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10/31/2005

AGREEMENT

BETWEEN

**BOARD OF LENAWEE
COUNTY ROAD COMMISSIONERS**

-&-

**UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC**

EFFECTIVE: DECEMBER 22, 2000

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Lenawee County Road Commissioners

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of JANUARY, 2001, by and between the **BOARD OF LENA WEE COUNTY ROAD COMMISSIONERS**, hereinafter referred to as the "Employer" and the **UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC**, hereinafter referred to as the "Union".

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 and its employees. Recognizing that the interest of the Community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, 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. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agent with regard to wages, hours and other conditions of employment for all of its hourly rated employees, including office clerical employees, engineering and technical employees and excluding temporary employees, the secretary to the Commissioners, executives, and supervisors as specified in the Act.

Section 2. The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee because of race, color, creed, age, sex nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his/her membership or non-membership in the Union.

Section 3. The Union 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 Employer and the employees are vested solely and exclusively in the Employer.

Section 4. The Employer recognizes the Union's right to appoint or elect one (1) steward from each employee group, one (1) steward from the office and technical employees and a chief steward whose duties shall be to represent the employees within their jurisdiction within the grievance procedure as hereinafter provided.

Section 5. Authorized representatives of the International Union shall be permitted to visit the operations of the Employer during working hours to talk with officers, committeemen and stewards of Local Union 14723 and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the normal operations of the Employer, and must not interfere with the progress of the work force.

Section 6. The Union agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours which interfere with the normal operations of the Employer and must not interfere with the progress of the work force.

ARTICLE II. Union Security and Dues Check-Off

Section 1. Employees who, as of the date of execution of this Agreement, have completed their initial probationary period, shall, as of the thirty first (31st) day from the date of execution of this Agreement, as a condition of continued employment, either become members of the Union, or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, shall, upon completion of thirty one (31) days from their date of hire, rehire, or transfer into the bargaining unit become members of the Union, or cause to be paid to the Union a representation fee equal to the monthly Union dues uniformly required of all Union members as a condition of continued employment.

Section 2. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer by the first working day of each month, the Employer will deduct from their pay, each pay period, Union dues and initiation fee as designated by the International Treasurer of the Union and shall promptly remit any and all amounts so deducted to said International Treasurer of the Union. The Union 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. Revocation of dues check-off authorization may be terminated by the employee giving thirty (30) days written notice to the International Treasurer of the Union, as of the anniversary date of this Agreement, or upon termination of this Agreement.

ARTICLE III. Special Conferences

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

- A. Such meetings shall be held not more frequently than once each calendar month.
- B. Such meetings must be attended by the Chairman of the bargaining unit, or Chief Steward, and one (1) additional representative of the Local Union, a representative of the International Union, the Managing Director and other designated representatives of 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 agendas at least one (1) calendar week prior to such meeting. Discussions at such special conferences shall be limited to the items set forth in the agenda.

- D. Such special conferences shall be held during the regularly scheduled working hours. Employees permitted to be in attendance at said special conference shall be paid for all time necessarily lost from their regularly scheduled work while attending conferences.

ARTICLE IV. Grievance Procedure

Section 1. 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. An employee who believes he/she has a grievance must submit his/her complaint orally to his/her foreman within twenty four (24) hours (Saturdays, Sundays, and holidays excluded) after the occurrence of the event, or after the employee has knowledge or should have had knowledge of the event upon which the grievance is based. The employee may request that his/her steward be present when he/she presents his/her complaint to his/her foreman. The foreman shall give the aggrieved employee an answer within twenty four (24) hours (Saturdays, Sundays, and holidays excluded) after the complaint has been submitted to him/her. In the event the complaint is not settled in this manner, the complaint shall be processed by the employee to the first step of the grievance procedure.

FIRST STEP: An employee's grievance must be submitted in writing. All grievances shall state the facts upon which they are based, when they occurred, specify the section of the contract which has allegedly been violated, the desired corrective action to be taken, and shall be signed by the employee who is filing the grievance, and his/her steward, and shall be submitted to the employee's immediate supervisor or his/her designated representative within seven (7) working days after the occurrence of the event, or after the employee has knowledge, or should have had knowledge of the event upon which the grievance is based. The immediate supervisor or his/her designated representative shall give a written answer to the steward within two (2) working days after receipt of the written grievance. If the answer is mutually satisfactory, the steward shall so indicate on the grievance form

and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the immediate supervisor.

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 Union representative shall notify the Managing Director or his/her designee in writing within four (4) working days after receipt of the immediate supervisor's answer, of the desire to appeal. If such written request is made, the Managing Director or his/her designee shall meet with the Union representative within five (5) working days after receipt of the request to consider the grievance. The Managing Director or his/her designee shall give a written answer to the Union representative within five (5) working days after the date of such meeting. If the answer is mutually satisfactory, the Union representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Managing Director.

THIRD STEP: If the grievance has not been settled in the Second Step, and if it is to be appealed to the Third Step, the Union representative shall notify the Managing Director in writing within four (4) working days after receipt of the Managing Director's Second Step answer of the desire to appeal. If such request is made, the grievance shall be reviewed at a meeting between the Employer and/or its designated representatives, the Union's Grievance Committee and the International Representative of the Union, within fifteen (15) working days after receipt by the Managing Director of the notice of desire to appeal. A written answer shall be given by the Employer or its representative to the Union representative within fifteen (15) working days after the date of the Third Step meeting.

