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3/31/2003

AGREEMENT

BETWEEN

**THE BOARD OF COUNTY ROAD COMMISSIONERS
OF JACKSON COUNTY**

-&-

**JACKSON COUNTY ROAD COMMISSION
EMPLOYEES ASSOCIATION**

Jackson County Road Commission

Effective: At Signing

Expires: March 31, 2003

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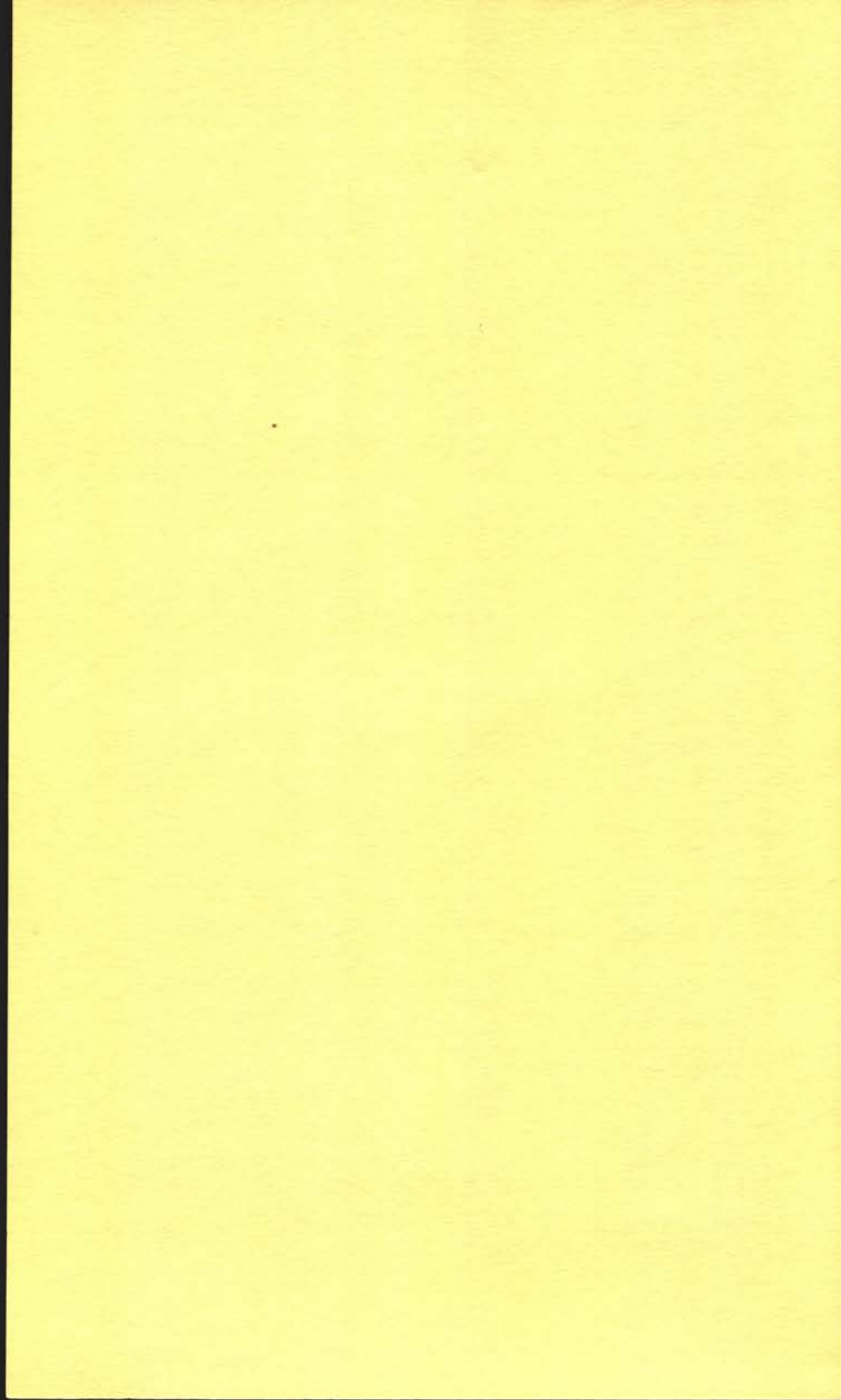


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AGREEMENT

THIS AGREEMENT entered into this 16th day of MARCH, 2000, by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF JACKSON COUNTY, hereinafter referred to as the "Employer", and the JACKSON COUNTY ROAD COMMISSION EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association".

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Association. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services to the community, the Employer and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Bargaining Unit Defined. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all regular full-time and regular part-time building maintenance, road crews, and garage employees of the Jackson County Road Commission, but excluding seasonal employees, temporary employees, elected officials, superintendents, department heads, engineering department, stock room clerk, office clerical employees, all salaried employees and all other employees of the commission.

Section 2: Management Rights. The Association recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights

to manage, direct and supervise the operations of the Commission and the employees are vested solely and exclusively in the Employer.

Section 3: Non-Discrimination. The Employer and the Association agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief, height, weight, employable handicap or marital status, nor shall the Employer or its agents or the Association, its agents or members discriminate against any employee or applicant for employment because of his/her membership or non-membership in the Association.

Section 4: Association Representation. The Association agrees that, except as outlined in the grievance procedure, employees shall not be entitled to engage in Association activity during working hours.

- (a) The Association shall have the right to elect or designate one (1) Chief Steward and one (1) steward to represent the employees, from each Section, and one (1) alternate steward from each Section to represent the employees in the absence of the stewards, all of whom shall have completed their probationary period.
- (b) The Association shall, within five (5) working days inform the Employer in writing as to whom has been appointed or elected stewards and alternate stewards for the bargaining unit.
- (c) The Association shall be represented by a bargaining committee of not to exceed five (5) members, all of whom shall have completed their probationary period.
- (d) The Association shall elect or appoint four (4) representatives to the Safety Committee, all of whom shall have completed their probationary period and operate in accordance with Article XIII, Section 7, of this Agreement.

Section 5: Male Pronoun. Wherever the male pronoun is used in this Agreement it shall be deemed to include both male and female.

ARTICLE II - SPECIAL CONFERENCES

Special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Association and the Employer representative within ten (10) regularly scheduled working days after request of either party, subject to the following conditions:

- (a) Such meeting shall be held not more frequently than once each calendar month unless otherwise mutually agreed upon.
- (b) Such meetings must be attended by the bargaining committee. The Clerk to the Board of Road Commissioners, a superintendent and/or other designated representatives of the Commission will represent the Employer.
- (c) There must be at least one (1) calendar week's advance written notice of the desire to have such meeting, which notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agenda at least one (1) calendar week prior to such meeting. Discussions at such special conference shall be limited to the items set forth in the agenda.
- (d) Such special conferences shall commence during the regularly scheduled working hours. Employees shall be paid at their regular hourly rate of pay for all time necessarily lost from their regularly scheduled work while actually attending such conferences including the time necessarily spent driving from their assigned work station to the conference location. Employees shall not be paid for any time spent while attending such conferences outside their regularly scheduled working hours.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: Grievance Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: Grievance Processing. An employee who believes he has a grievance must submit his complaint orally to his Superintendent within five (5) working days after he has knowledge or conditions were such that he should have knowledge, whichever is sooner, of the event upon which his complaint is based. The employee shall have the right

to request to have his steward present when he submits his complaint to his Superintendent and when he receives the answer thereto. The Superintendent will arrange to have the employee's steward or his alternate, if at work, to be present. The Superintendent shall give the employee a verbal answer within five (5) working days after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP: To be processed under this grievance procedure a grievance must be reduced to writing on a form supplied by the Association, signed by the employee, and presented by the employee or his steward to his immediate superintendent within five (5) working days after the Superintendent's verbal response. Grievances shall be made out in triplicate, two (2) copies of which must be presented to the grievant's Superintendent. A written grievance shall state the facts upon which it is based, when they occurred, what section of the contract has allegedly been violated, and what adjustment is requested. The Superintendent or his designee shall give a written answer to the aggrieved employee within five (5) working days after receipt of the written grievance. If the answer is satisfactory the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the Superintendent.

SECOND STEP: If the grievance has not been settled in the first step and if it is to be appealed to the Second Step, the Association president shall notify the Clerk to the Board of Road Commissioners in writing within five (5) working days after receipt of the written First Step answer of a desire to appeal the grievance. In emergency weather conditions the time limit shall be automatically extended until the emergency condition subsides. If such written request is made, the Clerk of the Board of Road Commissioners and/or his designated representative shall meet with the employee, his steward and one member of the Association Grievance Committee one-half (1/2) hour before the end of the work day and within five (5) working days after receipt of the written notice of appeal of the first step answer to discuss the grievance. A written Second Step answer to the grievance shall be given to the Association president within five (5) working days after such meeting. If the answer at this stage is satisfactory, the Association representative who participated in the grievance process shall so indicate on the grievance answer and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) copy by the Employer.

THIRD STEP: If the grievance has not been resolved in the foregoing steps and either the Employer or the Association desires to carry it further, the moving party shall, within fifteen (15) working days following receipt of the Employer's Second Step Answer, submit the matter to arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules, then obtaining. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Road Commission and/or the Association president, and to the American Arbitration Association, and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure.

Section 3. Arbitrator's Rules and Restrictions.

The Arbitration hearing shall be conducted in accordance with the following:

- (a) The Arbitrator may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent men in the conduct of their affairs. Irrelevant, immaterial or unduly repetitious evidence may be excluded.
- (b) The burden of proof shall be met in all cases based on a preponderance of the evidence.
- (c) The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement.
- (d) The Arbitrator shall have no authority to interpret or apply any State or Federal Law or Administrative Rule, or rule on any claim for money or benefits arising under a retirement claim or dispute, but shall be limited solely to the interpretation and application of the specific provisions contained herein.
- (e) Nothing contained herein shall be construed to limit the authority of the Arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge or suspension that may reach this stage of the grievance procedure.
- (f) The expenses and fees of the Arbitrator and the American Arbitration Association shall be borne equally between the parties hereto. The Employer and Association shall each bear the cost, expenses and wages of their respective agents and witnesses to the arbitration proceeding.

