand
Second offense -	Written Reprimand and three (3) work days off without pay
Third offense -	Written Reprimand and five (5) work days off without pay
Fourth offense -	Discharge and loss of benefits.

2. Failure to report all accidents promptly and personal injury or major accidents immediately.

First offense -	Written Reprimand
Second offense -	Written Reprimand and three (3) work days off without pay
Third offense -	Discharge and loss of benefits.

B. EQUIPMENT

1. Careless or reckless operation of Employer's vehicles.

First offense -	Written Reprimand
Second offense -	Written Reprimand and three (3) work days off without pay
Third offense -	Discharge and loss of benefits.

2. Failure to report mechanically defective condition of vehicles.

First offense -	Written Reprimand
Second offense -	Written Reprimand and three (3) work days off without pay
Third offense -	Discharge and loss of benefits.

3. Unauthorized use of motor vehicles.

First offense -	Written Reprimand with five (5) work days off without pay
Second offense -	Written Reprimand with ten (10) work days off without pay
Third offense -	Discharge and loss of benefits.

4. Failure to report breakdowns promptly.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) work days off without pay
- Third offense - Discharge and loss of benefits.

C. CONDUCT

1. Sleeping on duty, loitering or wasting time by any method during working hours.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) work days off without pay
- Third offense - Discharge and loss of benefits.

2. Gambling and/or card playing on Employer's time or premises.

- First offense - Written Reprimand
- Second offense - Written Reprimand and three (3) work days off without pay
- Third offense - Discharge and loss of benefits.

3. Failure to wear safety equipment.

- First offense - Written Reprimand
- Second offense - Written Reprimand and five (5) work days off without pay
- Third offense - Written Reprimand and ten (10) work days off without pay
- Fourth offense - Discharge and loss of benefits.

4. Disregard of safety practices or engaging in unsafe conduct.

- First offense - Written Reprimand and five (5) work days off without pay
- Second offense - Written Reprimand and ten (10) work days off without pay
- Third offense - Discharge and loss of benefits.

5. Horseplay or scuffling.

- First offense - Written Reprimand and five (5) work days off without pay
- Second offense - Written Reprimand and ten (10) work days off without pay
- Third offense - Discharge and loss of benefits.

6. Drinking prior to reporting for duty where employee's condition is such that it may affect the proper performance of his duties.

First offense - Written Reprimand and five (5) work days off without pay
Second offense - Written Reprimand and ten (10) work days off without pay
Third offense - Discharge and loss of benefits.

7. Discourtesy to the public.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) work days off without pay
Third offense - Discharge and loss of benefits.

8. Taking lunch period at time other than specified in Union Agreement without permission.

First offense - Written Reprimand
Second offense - Written Reprimand and three (3) work days off without pay
Third offense - Discharge and loss of benefits.

9. Taking vacation time off after having the time refused by a Supervisor.

First offense - Written Reprimand and five (5) work days off without pay
Second offense - Discharge and loss of benefits.

D. ATTENDANCE **

1. Unexcused tardiness.

First offense - Written Reprimand
Second offense - Written Reprimand
Third offense - Loss of one (1) work day without pay
Fourth offense - Loss of three (3) work days without pay
Fifth offense - Loss of five (5) work days without pay
Sixth offense - Loss of ten (10) work days without pay
Seventh offense - Discharge and loss of benefits.

A request for and approval of tardiness as excused shall be in writing.

2. Failure to notify Supervisor prior to start of shift when unable to report for work. These penalties will not apply where satisfactory proof is given that notification by the employee was not possible.

First offense -	Written Reprimand
Second offense -	Loss of one (1) work day without pay
Third offense -	Loss of three (3) work days without pay
Fourth offense -	Discharge and loss of benefits.

** The attendance record will be cleared at the end of each Contract Year.

E. REPORTS

1. Failure to make out necessary reports.

First offense -	Written Reprimand
Second offense -	Written Reprimand and three (3) work days off without pay
Third offense -	Discharge and loss of benefits.

F. GENERAL

1. Distributing or circulating literature, petitions or any written or printed matter of any description on the Employer's time and without permission from the Employer.

First offense -	Written Reprimand
Second offense -	Written Reprimand and three (3) work days off without pay
Third offense -	Discharge and loss of benefits.

2. Posting or removal of notices, signs, or written or printed matter of any type on the bulletin boards on the Employer's property without permission from the Employer, except as provided by this Agreement.