Section 3. If the grievance has not been settled in the Third Step, the parties or either party may refer the matter to either mediation under the Act or refer such grievance to arbitration provided such submission is made in writing to the Managing Director within ten (10) working days after receipt of the Third Step Answer.

- A. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Rules and Regulations, then obtaining, within thirty (30) days from the date of referral to the Managing Director as specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no authority to add to, subtract from, alter or modify the terms of this Agreement. However, nothing contained herein shall be construed to preclude the arbitrator, in his/her own judgment, from sustaining, reversing or modifying any alleged unjust discharge that may reach this stage of the grievance procedure. The arbitrator shall render his/her decision within thirty (30) days after the close of the hearing or the submission of briefs, unless the parties hereto agree to extend said time limits in writing. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally between the parties hereto. Each party hereto shall pay the wages and expenses of their respective representatives, members and witnesses who attend said proceedings.

Section 4. Time limits at any step of the grievance procedure may be extended by mutual written agreement. In the event the Employer fails or neglects to reply to a grievance at any step of the procedure within the specified time limit, the Union may process the grievance to the next step. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as settled on the basis of the Employer's last answer.

Section 5. Grievances involving more than one employee may be filed by the Chief Steward and shall be processed starting with the Second Step of the grievance procedure if it involves a district or at the Third Step of the grievance procedure if it involves the entire bargaining unit.

Section 6. Meetings of the joint grievance committees provided for in the Third Step of the grievance procedure shall start not later than 1:00 p.m. on the day for which they are scheduled. The Union committee members, not to exceed a total to four (4) in number, shall be paid their straight time hourly rate of pay for all time necessarily lost from their regularly scheduled work and shall be allowed to leave the job site in sufficient time to attend such meetings.

Section 7. The Employer shall be promptly informed in writing as to the membership of the Union's grievance committee and any changes therein.

Section 8. Wherever the words are used in this Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

ARTICLE V. Discharge Cases

Section 1. The Employer agrees that full-time employees who have completed their probationary period shall not be discharged without just cause from and after the date of this Agreement. If an employee's conduct justifies discharge, such employee shall first be suspended. In all cases of suspension, the Employer shall allow the suspended employee an opportunity to discuss his/her suspension with his/her steward before being required to leave the property of the Employer. Such initial suspension shall be for not more than five (5) 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 five (5) day period. During the period of initial suspension, the employee may, if he/she believes he/she has been unjustly dealt with, request a hearing in a meeting between himself and the Managing Director or his/her designee. After such hearing, or if no such hearing is requested, the Managing Director or his/her designee shall decide, dependent 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/she 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 Managing Director and/or his/her designee pursuant to Step 2 of the grievance procedure within two (2) working days after the Managing Director and/or his/her designee makes his/her decision as set forth above.

Section 2. In the event it should be decided under the grievance procedure that the employee was unjustly discharged or suspended, the Employer shall then 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 straight time earnings during the pay period

immediately preceding the date of the discharge less such compensation as he/she earned at other employment during such period or unemployment compensation benefits.

Section 3. Each employee and the Union will be tendered a copy of any written reprimand, suspension or disciplinary layoff entered on his/her personnel record within twenty four (24) hours of the action taken.

Section 4. In imposing discipline on a current charge the Employer will not use warning slips, reprimands, and records of suspension which are more than two (2) years old. Records excluded by this provision will not be admissible in any arbitration proceeding involving the discipline of an employee on said current charge.

ARTICLE VI. Strikes and Lockouts

Section 1. The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there will be no lockouts.

Section 2. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE VII. Seniority

Section 1. Seniority shall be defined as an employee's length of continuous full-time service with the Employer since his/her 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 full-time employee since which he/she 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, vacation, sick or accident leaves, or for layoffs for lack of work except as hereinafter provided.

Section 2. All new full-time employees shall be probationary employees until they have actually worked one hundred twenty (120) days. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular full-time employee status. During the probationary period, the employee shall have no seniority status and may be laid off or terminated in the sole discretion of the Employer without regard to his/her relative length of service or the grievance procedure. Upon the successful completion of his/her probationary period, the employee's name shall be added to the seniority list as of his/her last hiring date.

Section 3. A temporary employee is defined as an employee hired either seasonally or part-time who does not acquire any rights or privileges under this Agreement and whose employment does not exceed six (6) months in any calendar year. The Employer shall have the right to fill up to a maximum of fourteen (14) temporary positions during any calendar year.

Employees of the bargaining unit who are on layoff will be afforded a first right to refuse work of a temporary or seasonal nature. Bargaining unit employees who accept seasonal or temporary employment will receive only those wages and benefits normally afforded such temporary or seasonal employees. Acceptance or refusal of temporary or seasonal work by a laid off bargaining unit employee will not affect the employee's recall rights.

Section 4. The Employer will maintain an up-to-date seniority list for the production and maintenance employees and an up-to-date seniority list for the office and technical employees. Copies of the seniority lists will be posted on the appropriate bulletin boards, each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the respective seniority list in order of their last hiring dates, starting with the senior employee at the top of the list. If two (2) or more employees have the same 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.

Section 5. An employee's seniority shall terminate:

- A. If he/she quits, retires or is justifiably discharged.