- (g) No more than one grievance or dispute may be submitted in any one arbitration proceeding, except by written mutual agreement of the parties.
- (h) The Arbitrator shall render his/her written decision within thirty-five (35) days from the conclusion of the hearing or the submission of briefs, whichever date is later, unless extended by mutual written agreement of the parties; which decision shall separately set forth his/her specific findings of fact, conclusions and decision. The decision of the Arbitrator made in conformity with his/her jurisdiction, shall be final and binding on all the parties.

Section 4: Grievance Time Limits. The time limits at any step of the grievance procedure may only be extended by mutual agreement in writing between the Employer and the Association. All grievances must be initially filed within the time limits provided. Once a grievance has been timely filed, if the Employer fails to reply or the Association fails to appeal a grievance within the time specified, the grievance shall be deemed to automatically move to the next step in the grievance procedure PROVIDED, HOWEVER, that nothing contained herein shall be construed to automatically refer a grievance to arbitration and PROVIDED, FURTHER, that the party requesting arbitration must submit a demand for arbitration with the American Arbitration Association and the non-moving party within fifteen (15) working days of the receipt of the decision in Step 2 or within fifteen (15) working days of when the answer was due, whichever date occurs first.

Section 5: Class Action and Association Grievances. Grievances which affect the entire bargaining unit shall be filed by the President of the Association in writing in accordance with Step One of the grievance procedure. The Association President may file at Step One any grievance which may have been filed by one or more employees except the Association shall not file grievances over the discipline or discharge of an employee or group of employees.

Section 6: Pay During Grievance Procedure. The Grievant and two (2) Association representatives shall suffer no loss of pay from their regular scheduled work for time actually spent while meeting with management on Second Step grievances, which meetings shall commence not later than one-half (1/2) hour prior to the end of the work day. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled working hours.

Section 7: Working Days Definition. Unless otherwise specifically defined in this Agreement, the words "working days" or "regularly scheduled working days" shall mean

Monday through Friday, except when the four-day work week is in effect in which event it shall mean Monday through Thursday, excluding any holidays recognized under this Agreement.

ARTICLE IV - DISCIPLINE

Section 1: Discipline Procedure. The Employer agrees that employees with seniority shall not be disciplined or discharged without cause from and after the date of this Agreement, but that in all instances in which the Employer may conclude that an employee's conduct may justify discharge, such employee shall first be suspended. In all cases of suspension, the Employer shall allow the suspended employee an opportunity to discuss his suspension with his steward before being required to leave the property of the Employer. Such initial suspension shall be for not more than three (3) regularly scheduled working days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said three (3) day period. During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in front of his steward and one member of Association's Grievance Committee, his immediate Superintendent and the Clerk to the Board of Road Commissioners commencing not later than one-half (1/2) hour prior to the end of the work day. After such hearing, or if no such hearing is requested, the Employer's representatives shall decide, depending upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. In the event the employee believes he has been unjustly disciplined, it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Clerk of the Board of Road Commissioners pursuant to Step Two of the grievance procedure within three (3) regularly scheduled working days after the Employer makes its decision as set forth above.

Section 2: Reinstatement Procedure. In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall reinstate such employee and pay full compensation, partial or no compensation, as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's applicable regular straight time earnings during the pay period immediately preceding the date of discharge less any benefits, including unemployment compensation, he may have received or wages earned during said period.

ARTICLE V - STRIKES AND LOCKOUTS

Section 1: Strikes. The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, economic, sympathy, unfair labor practice strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts. In the event the Association or employees engage in a work stoppage during the life of this Agreement, the Employer shall have the right to cancel any or all portions of the Collective Bargaining Agreement.

Section 2: Strike Discipline. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, economic, sympathy or unfair labor practice strike or other concerted activity which interferes with the operations of the Employer, shall be disciplined or discharged in the sole discretion of the Employer.

ARTICLE VI - SENIORITY

Section 1: Seniority Definition. Seniority shall be defined as an employee's length of continuous service with the Road Commission since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer as a regular full-time and regular part-time employee since which s/he has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, paid time off, or for family and medical leaves, or for layoff for lack of work, except as hereinafter provided.

- (a) The word Section, as used in this Agreement, shall indicate one of the five major maintenance sections as follows:
 - (1) Clark Lake
 - (2) Parma
 - (3) Henrietta
 - (4) Elm Road
 - (5) State Trunkline

- (b) In the event employees are hired to a full-time position to perform bargaining unit work, pursuant to a state or federally funded

employment program, said employees shall be subject to the terms of this Agreement as provided by the funding regulations.

Section 2: Probationary Period. All new employees shall be probationary employees for ninety (90) working days. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability, capabilities and other work habits which will qualify him for regular employee status. During the probationary period the employee shall have no seniority status and may be laid off, disciplined, or terminated by the Employer without regard to his relative length of service. Said employee and the Union shall have no recourse to the grievance procedure over any such layoff, discipline or discharge. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date. It is understood and agreed that during the probationary period the employee is employed at the will of the Employer. No implied contract or any other contract shall arise out of the employment relationship during said probationary period. Thereafter, the employment relationship shall be governed by this Agreement, exclusively.

- (a) A regular full-time employee shall be defined as one who is normally scheduled to work at least forty (40) hours per week.
- (b) A regular part-time employee shall be defined as one who is normally scheduled to work less than forty (40) hours per week. Part-time employees shall be allowed to participate in vacations, holidays, insurance and the pension program on a pro-rata basis to the number of hours they are normally scheduled to work.
- (c) A temporary employee shall be defined as one who is hired for a specific job or for a period of time of not to exceed sixty (60) days. Temporary employees shall not be covered by this Agreement.
- (d) A seasonal employee shall be defined as one who is hired for a period of time which shall not exceed seventeen (17) continuous weeks. Seasonal employees shall not be covered by this Agreement. Seasonal employees may be assigned to perform overtime work in a section whenever the regular employees in that section are not readily available or are already working.
- (e) The Employer agrees to furnish the names of all temporary and seasonal employees with their dates of hire to the Association president within five (5) working days of their hire.
- (f) Temporary and seasonal employees may continue to work beyond the time restraints provided in (c) and (d) above for employees on any

type of leave of absence provided that said extension shall not exceed 90 days except by mutual agreement and continued review every ninety (90) days thereafter. Otherwise, the Employer and Association must mutually agree in writing to extend said time restraints.

- (g) No temporary or seasonal employee shall acquire or accrue any rights to any job, benefit, seniority, representation or employment but shall remain at all times an at-will employee.

Section 3: Seniority List. The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each three (3) months. The names and job classifications of all employees who have completed their probationary period shall be listed on the seniority list in order of their hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names. The Association shall be notified of all quits, retirements, discharges and new hires on a form provided by the Employer.

Section 4: Seniority and Employment Termination. An employee's seniority and employment shall terminate:

- (a) If he quits, retires, engages in a strike or is discharged, which discharge is not reversed through the grievance procedure.
- (b) If, following a layoff for lack of work or funds, he fails or refuses to notify the Employer of his intention to return to work within ten (10) regularly scheduled working days after a written notice sent by certified mail or such recall was sent to his last address on record with the Employer, or having notified the Employer of his intent to return, fails to do so within twelve (12) regularly scheduled working days after such notice is sent.
- (c) Is absent for three (3) consecutive regularly scheduled working days without notifying his immediate supervisor or Superintendent prior to or within such three (3) day period of a justifiable reason for such absence unless, it was impossible for the employee to give such notice.
- (d) When he has been laid off for lack of work or funds for a period of twelve (12) consecutive months.

- (e) If he accepts employment elsewhere, other than self-employment, while on a leave of absence (without having received prior written permission from the Employer) or does not return to work immediately following the expiration of a leave of absence, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave.
- (f) An employee is absent from work for more than one (1) calendar year unless such absence is due to a work-related injury, in which case an employee's absence shall not exceed eighteen (18) months.

Section 5: Layoffs. When it becomes necessary to reduce the number of employees in a Section(s), seasonal, temporary, probationary, and part-time employees county-wide will be laid off first. Next, the least senior employee in the affected labor group in the Section(s) shall be laid off provided, the remaining employees in the affected labor group in the Section(s) can satisfactorily perform the remaining work in the Section(s) without break-in or training. Otherwise, the next least senior employee in the affected labor group who can be spared will be laid off from the affected Section(s).

- (a) Any employee laid off under this procedure may exercise his/her seniority and bump the least senior employee in any labor group county-wide, provided s/he can perform the work without break-in or training, and any employee so bumped shall have the same right.
- (b) In the event of temporary layoffs of less than three (3) consecutive working days, the above procedure shall be followed but the layoffs and seniority rights of the employees shall be confined to the Section to which they are regularly assigned.
- (c) Employee exercising their seniority rights shall be paid at the rate of the job to which s/he bumps.
- (d) Employees who exercise their bumping rights shall be transferred to the position and location as soon as possible which will cause the least disruption of operations.

Section 6: Recall Procedure. Recalling employees to work following a layoff shall be in the reverse order of the layoff, provided the employee has the then present ability, skills, capabilities and work habits to satisfactorily perform the work required.

Section 7: Vacancies.

Position Vacancy in a Section. If and when the Employer deems it necessary to fill either a new or vacated position in an existing job classification, notice of such vacancy shall be posted on bulletin boards throughout the county on Thursday for a period of one (1) regularly scheduled work week. During the time this posting is effective, employees may bid by signing the posting. The vacancy shall be awarded to the most senior employee in the section who signs the posting. If no one from the section signs the bid sheet, the employee with the most seniority county-wide shall be awarded the position. In the event there are no bidders for such vacancy, the Employer shall be free to hire a new employee(s) to fill the vacancy. In the event a current employee is the successful bidder, he/she shall be placed in the posted position as soon as is practicable after the award is made.

- (a) Any employee who is awarded a position under the bidding procedure shall not be awarded another position, the rate range of which is equal to or less than his present position, during the next succeeding twelve (12) months.
- (b) Employees shall not transfer or cross bid sections or departments as defined above, more frequently than once every three (3) years. Employees may request to be transferred for reasons of hardship.

Equipment Vacancy in a Section. The parties to this Agreement recognize in order to maintain efficiency and economy, the Employer has the right to have a primary and back-up operator for incentive equipment which is subject to bid and assigned to a section. If a primary and/or back-up operator should vacate his/her bid equipment and the Employer deems it necessary to fill this vacancy, then the following procedure will be utilized to fill the vacancy.