First offense -	Written Reprimand
Second offense -	Written Reprimand and three (3) work days off without pay
Third offense -	Discharge and loss of benefits.

3. Three (3) reprimands in a sixty (60) day period.

Three (3) work days off without pay.

Four (4) reprimands in a sixty (60) day period.

Discharge and loss of benefits.

4. Three (3) disciplinary layoffs.

Discharge and loss of benefits.

A warning notice in writing, with a copy to the steward, must be given for infractions of any Rules or Regulations.

APPENDIX "B"
WAGE SCHEDULE

The "Employer" and the "Union" have agreed to utilize a schedule of compensation for employees of the Bargaining Unit, otherwise known as Appendix "B", Wage Schedule. The Wage Schedule sets forth five (5) Pay Grades which are subdivided into three (3) Steps. The "employer" and "Union" have agreed that the five (5) Pay Grades shall apply to and be limited to seven (7) specialty work categories or Job Classifications, i.e. Road Construction Operations; Road Design Operations; Permit Operations; Survey Operations; Testing Operations; Traffic Services Operations; and Road Projects/Records and Drainage Operations.

Employees of the Bargaining Unit will be assigned to function in one (1) of the seven (7) specialty Job Classifications. The Employer shall reserve the right to require cross training and to make work assignments in the best interests of the Department and the Commission. Compensation shall be based upon the employee's regular assigned Job Classification, Pay Grade and Step, as set forth in Appendix "B", Wage Schedule.

On an annual basis, employees of the Bargaining Unit will be considered for adjustments of their position within the Wage Schedule on the basis of their individual job performance, education and experience. Said employee adjustments in Pay Grade and/or Pay Step, as may be determined by the employee's departmental supervisor and at the time set aside for the Employee Performance Review. The annual Employee Performance Review may result in one (1) of three (3) determinations: (1) no change in position is warranted, (2) advancement in position should be awarded or (3) demotion in position to Step B should be implemented. It is agreed by the Employer and the Union that the annual Employee Review shall commence and be completed, by the applicable departmental supervisor, during the first month of each calendar year. Any employee compensation adjustment(s), resulting from the Employee Performance Review, shall be implemented the

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first full payroll period after February 1st and the employee compensation adjustments shall be restricted to follow times: as set forth in the Contract; as a result of the determination(s) of the Annual Employee Performance Review; and in those circumstances when an existing employee transfers to a different Job Classification and/or fills an open or new position and a compensation change is warranted.

It is agreed that Pay Grades I through IV may have one or more employees in Grade, however, Pay Grade V, of all Job Classifications, shall be a special classification and shall be limited or restricted to no more than one employee in that Grade/Classification at any time. Pay Grade V shall be permitted this restriction and additional compensation shall be provided, in recognition of job performance, duties and the exercise of independent judgment including the oversight of the respective job specialties and activities, as well as the cross training and experience required of persons in this classification. The Employer reserves the right to determine the placement of employees in the various Job Classifications.

It is agreed that each Pay Grade: Grade I, which is the least experienced grade, through Grade V, which is the most experienced grade, shall include three Pay Steps identified as A, B, and C. Step C shall be considered an entry step; Step B shall be considered as an intermediate step; and Step A shall be reserved for merit compensation based upon job performance, education and experience or combination of same. At the time of annual Employee Performance Review, the applicable departmental supervisor shall give consideration to all employees in the Bargaining Unit for advancement in Pay Grade and/or for Pay Step compensation. Likewise, the departmental supervisor shall be required to review all employees that are in Step A for continuation in that step or demotion from same.

It is agreed by the parties that a supervisor's determination in the annual Employee Performance Review, as it specifically

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applies to Step A, may be the subject of an employee or Union appeal. In order for an employee or the Union to properly appeal the Employer's grant or denial of a Step A merit compensation determination, the appeal must be submitted in writing by the Employee or Union. Said notice to be within five (5) working days from the employee's receipt of written notice from the Employer's representative that the Step A merit compensation has been awarded, denied or demotion implemented. The employee or Union notice of appeal to be furnished to the Department Head or the Director of Human Resources. Any employee or Union appeal, advanced beyond this five day limit will be deemed untimely and no appeal will be deemed to exist.