- B. If, following a layoff for lack of work or funds, he/she fails or refuses to notify the Employer of his/her intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his/her last address on record with the Employer or, having notified the Employer of his/her intent to return, fails to do so within ten (10) working days after such notice is sent.
- C. If he/she is absent for five (5) consecutive working days without notifying his/her immediate supervisor or someone designated by the Employer to receive such notices prior to or within such five (5) day period of a justifiable reason for such absence. It is understood that employees are expected to notify the Employer that they will be absent not later than one-half ($\frac{1}{2}$) hour prior to the start of their shift from which they will be absent if reasonably possible to do so.
- D. If he/she accepts employment elsewhere while on a leave of absence, or does not return to work immediately following the expiration of a leave of absence, unless in the latter case, he/she presents evidence satisfactory to the Employer and to the Union that it was impossible for him/her to return to work at the expiration of such leave.
- E. When he/she has been laid off for lack of work, or funds, for a continuous period of time in excess of twenty four (24) consecutive months.

Section 6. When it becomes necessary to reduce the size of the work force for any reason whatsoever, probationary employees shall be laid off first unless they possess a specialized skill and there are no more senior employees who are available and who can satisfactorily perform the work of the probationary employee. Thereafter, the employees with the least seniority shall be the ones laid off providing senior employees possess the necessary skills to perform the available work of the laid off employee. In the event there are no senior employees who are then available and who can satisfactorily perform the work of those scheduled for layoff as above provided, then the junior employee shall be retained and the next least junior employee shall be laid off.

- A. When it is necessary to layoff employees for an indefinite period due to the lack of work or funds, the Employer will endeavor to give the affected employees at least five (5) regularly scheduled working days advance notice of such layoff.

Section 7. When recalling employees to work following a layoff, the senior employee on layoff status who can satisfactorily perform the available work will be the first recalled to work and shall be given a trial period of up to twenty (20) regularly scheduled working days to demonstrate that he/she has the ability to satisfactorily perform such job. If there are no employees on layoff status who can satisfactorily perform the available work as specified above, and the available work is of such nature that a normal employee should be able to learn to perform such work, the senior laid off employee in the bargaining unit who has the capability and the qualifications to satisfactorily perform the work and meets the requirements for the job shall be the one recalled and given the necessary training. If, under this section, there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

- A. If an employee is given a minimum break-in and training as above provided and demonstrates that with such break-in and training he/she is unable to satisfactorily perform such work, he/she shall then be returned to layoff status and not again be eligible for recall to work until work is again available in a job which he/she can satisfactorily perform without a break-in or training period to which his/her seniority entitles him/her.

Section 8. When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification, such vacancy shall be posted on the bulletin board for a period of three (3) regularly scheduled working days. The job posting shall contain the classification and equipment number which is open, the operation within the classification and equipment number which the successful bidder will usually be assigned to, the district which the successful bidder will usually work in, and the qualifications necessary to bid. However, it is understood and agreed that employees may be assigned to different operations within the classification so that the Employer can best utilize the equipment and manpower within the classification. An employee may bid by submitting a job vacancy

application form to the Managing Director. The vacancy shall be awarded to the senior employee so bidding who appears to have the present ability and other attributes to satisfactorily perform the work required in the classification without training. In the event there are no bidders for such vacancy or if, among those bidding therefor, there are none who have the above referred to qualifications, then the Employer shall be free to hire new, fully-qualified employees to fill such jobs. In the event the Employer is not able to hire a fully-qualified employee to fill such job, said employee shall be removed therefrom and a regular employee shall be placed on the job and given training. In the event the job vacancy is filled through the bidding procedure, the employee thus awarded the job shall be transferred thereto, as soon as practicable for a period of one (1) calendar year, commencing with his/her first actual day on the job. The purpose of the probationary period is to give the employee an opportunity to demonstrate that he/she has the ability, skills and other attributes to satisfactorily perform all aspects of the job during the four (4) seasons of the year. An employee may be removed or request to be removed from the job any time during the one (1) year probationary period that he/she demonstrated that he/she does not have the ability, skills, or other attributes to satisfactorily perform the requirements of the job in all four (4) seasons of the year. In the event the employee is removed from the job or requests to be removed, during his/her job probationary period, he/she shall bump the least senior employee in the last previous job classification and the employee bumped shall have the same right.

- A. Any employee awarded a job under the bidding procedure shall begin receiving the rate of the bid job when he/she commences work in the new classification.
- B. Any employee who is awarded a job under the bidding procedure shall not be awarded another job, the rate range of which is equal to or less than his/her present job, under the bidding procedure during the next succeeding twelve (12) months.
- C. Any employee who is removed from a job classification, or requests to be removed therefrom, for which he/she had bid because of his/her inability to perform the requirements thereof, as above provided, shall be ineligible to bid for another job during the six (6) month period following the date of the set back. The

Employer agrees to waive this restriction in exceptional situations.

- D. By mutual agreement of the Employer and the Union, 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 he/she occupies may be assigned, irrespective of his/her seniority, to an open job he/she is capable of satisfactorily performing, or may displace an employee with less seniority in a job classification he/she is capable of satisfactorily performing at the applicable rate of pay therefor.

Section 9. The Employer shall have the right to temporarily transfer employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, seasonal movements, or leaves of absence for the period of such absence. The Employer shall also have the right to temporarily transfer employees, irrespective of their seniority status, to fill jobs or temporary vacancies, or take care of unusual conditions or situations which may arise for a period of not to exceed six (6) months. It is understood and agreed that any employee temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he/she is temporarily transferred, but shall retain his/her seniority in the permanent job classification from which he/she was transferred.