Notice of the vacancy shall be posted on the section's bulletin board on Thursday for a period of one (1) regularly scheduled work week. During the time this posting is effective, employees in the section to which the equipment is assigned, may bid by signing the equipment vacancy posting. The vacancy shall be awarded to the most senior employee in the section who signs the posting. In the event no one from the section signs the posting, the Employer shall have the absolute right, in its sole discretion, to assign an operator. The Employer will not assign primary operator status to an employee who is already a primary operator on another bid piece of equipment. In no event will an employee at any one time be a primary operator on more than one piece of bid equipment.

However, an employee may be a primary operator on a piece of bid equipment and a back-up on another piece of bid equipment.

The successful bidder shall be on a probationary period for one (1) calendar year commencing with the first day following the award. If during this probationary period the successful bidder is removed by the Employer, he/she may return to his/her former bid equipment, provided he/she was not previously disqualified therefrom. The employee displaced, as a consequence of this transfer, shall have the right to return to his/her former bid equipment. If, in the opinion of an employee's supervisor, he/she has not exhibited the necessary abilities, skills, capabilities, attendance record, and work habits, he/she may be removed from the bid equipment at any time during the one (1) year probationary period. An employee so removed may grieve his/her removal, but the burden of proof is on the Union and employee to prove, by no less than a preponderance of the evidence that he/she has exhibited the requisite abilities, skills, capabilities, attendance record, and work habits to satisfactorily perform the bid job. In the event an employee requests to voluntarily surrender his/her bid equipment, he/she cannot do so except during this employee's probationary period and only during the first ten (10) calendar days after this employee initially operated the bid equipment. In no event, will an employee be relieved of his/her bid equipment until a replacement bidder is selected and has operated the bid equipment for ten (10) working days.

County-Wide Equipment Vacancy. The parties to this Agreement recognize in order to maintain efficiency and economy, the Employer has the right to have a primary and back-up operator for incentive equipment which is subject to bid and assigned on a county-wide basis. If a primary and/or back-up operator should vacate his/her bid equipment and the Employer deems it necessary to fill the vacancy, then the following procedure will be utilized to fill the vacancy. Pups, small motor grader, 5th wheel, high-rangers, or equipment jetter shall not be subject to the bid procedure.

Notice of the vacancy shall be posted on the bulletin boards throughout the county on Thursday for a period of one (1) regularly scheduled work week. During the time this posting is effective, employees may bid by signing the equipment vacancy posting. The vacancy shall be awarded to the most senior employee county-wide who signs the posting. In the event no one signs the posting, the Employer shall have the absolute right, in its sole discretion, to assign an operator. The Employer will not assign primary operator status to an employee who is already a primary operator on another bid piece of equipment. In no event will an employee at any one time be a primary or back-up operator on more than one

piece of bid equipment. However, an employee may be primary operator on a piece of bid equipment and a back-up on another piece of bid equipment.

The successful bidder shall be on the probationary period for one (1) calendar year commencing with the first day following the award. If during this probationary period the successful bidder is removed by the Employer, he/she may return to his/her former bid equipment, provided he/she was not previously disqualified therefrom. The employee displaced, as a consequence of this transfer, shall have the right to return to his/her former bid equipment. If, in the opinion of an employee's supervisor, he/she has not exhibited the necessary abilities, skills, capabilities, attendance record, and work habits, he/she may be removed from the bid equipment at any time during the one (1) year probationary period. An employee so removed may grieve his/her removal, but the burden of proof is on the Union and employee to prove, by no less than a preponderance of the evidence that he/she has exhibited the requisite abilities, skills, capabilities, attendance record, and work habits to satisfactorily perform the bid job. In the event an employee requests to voluntarily surrender his/her bid equipment, he/she cannot do so except during this employee's probationary period and only during the first ten (10) calendar days after this employee initially operated the bid equipment. In no event, will an employee be relieved of his/her bid equipment until a replacement bidder is selected and has operated the bid equipment for ten (10) working days.

Section 8: Disability Transfer. By mutual agreement of the Employer and the Association, an employee who, because of his/her age, disability or condition of health, is no longer able to satisfactorily perform the job duties of the job classification s/he occupies may be assigned, in line with his/her seniority and ability, to an open job s/he is capable of satisfactorily performing or may displace an employee with the least seniority in a job classification s/he is capable of satisfactorily performing at the applicable rate of pay therefor.

Section 9: Temporary Transfer. The Employer shall have the right to temporarily transfer employees for the purpose of maintaining a productive and balanced work force or to cover for absences of other employees and for emergency conditions for a period not to exceed three (3) months, which period may be extended an additional three (3) months by mutual agreement of the Employer and employee. An employee who is temporarily transferred in accordance with the provisions of this section shall not acquire any right or title to the job to which s/he is temporarily transferred but shall retain his/her seniority in the classification from which s/he was transferred.

- (a) The Employer shall post on the affected section bulletin board for a period of at least two (2) working days notice of any temporary vacancy expected to last ten (10) working days or longer. An employee interested in working the temporary transfer shall sign the posting. The temporary transfer shall first be awarded to the employee who is most senior and able to perform the work provided, he/she can be spared from his/her job without disrupting the work. If there are no applicants, the Employer shall designate the least senior employee to be transferred.
- (b) An employee temporarily transferred shall be paid at the rate of the job to which s/he is assigned including applicable incentive, if any, or his/her regular rate of pay, whichever is higher provided the assignment is for ten (10) working days or longer.
- (c) Temporary transfers of less than ten (10) working days shall be in the sole discretion of management at the employee's regular rate of pay.

Section 10: Supervisory Promotions. Employees who were promoted or transferred out of the bargaining unit prior to January 17, 1975, shall be eligible to return to the bargaining unit without loss of seniority or benefits unless they were removed from their job for reasons considered valid for which a bargaining unit employee would be discharged. From and after January 17, 1975, when a bargaining unit employee is promoted or transferred by the Employer to a supervisory or other job with the Employer outside the bargaining unit, such employee shall continue to accumulate seniority for the first six (6) months after the start of said promotion or transfer unless, it is mutually agreed to extend said period. If said employee is subsequently removed from such supervisory or other job with the Employer for any reason other than discharge for reasons considered valid under this Agreement during the first six (6) months after the start of such job, such employee shall be allowed to exercise his seniority to return to a job within the bargaining unit which he has the then present ability, skills, capabilities and work habits to satisfactorily perform without trial or training, seniority permitting.

Section 11: Superseniority. The Bargaining Committee shall, for the purpose of layoff for lack of work or funds and recalls to work following such layoff only, for the term of their office, be considered as having more seniority than any other employees within their area of representation. They shall be the last to be laid off for lack of work from their area, and the first to be recalled to work in their area following such layoff, providing they have the then present ability, skills, capabilities and work habits to satisfactorily perform the available work in such area. This superseniority shall not apply until such time as such employees have exhausted their actual seniority.

Section 12: Work Force Adjustment. It is understood and agreed the Employer has the right to maintain a balanced work force consistent with workloads and operational requirements. This right includes the temporary reclassification of employees when work load requirements show an excess number of personnel exist within a job classification and/or to transfer employees from one Section or Department at the employee's option in lieu of laying-off employees pursuant to Section 5 of this Article.

ARTICLE VII - LEAVES OF ABSENCE

Section 1: Personal Leave. The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his/her probationary period, provided in the judgment of the Employer such employee can be spared from work.

Section 2: Family and Medical Leave.

1. An employee who has worked for the Commission at least twelve (12) months (and worked at least 1,250 hours in that period) may apply for a leave of absence pursuant to the Family and Medical Leave Act (FMLA) for the following reasons:

- (a) To care for a newborn son or daughter;
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
- (c) In order to care for the spouse, son, daughter or parent of an employee who has a serious health condition; or
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

Any eligible employee will be granted up to twelve (12) unpaid work weeks of leave during a 12-month period for leaves granted under the FMLA.

2. Employees anticipating the need for a leave pursuant to the FMLA are requested to provide at least thirty (30) days' advance written notice of the need for the leave. If it is not possible to provide thirty (30) days' advance notice, the employee should provide as much advance notice as practical under the circumstances.

3. In any case in which the necessity for the leave is foreseeable based upon planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as to not unduly disrupt the operations of the Employer.

4. Employees requesting a medical leave for a serious health condition under paragraphs (c) and (d) above, including intermittent or reduced schedule leaves, must provide certification of the serious health condition of the employee or eligible family member which includes the following:

- (a) The date on which the serious health condition began;
- (b) The probable duration of the condition;
- (c) Appropriate medical facts regarding the condition.

Such certification shall be on the form approved by the U.S. Department of Labor. (See Appendix C).

If the Employer questions the need for the leave or the adequacy of the medical certification, it shall have the right to obtain a second opinion, at the Employer's expense. If the two health care providers' opinions differ, a third opinion from a health care provider may be requested by the Employer mutually agreed upon by the Employer and the employee, which opinion shall be paid for by the Employer and will be final and binding on the parties.

5. Where two (2) spouses work for the Commission, they will be allowed a total of twelve (12) weeks between them to take a family leave to care for a son, daughter or parent.

6. There shall be no loss of seniority or accrued benefits during the period of a family leave. Health insurance benefits shall be maintained during the family leave at the same level and conditions as if the employee has continued to work. Employees will be asked to include any accrued paid time off as part of the twelve (12) week period granted for any of the reasons set forth in item 1(a), (b), (c) and/or (d) above.

7. Employees on family leave for twelve (12) weeks or less shall be returned to work to the position they held prior to taking the leave. If an employee is authorized to be on a family leave for more than twelve (12) weeks, the employee's reinstatement will depend upon the employment needs of the Commission. Any employee on an authorized

family leave for longer than twelve (12) weeks and not immediately reinstated will be returned to work in line with his or her seniority when a position becomes available provided, the employee is fit for duty and returns to work at the conclusion of his or her family leave or twelve (12) consecutive months after the start of the initial leave, whichever is earlier.

8. An employee on family leave who desires to return to work must notify the Clerk of the Commission at least seven (7) calendar days prior to the return date.

9. If an employee fails to return to work at the conclusion of a family leave or any extension thereof, up to a maximum of twelve (12) months, he or she shall be treated as a voluntary quit.

10. An employee who has been absent for medical reasons must obtain a return to work release from his or her physician which must certify the employee is fit for duty without restriction or specify the type, nature and duration of any work restriction, if applicable.