The parties agree that they will utilize a special "Appeal Committee" to review and resolve disputed or contested Step A Merit Compensation determinations. The parties will utilize a Committee structure consisting of two Bargaining Unit representatives and one Employer representative. The Employer representative will be the Director of Human Resources. The Union representative will be an official of the Union that is not directly involved in the disputed matter. The Employer representative and the Union representative shall select the third member of the Appeal Committee. The third member of the Committee shall be a member of the Bargaining Unit who is not directly involved in the disputed matter. The third member of the Committee shall be mutually agreeable to the parties i.e. the Union representative and the Employer representative. The Committee shall have the responsibility to review the written appeal submitted by the Union or the employee. Likewise, the Committee shall have the responsibility to review the applicable departmental supervisor's explanation regarding the basis for the supervisor's grant or denial of a Step A determination. The Committee shall be vested with the responsibility and authority to sustain or reverse the determination of the supervisor. In rendering its decision, the Committee shall place its findings in

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writing and transmit same to the Employee or Union and the Supervisor.

The Appeal Committee shall reach its review decision or determinations, regarding the support or reversal of a Step A supervisory finding, by majority vote of the members. Each member of the Appeal Committee shall have one vote, and the committee member shall determine the methodology of its vote, i.e. voice vote, paper ballot, secret paper ballot.

The parties further agree that the Appeal Committee shall be the only recourse an Employee or the Union shall have to review the grant or denial of a Step A determination and that the granting or denial of merit compensation may not be submitted to the grievance procedure contained in Article 12 of the Collective Bargaining Agreement between the parties.

It is agreed by the parties that the Employer and the Union reserve the right to terminate the step A, merit pay component of the Wage Schedule. Said termination upon thirty (30) days written notice to the other party. In such event, the merit step compensation shall be eliminated from Appendix B Wage Schedule and the Employer will, during the remainder of the contract term, utilize only Pay Steps C and B of the wage schedule for purposes of compensating employees in the Bargaining Unit.

New Hires

If no one employed within the Bargaining Unit is qualified and/or fills a new or open position that becomes available, and the Employer hires from outside the Bargaining Unit, the employee will be placed in the pay grade/pay step applicable to the position and the qualifications of the employee, as determined by the Employer.

Transfers and Reassignments

If a current qualified employee of the Bargaining Unit applies and is accepted to fill a new or open position, the employee will

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be placed in the pay grade/pay step applicable to the position and as related to the qualifications of the employee, as determined by the Employer.

EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER JULY 1, 1995

<u>PAY GRADE</u>	<u>C</u>	<u>B</u>	<u>A (merit)</u>
V	\$15.24	\$15.76	\$16.27
IV	\$12.64	\$12.95	\$13.46
III	\$11.71	\$12.02	\$12.33
II	\$10.78	\$11.09	\$11.40
I	\$ 9.86	\$10.17	\$10.48

EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER JULY 1, 1996

<u>PAY GRADE</u>	<u>C</u>	<u>B</u>	<u>A (merit)</u>
V	\$15.62	\$16.15	\$16.68
IV	\$12.96	\$13.27	\$13.80
III	\$12.00	\$12.32	\$12.64
II	\$11.05	\$11.37	\$11.69
I	\$10.11	\$10.42	\$10.74

EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER JULY 1, 1997

<u>PAY GRADE</u>	<u>C</u>	<u>B</u>	<u>A (merit)</u>
V	\$15.93	\$16.47	\$17.01
IV	\$13.22	\$13.54	\$14.08
III	\$12.24	\$12.57	\$12.89
II	\$11.27	\$11.60	\$11.92
I	\$10.31	\$10.63	\$10.95

MUSKEGON COUNTY ROAD COMMISSION

POLICY

for

DOT SUBSTANCE ABUSE

The United States Department of Transportation has published regulations requiring drug testing with the overall goal of ensuring a drug free transportation environment, in turn, reducing accidents and casualties in motor carrier operations. It is no secret that the use of drugs including alcohol as well as other controlled substances represents a serious health risk to the user of the drug, as well as a safety hazard to the general public, particularly in the context of the use and operation of commercial motor vehicles.

Our philosophy on the detrimental effects of drugs in an individual's life and the added safety risk posed by drug use in the work place is clear. There is no place for drug use or the lingering effects of "off hours use" that can be tolerated in our work environment. This policy establishes fitness for duty.

This substance abuse policy was established in order to comply with the regulations as well as promote and maintain a safe and healthful working environment for all employees.