- A. It is understood that when it is necessary to temporarily transfer an employee under this section, it is the objective to do so in an expedient manner with the least possible disruption of work. Employees who desire to have the opportunity to be temporarily transferred, and thus gain experience on a job, when a temporary vacancy occurs shall advise the Managing Director or his/her designated representative, in writing of such a desire. When a temporary vacancy occurs due to an employee being on approved vacation or leave of absence where the Employer had at least five (5) regularly scheduled working days advance notice of such anticipated absence, from among those employees who had notified the Managing Director or his/her designated representative, as above provided, the senior employee who has the ability to perform the work required will be transferred to the

temporary vacancy as of the beginning of the absence if he/she can be spared from his/her regular job classification. When a temporary vacancy occurs due to the absence of an employee because of illness or injury, within five (5) regularly scheduled working days after the Employer is made aware that the absence will be of a prolonged nature, from among those employees who had notified the Managing Director or his/her designated representative, as above provided, the senior employee who has the ability to perform the work required will be transferred to the temporary vacancy, if he/she can be spared from his/her regular job classification.

- B. If an employee is temporarily transferred for the Employer's convenience as provided in this section, to a job classification for which the rate range is lower than the rate range for his/her regular job classification, his/her hourly rate of pay shall not be reduced. If such temporary transfer is to a job classification for which the rate range is higher than the rate range for his/her regular job classification, he/she shall receive the rate of pay applicable for the job or his/her present rate, whichever is higher. The rate of pay for a probationary employee (one who has no seniority) shall not change unless and until said employee has satisfactorily completed his/her probationary period.

- C. In the event an employee is temporarily transferred to a higher rated job classification because of his/her desire to gain additional experience on the job, or if the Employer transfers the employee who is regularly assigned to that job, said employee shall continue to receive the hourly rate of pay of his/her permanent job classification. A "request for training" form will be provided to an applicant requesting training. Training, if approved, will be pursuant to Article VII Seniority, Section 9 as a temporary transfer not to exceed six (6) months. Once the Employer determines that an employee has completed training, it will so indicate in writing and if the employee then bids on a vacant position, the employee, if accepted for the vacant position, will be notified in writing that he/she is in a "probationary period" pursuant to Article VII, Section 8a. The employee shall continue to receive his/her rate of pay prior to the

bid for the first thirty (30) days, unless the employee is removed from said bid position prior thereto.

- D. When an employee at the start of the workday does not have his/her normal equipment for reasons other than his/her negligence, he/she shall be assigned to available equipment within his/her classification prior to any employee outside of the classification being assigned. The employee may be moved up or down within the unit to the extent he/she is qualified and shall be paid his/her regular rate of pay, before the assignment of a vacant piece of equipment is made to an employee who is not in that classification. Such assignments shall be limited to each district.

Section 10. If an employee is transferred to a position under the Employer not included in the bargaining unit, he/she shall not continue to accumulate seniority after said transfer. If the employee is allowed by the Employer to return to the unit, he/she shall return with the seniority earned in the bargaining unit.

Section 11. The President, Vice-President when replacing the President, elected Chief Steward, and Stewards, including the Office and Technical Employees Steward, 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, shall be considered as having more seniority than any other employee 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 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. The department referred to as the Office and Technical Division shall have its own departmental seniority. This will be for the purposes of bidding and it will allow each division (Production and Maintenance and Office and Technical) to bid on a permanent vacancy in either division but neither division can displace anyone on a permanent reduction in force or layoffs.

ARTICLE VIII. Leaves of Absence

Section 1. An employee who has completed his/her probationary period may be granted a leave of absence for personal reasons without pay and without loss of seniority for a period of not to exceed thirty (30) regularly scheduled working days in any calendar year, provided he/she obtains advance written permission from the Employer or its designated representative and can be spared from work for that purpose. Applications for such leave must be in writing on a form provided by the Employer. Leaves of absence will not be given for the purpose of enabling any employee to work for another Employer or to seek employment elsewhere, and any employee who obtains a leave of absence by misrepresenting the purposes therefore shall be discharged.

Section 2. Leave Under the Family and Medical Leave Act:

- (a) Leave Entitlement. An employee who has been employed by the Employer for twelve (12) months and who has completed twelve hundred fifty (1,250) hours of work during the twelve (12) month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 ("Act") in accordance with its provisions and the provisions of this Section.
- (b) Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the fifty-two (52) weeks immediately preceding the commencement of leave under the Act shall be the applicable measuring period.
- (c) Medical Certification. In order to be entitled to leave under the Act, an employee will be required to present a "certification of physician or practitioner" in form and in substance as deemed acceptable by the U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division.

The Employer shall have the right to have an employee obtain a second opinion from a second health care provider at the expense and request of the Employer.

- (d) Coordination of Other Leave. As part of the family or medical leave, the employee must first utilize any accrued sick leave, vacation leave, and/or

personal leave. Thereafter, if such paid leave has been exhausted, the remainder of the leave shall be unpaid.

- (e) Medical Certification of Fitness to Return to Work. The Employer, in its sole discretion, shall have the right to have an employee who has taken a leave under the Act, because of a serious health condition of the employee, examined by the Employer's experts to determine the employee's eligibility to return to work.
- (f) Continuation of Group Health Plan Coverage. The Employer will maintain the employee's coverage under any group health plan for the duration of the leave and under the conditions that coverage would have been provided if the employee had not taken the leave and, instead, had remained in active employment. "Group Health Plan" means any plan of, or contributed to by the Employer (including a self-insured plan) to provide health care (directly or otherwise) to the Employer's employees, former employees, or the families of such employees or former employees.