11. An employee seeking to return, to work with medical restrictions shall be returned to work in line with his or her seniority to an available position, if any, which the restricted employee is capable and qualified to perform. If an employee cannot be placed in a suitable position, the employee will be placed on continued leave status until an appropriate accommodation can be made up to a maximum of twelve (12) months.

12. FMLA benefits are in addition to other leave of absence benefits provided by the Collective Bargaining Agreement.

Section 3: Military Leave. A permanent employee who enters the military service of the United States by draft or enlistment or who is in some branch of the Armed Forces Reserves or the National Guard, shall be granted a leave of absence without pay or benefits and without loss of seniority for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with the applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective. The Employer agrees to provide health insurance benefits for the employee's dependents from the time the employee enters the military service until the government provides it for a period of up to six (6) months.

Section 4: Jury Duty Leave. Any employee who is required to report for and/or perform jury duty as prescribed by applicable law, for each day on which he reports for and/or performs jury duty during hours he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he would have earned from the Employer for the hours lost from work for jury duty not to exceed his regularly scheduled work day at his regular straight time hourly rate of pay up to a maximum of sixty (60) working days. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work on his shift for three (3) or more hours unless, such employee does so return to work.

- (a) In order to receive the payment above referred to, an employee must give the Employer prior notice that he was required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which he claims such payment.

Section 5: Leave Requests. Requests for leaves of absence must be made in writing to the Employer prior to the start of the anticipated leave of absence except, where it is impossible to do so.

ARTICLE VIII - PAID TIME OFF

Section 1: Paid Time Off Benefits. The following replaces the current sick leave and vacation language as follows:

- (a) In lieu of continuing the sick leave plan, the Commission will freeze the employee's accumulated sick leave as of December 1, 1986. Effective as soon as can be arranged after the effective date of this Agreement, the Employer will provide a fully paid sickness and accident insurance plan for non-work related sickness and accident, which is not compensable under the Michigan Workers Compensation Act, which will pay the employee two-thirds ($\frac{2}{3}$) of his/her normal gross straight time weekly pay for fifty-two (52) weeks, in coordination with all other benefits, commencing with the employee's first working day of accident, first working day of injury or eighth working day of sickness. An employee's continued absence or right to return to work will be subject to verification by an approved medical doctor and the doctor's certification that the employee may return with limitation or restriction to a job for which the Employer will make reasonable accommodation.

- (b) Effective October 1, 1995, paid time off may be earned and accumulated as of an employee's anniversary date of employment for each hour paid including overtime and paid time off as follows:

0 to 1 year	=	.0385 up to a maximum of 10 days per year
1 to 10 years	=	.0654 up to a maximum of 17 days per year
11 to 20 years	=	.0808 up to a maximum of 21 days per year
20 or more years	=	.0962 up to a maximum of 25 days per year

- (aa) Paid time off will be paid at the employee's regular straight time rate of pay in effect when the time off is taken.
- (bb) Paid time off may be accumulated up to a maximum of thirty (30) days.
- (cc) Paid time off requests shall be made as soon as possible prior to the desired time off. The granting of paid time off by the Employer will be done on a case-by-case basis without creating a precedent.
- (dd) Paid time off requests shall be in writing and approved by the employee's immediate supervisor.
- (ee) Employees will be allowed to use earned accumulated paid time off and/or frozen sick leave for personal illness or injury to supplement their sickness and accident benefits, provided it is not abused and there are sufficient employees on duty to perform the necessary work. The Employer may, for good cause, require medical proof of the necessity for said time off, in which event the involved employee shall be required to produce a statement from a qualified doctor certifying as to the necessity for such absence.
- (ff) Sick Leave Payoff. Upon the retirement or death of an employee, the employee or his estate shall receive an amount equal to one-half (½) of the employee's unused sick leave credits at the hourly rate he was paid on the last day he worked, based on eight (8) hours per day.

ARTICLE IX - FUNERAL LEAVE

Section 1: Funeral Leave Use. An employee requesting time off from his regular work shall be granted a period of not to exceed five (5) working days with pay for the purpose of arranging for and attending the funeral of his current spouse, children, parents, step-mother and step-father and two (2) working days with pay for the purpose of arranging for and attending the funeral of his grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-sisters and step-brothers, and half-sisters and half-brothers, and parents-in-law. One-half (½) of the day will be granted to any employee who was particularly close to a fellow employee for the purpose of attending his funeral, provided he can be spared from work. All funeral leaves must be taken on consecutive days in conjunction with the funeral/interment and where applicable said leave shall end no later than two (2) days after the funeral/interment.

Section 2: Funeral Leave Payment. A funeral leave payment shall not be made for any such day on which the employee for any other reason would have been absent from work. Additional time off from work up to five (5) days, will be granted without pay for the purpose of attending funerals that are in excess of five hundred (500) miles from Jackson County.

Section 3: Funeral Leave Eligibility. To be eligible for funeral leave with pay the employee must attend the same. If the Employer requests proof of death and attendance at the funeral, the employee must present such proof in order to receive the pay herein referred to.

ARTICLE X - HOURS OF WORK

Section 1: Work Day - Work Week Definition. The normal work day shall consist of eight (8) hours and the normal work week shall consist of forty (40) hours, Monday through Friday, both inclusive; however, nothing contained herein shall be construed to constitute a guarantee of eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

- (a) The normal day shift shall commence at 7:30 a.m. Jackson County time. Deviation for certain employees or all employees from the normal day shift due to seasonal weather conditions may be made from time to time or due to the change of Eastern Standard Time which may result in a shift starting not earlier than 6:00 a.m. or later

than 8:30 a.m. However, the Commission agrees to notify the employees at the very earliest time possible prior to any change in shift hours.

- (b) For the period that the Road Commission elects to be on four (4) day, ten (10) hour per day work week, it will normally be Monday through Thursday for all of the work force except rest area employees. Two (2) weeks advance notice will be given to the Association prior to the start of and termination of four (4) day work week.

Section 2: Length of Work Day - Work Week. The work day shall be a twenty-four (24) hour period starting at midnight and the work week shall be a seven (7) day period beginning and ending at midnight on Sunday.

Section 3: Rest Breaks. Employees will be entitled to a rest or break period of not to exceed ten (10) minutes duration normally between the hours of 9:30 a.m. and 9:45 a.m. and not to exceed ten (10) minutes duration normally between the hours of 2:30 p.m. and 2:45 p.m. during their shift wherever they may be on the job at the time they desire to take their break. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

- (a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, except as above provided and except for a ten (10) minute paid wash-up period, which shall be taken just prior to the end of each employee's work day. Employees shall be entitled to a thirty (30) minute unpaid lunch period between 12:00 p.m. and 12:30 p.m. or as determined by their Superintendent.
- (b) Employees shall punch in on the time card at the start of their shift, punch out at the end of their shift and any time they are authorized to leave work during their shift.

Section 4: Overtime. When overtime is to be worked, the Employer will endeavor to give the employees involved reasonable advance notice, if possible. When it is necessary to work overtime because of weather conditions, it shall be a condition of continued employment that employees work the necessary overtime. In non-emergency situations, if the Employer notifies an employee at least one (1) hour before the end of his

regular shift before the overtime is to be worked, the Employer shall have the right to require such employee to work the overtime. Employees will be excused from working overtime if they have an emergency situation and they shall be expected to give the Employer as much advance notice as is reasonably possible. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed during the normal work day prior to the overtime period, it shall be performed by the employee or employees who were performing the specific job prior to the occurrence of the overtime period. When the overtime is not a continuation of a specific job that was being performed during the normal work day and it is in addition to the work performed by those already called out, it shall normally be performed by the employees who are normally assigned to the job or work area involved and whose piece of equipment is being utilized.

Section 5: Overtime Pay. Time and one-half of employee's regular straight time hourly rate plus any incentive pay in effect at the time the overtime is worked shall be paid for all hours paid (holidays, vacations, paid sick leave, paid funeral leave and paid jury duty) in excess of eight (8) hours per day or ten (10) hours per day when on four (4) day weeks or forty (40) hours per work week. Under no circumstances shall there be any pyramiding of overtime.

Section 6: Notification. An employee must notify his/her immediate Superintendent, not later than one-half (½) hour prior to his/her starting time, if unable to report for work.

ARTICLE XI - WAGES

Section 1: Appendix A Incorporated. The job classifications and rate ranges applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 2: New Job Classifications. If during the life of this Agreement a new regular full-time or regular part-time job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in relation to established rate ranges for either regular full-time or regular part-time, whichever is applicable, job classifications covered by this Agreement, the Association shall have the right, within fourteen (14) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said fourteen (14) calendar day

period, the rate range assigned shall become permanent. In the event the parties cannot agree as to the appropriate rate, the issue shall be a bargaining subject during negotiations on a successor collective bargaining agreement.

Section 3: Fair Day's Work. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the Employer.

Section 4: Minimum Hiring Rate. Employees shall be hired at not less than the minimum of the rate range for the job classification to which they are assigned.

Section 5: Reporting Pay. An employee who reports for work at the start of his regularly scheduled shift and is sent home because there is no work available for him shall receive four (4) hours of pay for so reporting at the rate he would have received on his own job. If such employee is put to work he shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay in lieu thereof. This reporting pay provision shall not apply when the employee was advised in advance that there would be no work, was not reasonably available to receive such notice, has no telephone, or when offered work for such four (4) hour period refuses to perform the same. During "summer hours", the above guarantees shall be five (5) hours.

Section 6: Call-In Pay. Due to the nature of work administered by the Employer and in importance of the work for the health and welfare of the public, it is understood and agreed the ability and willingness of any employee to work at any time is a material and conditional part of his employment. Therefore, the employee to be called out will be determined on the basis of where the initial trouble spot occurs, by the needed classification, who shall also be utilized to take care of other trouble spots in other areas in his section. An employee who is called in outside his regular shift shall receive a minimum of two (2) hours of work or pay at one and one-half (1½) his regular straight time hourly rate for reporting for such duty, however, this provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift and who continue to work their regular shift thereafter. The Employer shall not send an employee home prior to the end of his regular shift to avoid the payment of overtime if the employee was called in less than two (2) hours prior to the start of his regular shift.