I. Definitions

Where used in this policy statement, the following shall have the meaning set forth below:

Driver - Is an employee who is required to hold a Commercial Drivers License and who: 1) operates a commercial motor vehicle on public highways which weighs more than 26,001 pounds or transports hazardous material in a quantity requiring placarding under 49 U.S.C. App. 18011813, or any operator of Employer vehicles or equipment.

Commercial Vehicle - Any self propelled or towed vehicle used on public highways to transport passengers or property, wherein the vehicle has a gross vehicle weight rating or gross combination weight rating of twenty six thousand one (26,001) or more pounds, the vehicle is designed to transport more than sixteen (16) passengers including the driver, or the vehicle is used in the transportation of hazardous materials in a quantity requiring placarding under regulations issued under the Hazardous Materials Transportation Act, or any Employer vehicle or equipment.

Employer Premises - Includes but is not limited to all property, whether owned or leased or used by the Employer. For the purposes of this policy, it also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment, including any and all duty performed for the employer in road rights of way.

Employee Subject to Testing - Any individual employed either full or part time by the Employer.

Possession - Does not include possession of a substance which is manifested and transported as part of a shipment.

Prohibited Substance - Marijuana, cocaine, opiates, amphetamines, alcohol, phencyclidine, and any substance listed on Schedule I or II (21 C.F.R. Part 1308) or identified in Appendix D of the Federal Motor Carrier Safety Regulations.

Reasonable Cause - The actions, appearances or conduct of an employee when reporting for

duty or on duty which are indicative of a health/physical condition or the use of a controlled substance, alcohol, or any other substance to a degree which affects the employee's personal safety or renders the employee incapable of safely performing their duties.

Reportable Accident - An occurrence involving a commercial motor vehicle engaged in interstate, foreign, or intrastate operations of a motor carrier who is subject to the Department of Transportation Act, resulting in, (1) the death of a human being, (2) bodily injury to a person who, as a result of the injury immediately receives medical treatment away from the scene of the accident, or (3) one or more motor vehicle must incur disabling damage as the result of the accident and requires a vehicle to be transported from the scene of the accident by a tow truck or other vehicle (exceptions are allowed for broken lights or flat tires).

Under the Influence - Any amount of controlled substance or their metabolites or alcohol detected in any specimen greater than the cut-off levels designated by the Department of Health and Human Services (DHHS) or established state or federal levels of impairment.

Under the Influence of Alcohol - A blood alcohol level of .02% BRAC or greater.

II. Drug Use Prohibitions

No employee of the Employer shall:

1. On duty, possess, be under the influence of, or use, any prohibited substance, narcotic drug, or any derivative thereof. In addition, no employee on duty shall possess, be under the influence of, or use any other substance, to a degree which renders the employee incapable of safely performing their duties.
2. Consume an intoxicating beverage regardless of its alcoholic content, or be under the influence of an intoxicating beverage, within four (4) hours before going on duty, or operating, or having physical control of a commercial vehicle or other Employer vehicle or equipment.
3. Consume an intoxicating beverage regardless of its alcoholic content, be under the influence of an intoxicating beverage, or have any measured alcohol concentration of .02% or greater, while on duty, or operating, a commercial motor vehicle of 26,001 pounds or in physical control of the Employer's vehicles or equipment.
4. Be on duty or operate a vehicle while in the possession of a controlled substance or an intoxicating beverage regardless of its alcoholic content.
5. Refuse to sign a consent or release form authorizing the collection of the specimen, analysis of the specimen, and release of the results to the Employer.
6. Refuse to co-operate with the collection site personnel, Employer, personnel, or in any way refuse to provide a specimen when required.
7. Refuse to provide a specimen when required under this policy.
8. Fail to inform appropriate Employer officials of a reportable accident as soon as possible.

No employee of the Employer shall:

9. Use alcohol or other prohibited substances within eight (8) hours of a reportable accident or until;
 - a) the employee has been drug and alcohol tested, or
 - b) the employee conduct has been discounted as a contributing factor in the accident, and will not be required to provide a specimen.

III. Mandatory Testing and Policy Enforcement

Employees are informed, advised and reminded that Commission Employees perform safety sensitive work, and that the Policy is for the protection of the entire work force. Therefore, Employees should have no expectation of privacy while on the Employer's time, when operating the Employer's vehicles or equipment, while representing or conducting business on behalf of the Employer, and/or on the Employer's premises.

The following procedures will be employed to assure compliance with this policy.