Section 3. The reinstatement rights of any employee who enters the Military Service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

Section 4. Leaves of absence without pay will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations and/or when called out due to temporary civil disorders provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

Section 5. The Employer agrees to grant reasonable time off without loss of seniority and without pay to an employee designated by the Union to serve in any capacity on official union business; (1) provided ten (10) days written notice is given to the Employer by the Union specifying the length of time off requested; (2) provided the length of time off does not exceed a total of twenty (20) calendar days per calendar year, except during years when an international convention is convened and in that event the length of time off shall not exceed a total of twenty (20) calendar days per calendar year; and, (3) provided no more than

three (3) employees shall be granted such time off for such purpose at any one time, except that only two (2) employees shall be granted time off to attend the International Convention.

Section 6. If an employee is elected or appointed to a job with the International Union requiring his/her uninterrupted presence and continued absence away from his/her job, he/she may be granted a reasonable time off without loss of seniority and without pay or benefits for a period of not to exceed one (1) year.

Section 7. An employee who has completed his/her probationary period who is required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for and/or performs jury duty during hours he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty not to exceed eight (8) hours of pay at his/her regular straight time hourly rate of pay. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on his/her shift for two (2) 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 written notice as soon as possible that he/she was required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment.
- B. An employee who is subpoenaed as a witness shall receive the difference between his/her regular daily rate, not to exceed eight (8) hours per day, and the money he/she receives as a result of being a witness. To be eligible for said money, the employee must notify in writing the Employer as soon as he/she receives his/her subpoena, must submit proof of payment received for witness duty, and must return to work as soon as possible after being dismissed from duty on a given day.

Section 8. 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.

Section 9. Maternity shall be treated in the same manner as any other non-compensable disability. An employee who is made aware of her pregnancy by her physician must notify the Employer. The commencement of, the length of, and termination of maternity leave shall be related to the employee's physical ability to perform her work and supported in writing by her physician. A request for a leave of absence other than for disability related to the pregnancy shall be considered a request for a personal leave of absence.

ARTICLE IX. Sick Leave

Section 1. All employees covered by this Agreement who have completed their probationary period shall accumulate one-half ($\frac{1}{2}$) day of sick leave for each month of service, not to exceed a total accumulation of two hundred forty (240) hours.

Section 2. In order to qualify for sick leave payment, the employee must report to the Managing Director, or someone by him/her designated, not later than one-half ($\frac{1}{2}$) hour prior to his/her normal starting time on the first day of absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible. In addition thereto, employees must notify the Managing Director or his/her designated representative one (1) hour prior to the start of their shift the day of their intended return.

Section 3. Qualified employees shall be eligible for paid sick leave from and to the extent of their unused accumulated paid sick leave credits in the following situations:

- A. When an employee's absence from work is due to his/her non-duty incurred illness or injury, provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or was not attributable to causes occurring while performing work for which he/she is paid by someone other than the Employer.

- B. When an employee's current spouse, children, or any person for whom he/she is totally responsible becomes ill or is accidentally injured, he/she shall be entitled to three (3) days of his/her accumulated sick leave credits when it is necessary for him/her to be absent.
- C. Upon the birth of an employee's child he/she may use up to three (3) days sick leave credits when it is necessary that he/she be absent from work for the purpose of caring for his/her other children.
- D. The Employer may, for good cause, require medical proof of the necessity for sick leave, after three (3) working days, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence.
- E. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal.

Section 4. Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5. All sick leave earned or accumulated, subject to the provisions of Section 1, will be paid to the employee's beneficiary, if said employee dies, at his/her then current rate of pay based on eight (8) hours per day. An employee who retires shall receive an amount equal to one-half (1/2) of the remaining unused accumulated sick leave pay at the hourly rate he/she was paid on the last day he/she worked based on eight (8) hours per day.

Section 6. In order to accumulate sick leave for any given month, an employee must actually work one hundred twenty (120) hours during said month. Paid vacation, holiday, funeral leave and jury duty shall count as hours worked for the purposes of this Section.

- A. Any employee off on a work or non-work related disability leave of absence arising from sickness or injury will be eligible for up to twenty-four (24) months of health, dental, drug rider and life

insurance. After six (6) months of disability leave, an employee will no longer accrue or be eligible for any other benefits. Seniority will accrue for twenty-four (24) months following the first day of absence and thereafter will terminate.

Section 7. On the first payroll period following the first year of this Agreement, and for each successive year thereafter, employees will be compensated at their straight time hourly rate for one-half (½) of the accumulated sick leave earned during the preceding year. A maximum of twenty-four (24) hours straight time hourly pay is payable to eligible employees. Employees must have reached the maximum accumulation under Section 1 before this Section applies.

Section 8. Indefinitely laid off employees will be paid all of their accumulated sick leave at the time of their layoff.

ARTICLE X. Funeral Leave

Section 1. An employee requesting time off from his/her regular work shall be granted a period of not to exceed four (4) working days with pay for the purpose of arranging for and/or attending the funeral of his/her current spouse, children and parents, and two (2) working days with pay for the purpose of arranging for and/or attending the funeral of his/her grandparents, grandchildren, brothers, sisters, daughter-in-law, son-in-law, parents-in-law, grandparents-in-law, brother-in-law, and sister-in-law.