Section 7: Retirement. The Employer agrees to continue to participate in the Jackson County retirement program in accordance with the terms and the provisions

established from time to time by the Jackson County Retirement Commission. Eligible employees should make application therefore at least ninety (90) days prior to their anticipated date of retirement. Employees who retire under this or subsequent collective bargaining agreements, shall only be eligible to receive those benefits specifically set forth in the collective bargaining agreement in effect at the time of their retirement.

Employees retiring after October 1, 1994 under the normal retirement provisions and by-laws of the Jackson County Retirement Program who meet all of the requirements thereof, will be entitled to a retirement benefit of two and one-quarter percent (2.25%) of their final average compensation (FAC) as defined therein. Effective with the start of the 1990 Agreement, the employees will contribute five and one-half percent (5.5%) of their annual total salary to the retirement plan. The Employer agrees to contribute to the retirement fund up to five and one-half percent (5.5%). In the event additional contributions are required by the Actuary, the employees and the Employer shall equally contribute thereto.

Employees retiring on or after April 11, 2001, under the normal retirement provisions and bylaws of the Jackson County Retirement Program who meet all of the requirements thereof, will be entitled to a retirement benefit of two and one-half percent (2.5%) of their final average compensation (FAC) as defined therein. Effective the first full payroll period after April 11, 2000, the employees will contribute four and one-half percent (4.5%) of their annual total salary to the retirement plan and the Employer agrees to contribute up to four and one-half percent (4.5%). Effective the first full payroll period after April 11, 2001, the employees will contribute three and one-half percent (3.5%) of their annual total salary to the retirement plan and the Employer agrees to contribute up to three and one-half percent (3.5%). Effective the first full payroll period after April 11, 2002, the employees will contribute two and one-half percent (2.5%) of their annual total salary to the retirement plan and the Employer agrees to contribute up to two and one-half percent (2.5%). In the event additional contributions are required by the actuary, the employees and the Employer shall equally contribute thereto.

Employees with military service credit may purchase additional years of credited service provided that this results in no additional cost to the Employer and is permitted by law.

Section 8: Health, Drug, Vision and Dental Benefits. In the event a Comprehensive Health Insurance plan is enacted into law, which affects the Employer and the Association, the parties to this Agreement agree to participate in negotiating required

changes to the health benefits provided in this Section. The Employer agrees to provide group health insurance coverage for all regular, full-time employees who have completed sixty (60) calendar days of continuous employment, similar or superior to that which is provided herein, with the insurance carrier, Blue Cross and Blue Shield, or another carrier authorized to transact business in the State of Michigan or self or pool insurance by the Employer. The coverage shall be Predetermination I00/200, ML, FAE-RC Master Medical Option 1, including Drug Rider or similar or superior thereto.

- (a) For employees who are laid off or are on a leave of absence pursuant to Article VII, Section 2, the Employer will pay the employee's health, drug, vision and dental insurance for only the first four (4) months after the start of such layoff or leave. Thereafter, employees will be allowed to continue their vision, dental and health insurance coverage in accord with the Federally mandated COBRA act. Employees who desire to continue their health insurance coverage may do so by paying the monthly premium therefor by the first day of the month for which insurance coverage is desired.
- (b) The Employer agrees to pay the full cost for vision care for the employee and family, with the carrier being Blue Cross and Blue Shield Vision A-80 program or similar or superior program.
- (c) The Employer agrees to pay the full cost for dental care for employees and family, with the carrier being Blue Cross and Blue Shield Comprehensive Preferred Dental Program 50-50-50 MBL 1,000; OS-50 MBL 1,000 or similar or superior thereto.
- (d) Employees may elect to belong to a certified Health Maintenance Organization (HMO) or Physicians Health Plan (PHP) in lieu of electing Employer provided coverage and the Employer will contribute a sum equal to the HMO/PHP coverage.
- (e) The Employer agrees to continue to furnish health insurance benefits to retirees and their qualified dependents, with the carrier being Blue Cross and Blue Shield, or another carrier authorized to transact business in the State of Michigan or self or pool insurance by the Employer. The coverage shall be similar to MVF-I, \$3.00 drug co-pay, and shall be in coordination with Medicare-Medicaid and Social Security benefits. Retirees shall be construed to mean those employees eligible to receive benefits through an Employer authorized retirement system.
- (f) For the duration of this Agreement the Employer agrees to continue to contribute to an Employer sponsored deferred compensation plan

for and on behalf of employees who do not participate in Employer, sponsored health benefits as follows:

- (1) For those Association employees who willingly and voluntarily withdraw from an Employer-furnished medical coverage plan, the Employer will contribute the sum of \$85.00 per pay period to an Employer-sponsored deferred compensation plan for and on behalf of the employee withdrawing from the medical plan. This contribution will become effective commencing after the signing of this Agreement. Effective the first full payroll period after October 11, 2001, the contribution shall be increased to \$90.00 per pay period. Employees may continue to carry freestanding dental and optical coverage. Coverage for these items are not to be construed as part of the medical plan. The Association will remain receptive to a letter of understanding that addresses conversion to a Section 125 qualified cafeteria plan.
- (2) In order to qualify for the above contribution, the employee so affected must provide evidence, i.e. medical card from an alternate sponsored plan, to assure that secondary coverage exists.
- (3) Employer contribution will be added to the employee's base wage and contributed on a bi-weekly basis. Applicable FICA taxes will be contributed by the Employer and the employee on a bi-weekly basis.
- (4) Employer contribution on the employee's behalf will continue until one of the following events occurs:
 - a. Rescinding of this Agreement.
 - b. Termination of employment for whatever reason.
 - c. Elimination of duplicate coverage.
- (5) There will be no duplication of coverage available for any employee whose spouse is employed by the Employer. If the spouse elects family coverage there will be no pay in lieu of benefits. Brian Zimmerman shall be the only employee of the bargaining unit exempt from these provisions.

In the event a situation arises which would cause the employee to be without alternative health care, or in the case of rescinding this agreement, the employee may elect to be covered by a Employer

furnished health care plan. Coverage will commence so as to provide uninterrupted health care coverage for the employee.

This policy shall extend only to bargaining unit employees and shall become effective June 15, 1991.

Section 9: Life Insurance. For the life of this Agreement, the Employer agrees to furnish regular full-time employees who have completed their probationary period twenty thousand dollars (\$20,000) of group life insurance and twenty thousand dollars (\$20,000) accidental death and dismemberment.

Section 10: Insurance Qualification. It is understood and agreed participation in any of the referred to insurance plans requires properly signed application forms by each employee and the effective dates of coverage will be in accordance with the terms of such policy.

ARTICLE XII - HOLIDAYS

Section 1: Holidays Defined. The following days shall be recognized as legal holidays for which the Employer will not normally schedule work:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Independence Day	and Christmas Day

When any of the holidays occur on a Sunday, the following Monday shall be observed as the holiday and when the holiday falls on Saturday, it shall be observed on the preceding Friday. Qualified employees will receive eight (8) hours pay for each holiday. Qualified employees shall continue to be entitled to three (3) floating holidays per calendar year provided forty-eight (48) hours advance notice is given to the Employer and management determines the employee can be spared from work at that time.

Section 2: Holiday Eligibility. To be eligible for holiday pay, the employee must have been employed for a minimum of thirty (30) calendar days immediately preceding the holiday and must have worked or been paid for eight (8) hours on the last scheduled work

day before the holiday and the first scheduled work day following the holiday unless, the employee is on an authorized paid time off approved in advance of the start of such holiday or because of injury, illness or family death, any one of which occurred within five (5) working days prior to the holiday. Should injury, illness or death in the family, or unforeseen circumstances make it impossible for the employee to notify the Employer in advance, the employee must show proof that his absence was unavoidable.

Section 3: Holidays and Paid Time Off. When a paid holiday occurs during a paid time off which has been requested in writing seven (7) calendar days in advance, an employee will be paid for eight (8) hours straight time for such holiday, which shall not be charged as paid time off. He shall turn in the appropriate number of paid time off cards and one (1) holiday card. If the holiday falls on a day regularly scheduled during "summer hours", the employee shall be paid for ten (10) hours straight time if he otherwise complies with the terms of this Agreement.

Section 4: Holiday Pay. All work performed on any of the above-named holidays shall be paid for at one and one-half (1½) times the employee's regular straight time hourly rate, plus the holiday pay.

ARTICLE XIII - GENERAL

Section 1: Personnel Rules. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint relative to the reasonableness of any rule established or the discriminatory application thereof will be considered as a grievance and subject to the grievance procedure contained in this Agreement. Current rules and regulations are contained in Appendix B, attached hereto and by this reference incorporated herein.

Section 2: Bulletin Board. The Employer will provide space for a bulletin board four (4) feet by four (4) feet in size, in each district garage upon which the Association shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 3: Supervisors Working. So long as an employee is classified as a supervisor by the Employer he will be primarily used to supervise regular employees covered by this Agreement. However, this provision shall not be construed to prevent

supervisors from performing such manual work as the Commission may require, and for the purpose of instruction, supervision, investigation, inspection, experimentation, or in case of emergencies.

Section 4: Subcontracting. The Employer may subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or whenever management determines it would be in the Employer's best interest provided, it does not result in the direct layoff of a bargaining unit employee.

Section 5: License - Driving Requirements. It is understood and agreed that it shall be a condition of continued employment that all employees must meet at all times and comply with any and all standards, regulations and/or license requirements of State and Federal governments and must at all times possess a group "A" commercial drivers license with applicable endorsements.

- (a) The Employer agrees to provide for the bi-annual physical examination, conducted by the Employer's doctor of each driver at no cost to the employee. Physical Examinations will include testing for the presence of alcohol, illegal drugs, and/or controlled substances. Physical examinations will be scheduled during off duty hours or at the employee's choice, utilizing accrued paid-time-off benefits.
- (b) Each employee, excluding janitorial, building and grounds, part-time, temporary and seasonal personnel shall be required to obtain and maintain a class "A" commercial drivers license at his own expense.
- (c) The Employer agrees to pay for any endorsement it requires of any employee.
- (d) Any driver who accumulates six (6) or more points must attend state approved driving classes at his own expense and time.
- (e) Every employee shall immediately notify the Clerk, in writing of the suspension or revocation of their driver's license. Any employee with a CDL must notify the Clerk of every conviction or a traffic violation (except parking) within thirty (30) calendar days of said conviction. Failure on the part of the employee to notify the Clerk of said traffic violation conviction shall be justifiable grounds for termination. Employees who have their CDL suspended shall be allowed to exercise their seniority to bump to an open non-driving position at the applicable rate thereof or be suspended for up to 90 days without pay.

benefits, and accumulation of seniority. If the suspension is in excess of 90 days, it shall be just cause for termination, if no open non-driving position is available. If an employee is terminated and the Employer deems a position becomes open within one (1) calendar year of his termination, the employee shall have the ability to bid on that position if he otherwise is the best qualified. Should the employee be awarded the job by management, he shall return to work as a new employee. If an employee, for medical reasons, has his CDL suspended, he shall have the right to a disability transfer pursuant to Article VI, Section 8.