1. **Mandatory Drug and Alcohol Testing** - Employees shall submit to testing for the presence of controlled substances, and/or alcohol, and other drugs, upon request by the Employer. Means of testing shall include urinalysis, evidential breath tests, blood screens and such other tests as the Employer may determine. Testing will be required:
 - a) As a condition of employment and prior to commencement of employment with the Employer or placement in a safety sensitive position, and;
 - b) Where reasonable cause exists to suspect that an employee is under the influence of a prohibited substance, alcohol, or other intoxicating beverage or substance, and;
 - c) As soon as possible but not later than eight (8) hours following a DOT "reportable accident" if the driver receives a citation for a moving traffic violation arising from the accident. If the eight (8) hour time limit is exceeded, the collection of an alcohol specimen is suspended, the drug specimen will be collected as soon as possible not to exceed thirty-two (32) hours after the accident. The driver is solely responsible for assuring the Employer that the required specimen is provided as soon as possible, and;
 - d) As part of a random pool of all employees, and;
 - e) As otherwise required by applicable law, regulations, or Employer policy.
2. **Searches** - Employees of the Commission, while on the Employer's time and/or premises, are required to submit to reasonable cause searches of their persons, such as the search of an Employee's pockets or garments, excluding body searches, but including vehicles, lunch boxes, brief cases, personal effects or any Employer owned property, provided the Employer's representative has reasonable cause to believe that (1) the Employee possesses a prohibited substance; or (2) that the Employee has ingested a prohibited substance. Searches of an individual's personal vehicle shall be limited to examination of that portion of the vehicle observed by the Supervisor that resulted in "reasonable suspicion".

Any searches, conducted by the Employer's representative, shall include the presence of a Union Steward if requested by the Employee or Employer representative, and if such accommodation can be reasonably and/or timely provided.

3. **Testing Procedure** - All tests will be conducted in accordance with applicable regulations published by the Department of Transportation in a manner allowing individual privacy unless there is a reason to believe that a particular individual may/or has altered or substituted the specimen provided. All tests will be collected at designated collection sites under the supervision of trained collectors.
4. **Availability of Test Results** - The results of any drug test and records connected with the testing procedure, will be made available to the individual tested upon written request. The results of the tests themselves are reviewed by a licensed physician who has the knowledge of substance abuse disorders (MRO). If the tests are positive, the individual tested will be advised of the results and the type of drug or drugs discovered. The individual tested will be given the opportunity to discuss the test results with the licensed physician prior to the time the test results are made available to the Employer. After notification of the MRO's final positive determination, the employee has seventy-two (72) hours to request a test of the "split specimen" at another DHHS certified laboratory designated by the Employer.

The documentation of results of the test will not be made available to other parties except upon the written request of the individual, or when an applicable DOT regulation requires such disclosure, or if in the MRO's reasonable judgment the information could result in the employee being medically unqualified to perform their duties, or if the information would cause a safety risk.
5. **Retesting of Original Split Specimen** - The employee may request of the MRO in writing, to have the "split specimen" of a positive test retested at another DHHS certified laboratory selected by the Employer. The employee will be required to pay the laboratory fee for the retest, in advance, and a check must accompany the written request. Presently, the cost is one hundred twenty-five dollars (\$125.00) and is subject to change. In the event an Employee requested "split specimen" test is determined to be negative by the independent laboratory test, the Employee shall be reimbursed for his/her advance payment of laboratory fees.

IV. Self-Referral for Treatment

The Employer recognizes that an Employee who is unfit for duty due to drug or alcohol abuse is a safety risk to themselves, their fellow employees and the motoring public. Consequently, the Employer believes strongly in the concept of zero tolerance regarding substance abuse in the work place. To this end, the Employer seeks to deter substance abuse through the implementation of this Policy. However, the Employer encourages its employees, who may have substance abuse problems, to voluntarily refer themselves to treatment programs, on their own or through the Employer's Employee Assistance Program (E.A.P.). Said self-referral prior to selection for testing, or identification of a positive test result.

Employees are encouraged to seek treatment for drug or alcohol abuse and are offered the cooperation and assistance under the Commission's Substance Abuse Policy and/or applicable Contract benefits. Additionally, an Employee who initiates his/her own treatment through the Employer's E.A.P. shall be exempt from the penalties of the Substance Abuse Policy and/or the Collective Bargaining Agreement, subject to the terms and conditions set forth herein.