Section 2. 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 Lenawee County.

Section 3. 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 XI. Hours of Work

Section 1. The normal work day shall consist of eight (8) consecutive hours and the normal workweek 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 workweek for office employees shall be Monday through Friday. The starting time daily, Monday through Friday, shall be 7:30 a.m.; the quitting time shall be 4:00 p.m., with one (1) hour off for lunch. The regular workweek shall consist of thirty seven and one half (37½) hours. All other employees shall work Monday through Friday 7:00 a.m. to 3:30 p.m., with one-half (½) hour for lunch.
- B. Night shifts shall be shifts starting not earlier than 3:00 p.m. or later than 5:00 p.m.
- C. The normal hours for janitors shall be from 10:30 p.m. until 7:00 a.m.
- D. The Weighmaster's time shall be flexible.

Section 2. Any shift that an employee starts work on, he/she shall receive payment including shift premium for the actual time he/she works on that shift. If an employee continues working into the next shift, he/she will receive pay including shift premium for hours worked on the shift he/she is then working on and continuing until such workday is completed.

Section 3. Employees shall be entitled to a rest or break period of not to exceed ten (10) minutes duration between the hours of 8:30 a.m. to 9:30 a.m. and of not to exceed ten (10) minutes duration between the hours of 1:30 p.m. and 2:30 p.m. during their shift wherever they may be 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. Therefore, an employee's immediate supervisor has the right to determine when a break period may be taken.

- 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 thirty (30) minute unpaid lunch period between 11:30 a.m. and 12:30 p.m. as determined by their foreman.
- 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.
- C. All employees shall be allowed ten (10) minutes, with pay, to complete their time card and wash-up. Said period shall be taken just prior to the end of each employee's workday.
- D. Breaktime for the Office and Technical employees shall be taken in accordance with their work schedule.

Section 4. 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 employment that employees work the necessary overtime. If the Employer notifies an employee at or before the end of his/her regular shift on the preceding regularly scheduled working day 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 urgent or compelling reason 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 on a straight-time basis immediately prior to the overtime period, it shall be performed by the employee or employees who were performing the specified job immediately prior to the occurrence of the overtime period.

- A. It is understood and agreed that if during overtime hours, an unforeseen event occurs requiring the Employer to have a given piece of equipment operated, or a given job performed, the

Employer may assign any available employee then working to said piece of equipment or job for a period of not to exceed four (4) hours.

Section 5. Time and one-half (1½) an employee's regular straight time hourly rate of pay shall be paid for all work performed or hours paid in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. Under no circumstances shall there be any pyramiding of overtime pay.

- A. When an employee is required to work on Sunday, he/she shall be paid double his/her straight time hourly earnings for the hours so worked except as otherwise provided in Section 5 of Article XII.
- B. Office employees shall not be eligible for overtime pay unless and until they have worked and/or been compensated for forty (40) hours in a work week.

ARTICLE XII. Wages

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

Section 2. If, during the life of this Agreement, a new job classification is created, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate ranges for other job classifications covered by this Agreement, the Union shall have the right within fifteen (15) 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 fifteen (15) calendar day period, the rate range so assigned shall become permanent. If in the event the parties cannot agree as to the appropriate rate, the issue shall be subject to the grievance procedure commencing with the Third Step thereof.

Section 3. 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. An employee who reports for work at the start of his/her regularly scheduled shift and is sent home because there is no work available for him/her shall receive three (3) hours of pay for so reporting at the rate he/she would have received on his/her own job. If such employee is put to work he/she shall be guaranteed a minimum of three (3) hours of work or three (3) 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 three (3) hour period, refused to perform the same.

Section 5. An employee who is called in outside his/her regular shift shall receive a minimum of two (2) hours of work or pay at time and one-half (1½) his/her regular straight time hourly rate for reporting for such duty provided, 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 have the right to send an employee home after the employee has worked eight (8) hours whether said hours worked are straight time hours, overtime hours, or a combination thereof. Hours worked prior to the start of an employee's regular work day shall be compensated at the overtime rate.

- A. An employee who is called into work on Sunday shall receive a minimum of two (2) hours work or pay at time and one-half (1½) his/her straight time hourly rate for reporting. If an employee works more than two (2) hours on Sunday, then he/she shall be paid for all hours worked at two (2) times his/her regular straight time hourly rate.

Section 6. The pension committee, consisting of up to two (2) representatives from the Union and up to two (2) representatives from the Employer shall have a pension committee meeting once annually to take place at a mutually agreeable date and time following receipt of the annual pension report. During the life of this Agreement, the Employer agrees to continue funding the pension program(s) at one percent (1%) Employer contribution to flex-vest and the following contributions to the defined benefit plan:

First (1 st) Year	\$111,644.00
Second (2 nd) Year	\$118,497.00
Third (3 rd) Year	\$125,350.00
Fourth (4 th) Year	\$132,203.00
Fifth (5 th) Year	\$139,057.00

The Committee will continue to meet annually to increase benefit levels as deemed acceptable by the Pension Committee with the seventy-seventy five percent (70-75%) vested funding level.