Section 6: Health Examinations. Physical and mental examinations may be required of all employees of the Employer, such examinations to be made by a physician chosen by the Employer. All present and future employees may be required to have a regular physical and mental examination at such intervals as shall be fixed by the Employer or whenever requested by the Employer prior to returning from absences due to illness or injury. Such periodic examinations to be made by a physician chosen by the Employer, and shall be at the expense of the Employer. Employees required to report for physical or mental examinations shall be paid at their straight time hourly rate for the time required. If a physical or mental examination performed by a medical doctor of the Employer's choice at the Employer's expense reveals such physical or mental unfitness, the Employer reserves the right to require employees who are not physically or mentally fit to perform their duties satisfactorily to take either sick leave or a leave of absence without pay. If the employee disagrees with such doctor's findings then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the Employer and the Association shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally between the Employer and the Association and his findings shall be binding on the employee, Employer and Association.

The Employer, at its cost, shall have the right to cause an employee to be examined and/or tested for being under the influence of alcohol, illegal drugs and/or a controlled substance anytime management has reasonable suspicion to believe an employee is under such influence. If the employee refuses, he shall be subject to a ninety (90) day suspension without pay, benefits and accumulation of seniority for the first refusal and automatic termination for a second refusal anytime within twelve (12) consecutive months thereafter.

Section 7: Safety Committee. The Employer and the Association, as part of the present Safety Program, will establish a Safety Committee consisting of four (4) hourly employees, the County Highway Engineer, Clerk, one (1) Sectional Superintendent and a representative of the Board of Road Commissioners. The bi-monthly safety committee meeting may be called by any member of said Committee upon reasonable advance notice to the other member which meeting shall commence no later than 4:00 p.m. The minutes of such safety meetings shall be posted on the bulletin board and a copy given to the president of the Association in order to keep everyone safety conscious. Unusual and extremely dangerous hazards and all serious violations of a safety practice shall be immediately reported, in writing, to the Clerk of the Board of Road Commissioners. The Clerk to the Board of Road Commissioners shall have the reported violation or hazard investigated and take appropriate action and report back to the safety committee within a reasonable period of time thereafter. Safety committee members and all other employees are expected to bring any and all unsafe matters to their immediate superintendent, in writing, prior to bringing such matters up before the safety committee. Any employee detected not wearing the necessary protective clothing or utilizing the proper safety equipment or violating a safety rule or good safety practice shall, pursuant to the provisions of the Michigan Occupational Safety and Health Act, be subject to disciplinary action, fine or in flagrant cases to discharge. The Association agrees to give its total support to the education of its members and enforcement of good safety practices.

Section 8: Tool / Clothing Allowance. The Employer agrees to provide mechanics with uniforms. All other employees not receiving uniforms or uniform allowances from any other source shall be paid the first full payroll period after July 1, 2000, and each July thereafter, the amount of \$100.00 for clothing allowance.

There shall also be a \$100.00 tool allowance for mechanics, effective July, 1997, and each July thereafter. Effective July, 2000, and each July thereafter, the tool allowance for mechanics will be increased to \$125.00. The mechanic must be employed in the classification on the first pay period of July of each year that payment is made. There shall be no proration of benefits for employees leaving the employ after the payment due date and before the next payment date.

Section 9: Reporting Injuries. The responsibility for reporting all on-the-job injuries rests squarely with the employee. The Employee must file for Workers Compensation, in writing, on forms prescribed by the Employer's insurance carrier as soon as the employee is able after receiving his injury. An employee suffering an injury arising out of and in the course of his employment who is required to leave his job will be paid from

the time of his injury to the end of his shift on the day of such injury. In the event such employee is required on days subsequent to the initial injury to report at the doctor's office during his regularly scheduled working hours for dressing or treatment of the injury sustained, he shall be paid his regular straight time hourly rate for such time as was necessarily lost for this purpose from his shift while reporting to the Employer's doctor.

Section 10: Inspection. An employee's lunch box, tool box, other packages, locker and automobile (truck), if parked on Employer's premises, are subject to inspection by the Employer at any time for drugs, controlled substances, alcohol, theft, weapons or anything of equal magnitude.

An employee's locker or automobile (truck) shall be inspected only upon reasonable suspicion. This shall not limit any gate inspection of employees' lunch buckets or packages upon entrance to or exit from any of the Employer's premises.

Section 11: Transportation Reimbursement. In the event, in the discretion of the Employer, it is deemed best that an employee transport himself in his own vehicle from his base garage to any job location in the County, he shall be compensated therefor at the flat rate of seven dollars and fifty cents (\$7.50) per day for such transportation. Effective at signing, the flat rate will be increased to eight dollars (\$8.00) per day for such transportation. Effective October 11, 2001, compensation will be increased to a flat rate of eight dollars and fifty cents (\$8.50) per day for such transportation.

Section 12: Past Practices Clause. It is understood and agreed that this Agreement replaces any and all practices, policies and procedures relating to the wages, hours and working conditions of the bargaining unit employees and that any previous fringe benefits or working conditions not incorporated herein by reference are hereby negated.

Section 13: Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 14: Alternative Dispute Resolution Procedure. The Employer may implement a voluntary Alternative Dispute Resolution (ADR) Policy and Procedure for the final and binding resolution of all claims, controversies, and disputes involving any matter not covered by this Agreement.

Section 15: Limitations Period. No charge or complaint may be brought against the Employer or Association by any person based upon any alleged violation of this Agreement after six (6) months have elapsed from the occurrence of the event upon which the charge or complaint is based.

Section 16: Payroll Records. The Employer shall provide the Association with a copy of bargaining unit monthly payroll reports upon request. The Association and bargaining unit employees understand and agree to waive their rights to the confidentiality, if any, to their payroll information and hold the Employer harmless from any and all claims which may result from the release of said information to the Association.

ARTICLE XIV - ASSOCIATION MEMBERSHIP AND CHECK-OFF

Section 1: Association Membership. Employees who, as of the date of execution of this Agreement, have completed their probationary period shall, except as provided in sub-paragraph (a) below, as of the thirty-first (31st) day from the date of execution of this Agreement, become members of the Association or cause to be paid to the Association a representation fee uniformly required of all non-Association members. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall, upon completion of their probationary period or thirty-one (31) days from date of hire, rehire or transfer into the bargaining unit, whichever is the latter, become members of the Association or cause to be paid to the Association a representation fee uniformly required of all non-Association members.

- (a) Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organizations as a condition of employment; except that such employee may be required in lieu of paying the monthly Association dues uniformly required of all Association members, to pay sums equal to such dues uniformly required of Association members to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue

Code, chosen by such employee from the following three such organizations: (1) United Way, (2) Salvation Army or (3) Red Cross.

Section 2: Dues Check-Off. During the term of this Agreement, the Employer shall deduct uniform membership dues, and initiation fees or the representation fees from all employees who have submitted a properly executed payroll deduction authorization form. In the event an employee does not execute a payroll deduction authorization form, the Employer shall, pursuant to MCL 408.477; MSA 17.277(7), and at the request of the Association, either deduct the uniform membership dues, and initiation fees or the representation fees. The Association shall annually certify in writing the amount of the uniform membership dues, initiation fees or representation fees to be deducted, which amounts can only be changed once a year. The Employer shall deduct said dues or fees in equal amounts from employees' pay in the second pay period of each month and shall properly remit all amounts so deducted to the Treasurer of the Jackson County Road Commission Employees Association as designated by the Association, or to the Charitable fund chosen by the employee pursuant to Section 1(a) above. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this Article.

- (a) In the event of legal action against the Employer brought because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its counsel, provided:
 - (i) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it desires; and
 - (ii) The Employer gives its complete cooperation to the Association in securing and giving evidence, obtaining witnesses and making relevant information available; and
 - (iii) The Association has full authority to settle any claim that is brought provided; all costs, expenses, and any liability is borne by the Association.

ARTICLE XV - DURATION

THIS AGREEMENT shall become effective as of the 16th day of MARCH, 2000, and shall remain in full force and effect until 12:01 a.m. on the 31ST day of MARCH, 2003, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to its expiration or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

**JACKSON COUNTY ROAD COMMISSION
EMPLOYEES ASSOCIATION:**

Jack Hutchings
Jack Hutchings, President

Dewey Graves
Dewey Graves, Vice-President

George Bartell
George Bartell, Secretary-Treasurer

Glen Frey
Glen Frey, Trustee

Richard Hoskins
Richard Hoskins, Trustee

**JACKSON COUNTY BOARD OF COUNTY
ROAD COMMISSIONERS OF**

Robert M. Zenz
Robert M. Zenz, Chair

Karl A. Schmidt
Karl A. Schmidt, Vice Chairman

Elwin M. Johnson
Elwin M. Johnson, Member

Laure Fiero
Laure Fiero, Clerk

ASSOCIATION NEGOTIATOR:

Arthur R. Przybylowicz, Esq.
White, Przybylowicz, Schneider & Baird, PC
2300 Jolly Oak
Okemos MI 48864
*517/349-7744

COMMISSION NEGOTIATOR:

Michael R. Kluck, Esq.
Michael R. Kluck & Associates
4265 Okemos Road, Suite G
Okemos MI 48864
*517/349-7610

APPENDIX A

JOB CLASSIFICATION & HOURLY RATES OF PAY

Section 1: Job classifications are hereby established within the following Labor Groups:

LABOR GROUP I

This labor group will consist of those positions categorized as non-operating such as, but not limited to: janitors, rest-area maintenance, flag persons, semi-skilled laborers, building and grounds maintenance. Employees occupying this labor group shall be exempt from the requirement of obtaining a Group A CDL.

LABOR GROUP II

All other employees engaged in some manner of road maintenance and support services shall be known as operating personnel and will be required to hold a Group A CDL.