In order to be exempt, the Employee's self-referral must occur prior to any Employer initiated random or reasonable cause testing and/or any other contract violations. The Self-Referral declaration by

an Employee at the time of random or reasonable cause testing or other contract violation occurrences shall not be allowed as an exemption from the implementation of discipline under the Substance Abuse Policy or the Collective Bargaining Agreement.

An Employee who has referred himself for treatment under the E.A.P. shall be required to successfully complete a substance abuse rehabilitation program that includes a return to work drug and alcohol test prior to his/her return to work. In the event an Employee tests negative, he/she will be allowed to return to work. If he/she tests positive, the Employee must successfully complete an Employer approved substance abuse rehabilitation program including execution of a medical information waiver which gives the rehabilitation provider(s) the authorization to share confidential medical information so that the Employer can monitor the Employee's progress in his/her treatment program.

V. Penalties for Policy Violations

The consequences of violating the drug use prohibitions and testing requirements contained in this policy and mandated by the Department of Transportation, include the following:

1. A driver who refuses to provide the required specimens when the driver has been involved in a fatal accident or fails to give a urine sample in accordance with post accident testing requirements may be disqualified to operate a commercial vehicle for one (1) year and may be discharged from employment with the Employer.
2. A driver shall be disqualified to operate a commercial vehicle for a period of one year, following a positive result of controlled substance use, when the driver has been involved in a fatal accident and may be discharged as an employee of the Employer.
3. A driver who operates a commercial vehicle while under the influence of alcohol as hereinafter defined may be discharged as an employee of the Employer and shall be disqualified to operate a commercial vehicle for a period of one year after the date of conviction if during the three (3) years preceding that date the driver was not convicted of an offense that would otherwise disqualify the driver. A driver is disqualified for three (3) years after the date of his conviction if during the three (3) years preceding that date, he was convicted of an offense that would disqualify him to operate a commercial vehicle as a consequence of driving a commercial vehicle under the influence of alcohol. A driver shall be considered to be driving a commercial vehicle while under the influence of alcohol or other prohibited substance, under the following circumstances:
 - a. The driver was driving a commercial vehicle at a time the driver's alcohol concentration was 0.04% or more; or
 - b. Driving under the influence of alcohol as prescribed by state law; or
 - c. Refusal to undergo such testing as is required by any state or jurisdiction for the presence of alcohol; or
 - d. Driving a motor vehicle under the influence of a controlled substance unless the controlled substance is medication prescribed by the driver's physician and the physician is aware of the individual's duties as a driver.
4. Any driver who provides a positive alcohol test result of .020 or greater but less than .040 shall be mandated to wait a minimum of twenty-four (24) hours prior to again reporting for duty. This shall be considered a first positive test and any subsequent positive alcohol test shall disqualify the individual for employment.

5. Compliance with the Employer's substance abuse policy is a condition of employment. An employee failing to submit to drug testing, or otherwise conform to the provisions of the Employer's substance abuse policy, may be terminated as an employee of the Employer immediately.
6. In addition to the penalties mandated by the Department of Transportation, if an employee tests positive for illegal drugs, and/or controlled substances or is under the influence (.04% or above) of alcohol, the following are disciplinary steps that shall be taken:

First Offense

Five (5) day suspension without pay; upon completion of the five (5) day suspension and before employee is allowed to return to work, he/she will submit to a drug/alcohol test at the employee's expense. If the employee then tests negative, he/she will be allowed to return to work. If he/she again tests positive, the employee must successfully complete an Employer-approved drug rehabilitation program.

Second Offense

Discharge.

VI. Establishment of Employee Assistance Program

The Employer has established an employee assistance program to help employees solve substance abuse problems. The program includes the following:

1. The training of supervisors to understand the effects and consequences of drug and alcohol use on personal health and safety in the work environment, as well as to train such personnel regarding the recognition of behavior which may indicate drug or alcohol use and abuse.
2. Documentation of training given to drivers and motor carrier supervisor personnel.
3. Information regarding Employer assistance for employees who have a substance abuse problem is available upon request.

VII. Fitness for Duty/Call-In

It shall be the Policy of the Employer that any employees called to report for duty, during emergency or unscheduled operations shall be personally asked and shall personally respond to the employer's question(s) regarding their fitness for duty with respect to the consumption of drugs and/or alcohol. Further, the Employee shall be required to notify the Employer's representatives if and at any time the employee is not fit to perform his/her duties for the Employer in a safe manner as such fitness may relate to the consumption of drugs and/or alcohol.