- A. Health Insurance. The Employer agrees to continue the present group health insurance coverage for each eligible employee, spouse and dependent(s), however, such plan will include the following health care cost containment provisions:

Pre-certification for hospitalizations (PREVENT)

\$5.00 prescription co-pay with generic rider (PD-MAC APDBP)

Master Medical Option I (\$100 single/\$200 2-person and family deductible, 80% co-payment general, 50% private duty nursing and out-patient psychiatric)

The Employer reserves the right to select and/or change the carrier for its plan provided that coverage remains the same or is greater than that provided for herein. The Employer will notify the Union in advance of any change.

An employee, who at his/her option, is eligible to retire pursuant to the Employer's retirement program, shall receive health care coverage for himself and the spouse he/she has at the time of retirement for the period the retirant is between age 62 and 65. The Employer will provide Medicare complementary coverage for the retirant at age 65 and the spouse the retirant had at the date of his/her retirement will be maintained under the basic health care coverage program until that spouse reaches age 65 at which time the Employer will provide Medicare complementary coverage to that

spouse. The divorce of the retirant will terminate the Employer's obligation to the spouse that the retirant had on the date of retirement. If the retirant remarries, the Employer will not be obligated to provide any coverage to any new spouse. The death of the retirant will terminate the Employer's obligation totally. Effective for employees who retire on or after November 1, 2001, spousal coverage, as defined in this section, will continue after the death of an eligible retiree.

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

For employees who are laid off or are on a leave of absence other than for illness or injury pursuant to Article VIII, Section 2, the Employer will continue to furnish health insurance coverage for the month following the month in which the layoff occurred or such leave of absence was granted.

- B. Life Insurance. The Employer will provide each non-probationary employee with Eight Thousand Five Hundred Dollars (\$8,500.00) of group life insurance coverage.
- C. Sickness and Accident Insurance. The Employer will provide for each eligible employee throughout the duration of this Agreement and at no cost to the employee, sickness and accident insurance coverage, which will provide Four Hundred Fifty Dollars (\$450.00) per week benefit for a maximum of twenty-six (26) weeks.
- D. Dental Insurance. The Employer agrees to furnish a dental program--comprehensive preferred plan with riders--CR 25-25-50 and MBL-800, or equal to all eligible employees.

ARTICLE XIII. Holidays

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

HOLIDAYS	
Memorial Day	Day after Thanksgiving Day
Independence Day	One-half (½) of a day the day before Christmas
Labor Day	Christmas Day
Veterans' Day	One-half (½) of a day the day before New Year's Day
Thanksgiving Day	New Year's Day
Afternoon of Good Friday	

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 either one-half (½) day or one (1) day of pay for each holiday, whichever is applicable.

Section 2. To be entitled to pay for the above days, an employee must work on the last scheduled workday preceding the holiday and the first scheduled workday following the holiday unless on an authorized paid leave of absence. Should injury, illness, or death in the family, or unforeseen circumstances make it impossible to notify in advance, the employee must show proof that his/her absence was unavoidable.

Section 3. If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and the employee shall receive his/her full vacation in addition to holiday pay as herein provided.

Section 4. All work performed on any of the above named holidays shall be paid for at one and one-half (1½) times the regular rate, plus the holiday pay.

ARTICLE XIV. Vacations

Section 1. All regular full-time employees having completed one (1) or more years of continuous employment with the Employer since their last date of hire, shall receive vacation with pay in accordance with Schedule "A." Vacation pay shall equal the employee's daily pay rate for each day of vacation at the employee's regular straight-time hourly rate:

SCHEDULE "A"

YEARS OF CONTINUOUS SERVICE AT ANNIVERSARY DATE	DAYS OF VACATION WITH PAY
1 Year	6
2 Years	9
3 Years to 9 Years	12
10 Years to 14 Years	15
15 Years to 19 Years	18
20 Years to 24 Years	25
25 Years and Over	30

Employees shall not be entitled to accumulate vacation leave and all vacation leave not used shall be forfeited.

Any employee eligible under Schedule A above for vacation in excess of five (5) weeks will receive pay in lieu thereof. Employees eligible for more than five (5) weeks of vacation will be paid for all vacation eligibility in excess of said five (5) weeks on the employee's anniversary date. The Employer and the employee may, by mutual agreement, agree to one (1) additional week of accrued vacation for those employees eligible for more than five (5) weeks of vacation with pay.

Section 2. An eligible employee may take his/her vacation at any time after his/her anniversary date for which he/she qualifies for a vacation upon giving the Employer ten (10) days advance written notice if reasonably possible to do so.

Requests for vacation periods may be for a period of not less than one (1) day. The Employer will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his/her request for vacation time off, his/her request will be given consideration.

Section 3. If two (2) or more employees request permission to take their vacation at the same time and both cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of the year, preference shall be given to the employee with the greater amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off.

Section 4. An employee will not be paid for vacation time while he/she is drawing sick leave benefits.

Section 5. If an employee, who is otherwise eligible for vacation with pay retires, dies, quits or is discharged on or after the anniversary date upon which he/she qualifies for such vacation with pay without having received the same, such employee, or his/her estate, will receive, along with his/her final paycheck, the vacation pay for which he/she qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he/she would have qualified for a vacation with pay, he/she will not be entitled to any portion of vacation pay for which he/she would have qualified on such anniversary date. However, if an employee retires under the Pension Plan, or dies prior to such anniversary date, he/she, or in the latter case, his/her designated beneficiary, shall receive a prorated share (as of the date of retirement or death) of the vacation pay for which he/she would have qualified as of the following anniversary date.