LABOR GROUP III

This labor group will consist of mechanics engaged in vehicle maintenance and repair. Mechanics will be required to hold a Group A CDL. In addition, employees classified as Mechanics shall be required to hold and maintain as a condition of employment full State of Michigan certification in all areas of master auto and heavy duty truck repair. Mechanics, who are unable to obtain and/or maintain said certification after their second try, which must be completed within six (6) months, may exercise their seniority to bump into any lower paying labor group for which they are qualified with break-in, but without training.

INCENTIVE WAGES:

In an attempt to promote efficiency and individual recognition, this incentive provision is adopted. Individuals operating the following types of equipment will be paid the corresponding wage indicated for all hours during which the equipment is operated in addition to their base wage rate except, for Section 9 (a) and (c) of Article VI:

INCENTIVE EQUIPMENT	
Motor Grader	1.30
Bulldozer	1.25
Bituminous Distributor	1.05
Backhoe	1.05
Hydraulic Excavator	1.05
Extended Arm Mower	1.05
High Ranger (Excluding those assigned to the sign shop)	1.05 *
Front End Loader	1.00
Chip Spreader/Paver	.95
Catch Basin	.75
Street Sweeper-Self Propelled	.75
Roller (Excluding Curb Roller)	.75
5 th Wheel and Double Bottom	.75
Jetter	.75 *
Temporary Group Leader	.75
* Effective upon the first full pay period after signing	

In addition to the above incentive wages, employees who may be selected as Assistant Sectional Superintendents will be granted an additional rate of \$.50 per hour added to their base wage rate. Assistant Superintendents may only hold title to one (1) piece of incentive equipment at any one (1) time.

Whenever a designated operator of a piece of incentive classified equipment is readily available, that operator shall be assigned to operate that piece of equipment. If a piece of equipment is transferred to another section as an additional piece of equipment versus substituting that piece of equipment for another piece of equipment, and that operator is readily available, that operator shall be also transferred during the duration of the equipment transfer.

However, the Employer will not be obligated to assign the designated operator to said piece of equipment if said operator is not readily available or the assignment is for less than a full work day of either eight (8) or ten (10) hours, whichever is applicable. Nor will the Employer be obligated to assign the designated operator for the front end loader during winter road maintenance, gravel patching, and hand chipping, and other such specialized operations.

Section 2: The following hourly rates of pay are hereby established and shall become effective on the dates indicated. It is understood and agreed when an employee bids to a higher job classification, he may be paid the twelve (12) month rate anytime, if in the judgment of his Superintendent, he is deemed to be qualified for such higher rate:

Effective The First Full Payroll Period After: SIGNING			
CLASSIFICATION	Beginning Date	6 Month in Grade Rate	12 Month in Grade Rate
Regular Part-time	\$8.85	\$8.85	\$8.85
Labor Group I	\$13.90	\$14.01	\$14.13
Labor Group II	\$14.20	\$14.30	\$14.41
Labor Group III	\$15.32	\$15.43	\$15.54

Effective The First Full Payroll Period After: APRIL 1, 2001			
CLASSIFICATION	Beginning Date	6 Month in Grade Rate	12 Month in Grade Rate
Regular Part-time	\$9.14	\$9.14	\$9.14
Labor Group I	\$14.35	\$14.47	\$14.59
Labor Group II	\$14.66	\$14.76	\$14.88
Labor Group III	\$15.82	\$15.93	\$16.05

Effective The First Full Payroll Period After: APRIL 1, 2002			
CLASSIFICATION	Beginning Date	6 Month in Grade Rate	12 Month in Grade Rate
Regular Part-time	\$9.44	\$9.44	\$9.44
Labor Group I	\$14.82	\$14.94	\$15.06
Labor Group II	\$15.14	\$15.24	\$15.36
Labor Group III	\$16.33	\$16.45	\$16.57

Signing Payment: Eligible employees of the bargaining unit will receive a signing payment in the gross amount of \$400.00. This payment will not be rolled into base wages and will be subject to standard withholding. There will be a pro-rata distribution for any employee hired after October 11, 1999. No signing payment will be made to anyone not on the active payroll at the date this Contract is signed by the Board. William Truitt will be entitled to the signing payment.

Section 3. When an employee is awarded a job through the bidding procedure for which the rate range is higher than the rate range for the job from which he bid, he shall be placed in the lowest step of the classification to which he bid which will result in a wage increase. Upon completion of twelve (12) calendar months of continuous employment in the classification, he shall receive the maximum rate of the job classification.

Section 4: When an employee who bumps into or through the bidding procedure is awarded a job for which the rate range is less than the rate range for the job from which he bid or bumps, such employee shall receive the applicable hourly rate of pay for the job classification to which he bid or bumped commensurate with his length of employment.

Section 5: The Employer shall determine whether, where, when, who and how many temporary group leaders it will utilize at any given time. Temporary group leaders, for the periods during which they satisfactorily performed the required duties, shall receive the applicable rate as provided under the incentive pay provision contained herein, in addition to their regular straight time hourly rate. When an employee ceases to function as a temporary group leader or is on a temporary transfer, he shall no longer receive the additional compensation hereto provided.

APPENDIX B

Section 1: For the violation of any of the following rules, an employee shall be subject to discharge or suspension without pay for a period of up to two (2) weeks at the discretion of the Commission or its representatives.

- (1) Gross neglect of duty or refusal to comply with Commission's instructions unless such instructions are injurious to employee's safety or health.
- (2) Gross insubordination.
- (3) Immoral, indecent or dishonest conduct.
- (4) Intentional falsification of Commission records.
- (5) Knowingly marking the timecard of another, having one's timecard marked by another or unauthorized altering of a timecard.
- (6) Theft or intentional destruction of Commission's or another employee's property or removal of County property from Commission's premises without authorization from the Commission.
- (7) Sleeping on the job.
- (8) Unauthorized use of Commission trucks and/or equipment.
- (9) Deliberate or reckless conduct endangering the safety of himself or others.
- (10) Major chargeable accident after full investigation.
- (11) Deliberate concealment of any vehicle accident.
- (12) Profane, abusive, threatening or coercive treatment of members of the public.
- (13) Absence from work for three (3) consecutive regularly scheduled working days as provided in Article VI, Section 4(c), of the labor agreement.

- (14) Possession of a firearm, weapon or explosive while on duty or on Commission property without authorization from the Clerk of the Board of Road Commissioners.
- (15) Leaving a work assignment without authorization or without an excuse acceptable to his supervisor.
- (16) Fighting on the Commission's time or premises.
- (17) Violation of a safety rule or safety practice resulting in an injury to himself or another person.
- (18) Any offense of equal magnitude to the above.

Section 2: For the commission of any of the following offenses, an employee shall first receive a written warning notice. In the event an employee commits the same offence a second time within a twelve (12) month period, he shall be given a disciplinary layoff without pay for a period of up to three (3) days. If an employee receives three (3) written warning notices (for the same or different offenses) within a twelve (12) month period, he shall be subject to discharge.

- (1) Late to work without an excuse acceptable to the District Superintendent.
- (2) Carelessness which necessitates the scraping or repairing of Commission's equipment or property or someone else's property.
- (3) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job during working hours without permission of the District Superintendent.
- (4) Smoking in unauthorized areas.
- (5) Use or possession of unauthorized literature, materials, or devices on the Commission's time or premises.
- (6) Violation of a safety rule or safety practice or unsafe use of equipment.

- (7) Failure to report for work without giving the Commission advance notice unless it was impossible to give such advance notice.
- (8) Creating or contributing to poor housekeeping in and around building or equipment.
- (9) Vending, soliciting or collecting contributing on the Commission's time or premise with authorization from the Commission.
- (10) Posting, removing or defacing any matter on the Commission's bulletin boards or property without authorization by the Commission.
- (11) Permitting any person who is not an employee to enter or ride in a County vehicle without authorization of the Commission, except in dire physical emergency.
- (12) Failure to attend meetings called during working hours by the Commission without an excuse acceptable to the Commission.
- (13) Failure to properly report malfunctioning items or repairs needed on Commission trucks or equipment.
- (14) Consistently unavailable to accept to respond to emergency calls.
- (15) Failure of an employee to perform the work in his classification, reasonably within his capabilities, which is assigned to him. This includes leaving the job site early and coming into the employee's base early after leaving the job site early.
- (16) Failure to follow designated routs as instructed.
- (17) Distributing or circulating literature, petitions or any written or printed matter of any description on the Employer's time without permission from the Employer.
- (18) Violations of traffic laws and regulations while operating Employer's equipment.

- (19) Entering any establishment that sells alcoholic beverages for consumption on the premises and/or parking a County vehicle at such an establishment while on duty, unless authorized to do so by the District Superintendent.
- (20) Solicitation or acceptance of a fee, gift or other thing of value from any person in connection with the employee's work.
- (21) Violation or abuse of paid sick leave. The purpose and intent of paid sick leave is to provide the employee with continuity of income during an actual illness of the employee. Any other use of paid sick leave will be considered an abuse of same under this rule.
- (22) Taking lunch or rest break at times other than specified in the contract, driving Commission vehicles to a rest or eating establishment which results in a deviation from their work assignment or congregating at eating places where such results in parking more than two (2) vehicles being operated by ASSOCIATION MEMBERS there at any one time. Exceptions will be made for justifiable reasons, or in case of an emergency or while working or while working overtime and such stopping is reasonably necessary.
- (23) Any other offense of equal magnitude to the above.

Appendix C

Certification of Health
Care Provider
(Family and Medical Leave Act of 1993)

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division



OMB No.: 1215-0181
Expires: 06-30-02

1. Employee's Name

2. Patient's Name (If different from employee)

3. The attached sheet describes what is meant by a "serious health condition" under the Family and Medical Leave Act. Does the patient's condition qualify under any of the categories described? If so, please check the applicable category.

(1) ___ (2) ___ (3) ___ (4) ___ (5) ___ (6) ___ , or None of the above ___

4. Describe the medical facts which support your certification, including a brief statement as to how the medical facts meet the criteria of one of these categories:

5.a. State the approximate date the condition commenced, and the probable duration of the condition (and also the probable duration of the patient's present incapacity¹ if different):

b. Will it be necessary for the employee to take work only intermittently or to work on a less than full schedule as a result of the condition (including for treatment described in item 6 below)?

If yes, give the probable duration:

c. If the condition is a chronic condition (condition #4) or pregnancy, state whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity²:

6.a. If additional treatments will be required for the condition, provide an estimate of the probable number of such treatments:

If the patient will be absent from work or other daily activities because of treatment on an intermittent or part-time basis, also provide an estimate of the probable number of and interval between such treatments, actual or estimated dates of treatment if known, and period required for recovery if any:

b. If any of these treatments will be provided by another provider of health services (e.g., physical therapist), please state the nature of the treatments:

¹ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

² "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom.

c. If a regimen of continuing treatment by the patient is required under your supervision, provide a general description of such regimen (e.g., prescription drugs, physical therapy requiring special equipment):

7.a. If medical leave is required for the employee's absence from work because of the employee's own condition (including absences due to pregnancy or a chronic condition), is the employee unable to perform work of any kind? _____

b. If able to perform some work, is the employee unable to perform any one or more of the essential functions of the employee's job (the employee or the employer should supply you with information about the essential job functions)? _____ If yes, please list the essential functions the employee is unable to perform:

c. If neither a. nor b. applies, is it necessary for the employee to be absent from work for treatment? _____

8.a. If leave is required to care for a family member of the employee with a serious health condition, does the patient require assistance for basic medical or personal needs or safety, or for transportation? _____

b. If no, would the employee's presence to provide psychological comfort be beneficial to the patient or assist in the patient's recovery? _____

c. If the patient will need care only intermittently or on a part-time basis, please indicate the probable duration of this need:

(Signature of Health Care Provider)

(Type of Practice)

(Address)

(Telephone number)

To be completed by the employee needing family leave to care for a family member:

State the care you will provide and an estimate of the period during which care will be provided, including a schedule if leave is to be taken intermittently or if it will be necessary for you to work less than a full schedule:

(Employee Signature)

(Date)

APPENDIX D

ALCOHOL/DRUG TESTING

The following provisions are not intended to modify either Section 5, or Section 6, Article XIII of the Collective Bargaining Agreement nor the Commission's policy on the abuse of Alcohol/Illegal Drugs and Other Controlled Substances, except as specifically provided herein.

I. INTENT:

The intent of this negotiated Appendix D to the Collective Bargaining Agreement is to inform bargaining unit employees who are required by law to have a Commercial Drivers License (CDL) of their rights, responsibilities, procedures and consequences when blood, urine or breath samples are taken in order to determine if they have illegal drugs or alcohol in their systems. It is agreed this Appendix D and the testing procedures must conform to State or Federal law, whichever is applicable.

- A. The Commission may, for the purpose of implementing drug and alcohol testing, enter into a consortium or use any third-party contractors to test employees for drugs and/or alcohol that meet the requirement of the Act and/or Regs, then in effect.
- B. The Union will be provided upon request, information from the Commission regarding the testing procedures, custody of samples, documentation, instructions, warranties, and other relevant data in its possession or that of the testing service, regarding the testing of bargaining unit employees in conjunction with the processing of a grievance protesting an adverse employment action.
- C. It is expressly understood that only the time necessarily spent by drivers during their regularly scheduled working hours submitting to and undergoing testing for drugs and/or alcohol will be paid time at the driver's regular straight time hourly rate.

- D. In the event the Commission determines that it will allow an employee to undergo referral to and evaluation by a substance abuse professional (SAP) and/or submit to treatment or a rehabilitation program as recommended by the SAP, it will do so only because it is expressly understood that it will not create a precedent. The cost of said referral, evaluation, and treatment shall be shared between the Commission's insurance carrier and the affected employee. The employee will be required to use accumulated paid time off in conjunction with FMLA leave. If an employee is allowed to participate in a rehabilitation program more than once, it shall not create a precedent.

II. INFORMATION AND TRAINING

- A. The Commission shall provide all employees who are subject to the Act with one hour of training annually and such additional time as required by the Act or Regs.
- B. The Commission shall provide each current and newly-hired employee who is subject to the Act with a copy of its Alcohol/Illegal Drugs and Other Controlled Substances Policy. Said employees shall be required to sign the Commission's Alcohol/Drug Policy Receipt at the time they are furnished said Policy as a condition of continued employment.
 - 1. Employees who desire to have a union representative present during any alcohol/drug testing must make a request and a representative will be made available as soon as reasonably possible. Employees subjected to testing during the Commission's regularly scheduled working day will be paid for the time necessarily lost from work, including one union representative, at their regular straight time rate of pay.
 - 2. All alcohol/drug training shall be considered working time for which the driver will be paid.
- C. The Commission will notify the Union of the name of the third-party contractor who will do the Commission's random drug/alcohol testing.

- D. All CDL holders who are considered to be performers of safety-sensitive functions shall be subject to random drug/alcohol testing.
- E. Reporting for work and/or having alcohol in the employee's system that exceeds 0.02 is prohibited conduct along with having any illegal drugs in one's system.
- F. Employees performing safety-sensitive functions who are taking prescription drugs which may affect the safety of others have an affirmative duty to get a written note from their doctor explaining what effects, if any, said drug will have on their ability to safely perform their job and furnish a copy of said note to their immediate supervisor.
- G. The Commission shall have the exclusive right to select the type of training, trainer, subject matter, and materials to be used whenever said training is mandatory and paid for by the Commission. Non-mandatory drug/alcohol training for which the employee may or may not be paid will be mutually agreed upon by the Union and the Commission.
- H. The Commission will provide the Union with advance notice and make available to each area representative selected by the Union an opportunity to participate in training provided to its supervisors regarding alcohol and controlled substances for purposes of reasonable suspicion testing. Participants will suffer no loss of pay from their regularly scheduled working hours while attending said training.

III. CONSEQUENCES FOR DRIVERS ENGAGED IN ALCOHOL, ILLEGAL DRUGS OR CONTROLLED SUBSTANCE MISUSE OR ABUSE

- A. The Union and the Commission jointly recognize that alcoholism and drug addiction are illnesses and people shall be treated for such in accord with the law. However, alcohol, illegal drug and/or controlled substance abuse or misuse is not protected behavior and employees will be subject to employment termination.
- B. The Commission agrees that any employee with an alcohol or drug abuse problem who initiates diagnosis, evaluation and

treatment **BEFORE** being caught will not jeopardize his/her job rights or job security so long as said employee satisfactorily completes a treatment program approved by a SAP and remains free of alcohol and drugs during a thirty (30) month period thereafter during which said employee will be subject to individual random testing. Alcohol/substance abuse problems will be handled in a confidential manner.

- C. Employees, as described in "B" above, while successfully participating in a Commission approved alcohol or drug abuse treatment program, will not be discharged or disciplined for the **FIRST** alleged alcohol and/or drug abuse act. During the period the employee is successfully completing the alcohol/drug treatment program (s)he will be placed on FMLA leave in accord with the terms of the Collective Bargaining Agreement.
- D. The question of whether the employee is successfully participating in a treatment or rehabilitation program shall be the sole determination of the Substance Abuse Professional.
- E. Progressive discipline for testing above 0.02 but below 0.04 percent, while at work, for alcohol in the employee's system may be allowed based on the circumstances and the employee's clean work record. Employees testing above 0.04 percent for alcohol and/or positive for illegal drugs in their system will be subject to immediate discharge in accord with the terms of the Collective Bargaining Agreement.
- F. Employees testing positive for legal but unauthorized controlled substances in their system at any time while at work, are subject to progressive discipline up to and including immediate discharge. Such disciplinary action shall be subject to the grievance and arbitration procedures of the Collective Bargaining Agreement.
- G. The following suggested procedure is contemplated for those bargaining unit employees testing at or greater than 0.02 but less than 0.04 percent alcohol concentration:
 - 1. A General Alert has been disseminated to drivers of an impending adverse weather condition which could result in their being called in to work, drivers are to remain in a fitness for duty condition until the alert is terminated. Any

driver testing above 0.02 but below 0.04 percent alcohol concentration will be suspended for up to three (3) days off work without pay for the first offense, thereafter the employee is subject to discipline or discharge.

2. In the event no General Alert of impending adverse weather condition is in effect and an employee is called in to work and tests above 0.02 but below 0.04 percent for alcohol concentration, (s)he will be prohibited from performing or continuing in a safety-sensitive function for twenty-four (24) hours and shall be counseled on the prohibitions from performing safety-sensitive functions within four (4) hours of using alcohol. The Commission agrees not to abuse the General Alert Provision.
3. If no General Alert of adverse weather condition is in effect and an employee who has been drinking alcohol is called in to work, the employee must notify the person calling that (s)he has been drinking and they will not be required to report for work for at least four (4) hours, but not later than the start of their regular shift. Employees agree not to abuse this provision.
4. Under no circumstances are employees to report for work with a alcohol concentration of 0.04 percent or greater because they will be subject to possible termination and lose their CDL. Generally stated, an average size person will test 0.04 percent for 45 minutes after consuming one bottle of beer.

IV. UNION REPRESENTATION AND NOTICE

- A. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings which may subject the employee to disciplinary action for which the employee is entitled to union representation. In order to assure affected employees of adequate representation, the Commission and the Union mutually agree to the following procedures:
 1. The Union will designate a primary and four (4) alternates to receive notice of testing and results of testing. Where practicable, the primary designated person will be the one

the Commission notifies. The Union will be responsible for providing the names, current addresses, and telephone numbers of the designated Union officials to receive notice.

2. The Union shall be provided with advance notice of any bargaining unit members who are selected for random, reasonable suspicion and return to duty or follow-up testing as required by the Act. Post-accident testing notice will be given as soon as reasonably possible.
 3. Upon notice by the Commission or request by the affected employee(s), the Union shall have one of their designated representatives sent to the testing site. The Commission will determine which representative can conveniently be spared from work.
 4. The MRO will be provided with the list of designated Union officials to receive notice of a positive test result. An employee who tests positive shall have the right to request his designated Union representative be allowed to participate in his discussion with the MRO. However, it is up to the MRO to decide whether to allow the Union representative to participate in the discussion.
- B. All time spent by the designated Union representative during his/her regularly scheduled working hours attending testing or representing the employee in investigatory meetings with management or any of its agents, shall be paid at the employee's regular straight time rate of pay.
- C. The Union will be provided a copy of all reports to the DOT submitted on behalf of the Commission.