Section 6. Subject to the limitations of Article XIV, thirty-two (32) hours of usable vacation leave may be used for personal leave. Leave must be taken in increments of either one-half ($\frac{1}{2}$) day or one (1) full day. Leave must be requested by the employee and approved by the Employer twenty four (24) hours prior to leave, except in emergencies. Leave must be taken,, if in one-half ($\frac{1}{2}$) day increments, at the beginning of the employee's shift or at the beginning of the midpoint of an employee's normal workday.

ARTICLE XV. General

Section 1. 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, may be considered as a grievance and subject to the grievance procedure contained in this Agreement.

Section 2. The Employer will provide a bulletin board in each district garage upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 3. So long as an employee is classified as a supervisor by the Employer, he/she will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing such manual work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or in case of emergencies. It is understood and agreed that the purpose of this section is not to displace regular employees on a permanent basis, nor to regularly deny employees overtime or cause the layoff of regular employees. However, it is understood and agreed this section shall not preclude a supervisor who is called out at times other than his/her regular working hours from performing such work as may be necessary to take care of emergencies or correct a situation which does not require additional pieces of equipment which he/she would not normally use.

Section 4. The Employer will notify the Union of work to be contracted out. Union employees will be given the work if the following criteria are met: Employees, including laid off employees, are available; these employees have the ability to perform the work; the work can be performed within the required time; necessary equipment to perform the work is available; and the cost of performing the work is comparable to that cost which would be paid to the contractor.

However, the Employer reserves the right to subcontract work in the event of an emergency or when an executive order or an act or law enacted by the legislature of the State of Michigan or the Congress of the United States precludes performance of the work by Union employees as provided above.

Section 5. 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 and when requested by the Employer prior to the return from absences due to illness or injury, such periodic examinations to be made by the 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 such employee to take a leave of absence without pay who is not physically or mentally fit to perform his/her duties satisfactorily. If the employee disagrees with such doctor's findings, then the employee, at his/her own expense, may obtain a physical or mental examination from a medical doctor of his/her choice. Should there be a conflict in the findings of the two (2) doctors, then a third doctor mutually satisfactory to the Employer and the Union 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 Union as his/her findings shall be binding on the employee, the Employer and the Union.

Section 6. The Employer, as part of its present Safety Program, has established a Safety Committee consisting of two (2) hourly employees, two (2) supervisory employees, and a representative of the Board of Road Commissioners. The Employer shall adopt a written Safety Code. Unusual and extremely dangerous hazards and all serious violations of the Safety Code shall be immediately reported, in writing, to any member of the Safety Committee. The Safety Committee shall have the violation or hazard investigated and recommend appropriate action to be taken to the Managing Director. The members of the Safety Committee shall appoint a Chairman from among their members, alternating between Management and Union who shall have authority to convene the full committee at any time to resolve written violations of the Safety Code. The Safety Committee shall meet monthly to review safety rules and regulations, reported or potential hazards, written minor violations and any other items considered relevant to the safety of Lenawee County Road Commission employees.

Section 7. The Employer, where in its opinion the job requires protective clothing, will provide each employee with hard hats with liners, and those employees working as mechanics, welders, tire repairman, liquid calcium chloride distributor drivers, asphalt distributor operators and drivers, asphalt plant operator, paver operator, raker, screed operator and asphalt plant front-end loader operator, assistant asphalt plant operator, fuel man and roller operator, protective clothing, gloves and footwear when necessary in the operation of their duties without cost to the employees.

Section 8. The responsibility for reporting all on-the-job injuries rests squarely with the employee. The employee must file in writing, on forms prescribed by the Employer's insurance carrier for Workers' Compensation, as soon as the employee is able after receiving his/her injury. An employee suffering an injury arising out of and in the course his/her employment, who is required to leave his/her job will be paid from the time of his/her injury to the end of his/her shift on the day of such injury. In the event further time off is necessary due to the injury, the injured employee shall receive his/her regular wages for an additional five (5) days after the accident without drawing on his/her sick or vacation credits. Such on-the-job injury pay will be paid only if the employee is not eligible under the Workers' Compensation Act of Michigan.

Section 9. If, during the life of this Agreement, any of the provisions hereof are determined unenforceable or invalid by a Court 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 Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 10. 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 by reference herein are hereby negated.

ARTICLE XVI. Duration of Agreement

THIS AGREEMENT shall become effective as of the 22nd day of DECEMBER, 2000, and shall remain in full force and effect until Midnight, the 31st day of OCTOBER, 2005, 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.

**BOARD OF COUNTY ROAD COMMISSIONERS OF
LENAWEE COUNTY, STATE OF MICHIGAN:**

**UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC:**

W. E. Balcer

Philly Hart

Donald Lley

LOCAL UNION 14723 – COMMITTEE MEMBERS:

Teet Beedel

Larry Kape

Kenneth E. Roth

APPENDIX "A"

JOB CLASSIFICATIONS AND HOURLY RATES OF PAY

Section 1. The following job classifications are hereby established:

RATES PER HOUR EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER: 12/22/2000		
CLASSIFICATION	PROBATIONARY	NON-PROBATIONARY
<u>PROBATIONARY WORKERS</u> -- will perform any work for which they are assigned during the probationary period irrespective of the classification for which they are hired and will receive fifteen percent (15%) less than the rate of the classification for which they are hired without change during the probationary period.		
<u>HIGHWAY WORKER I</u> (Includes Laborer)	\$12.80	\$15.06
<u>HIGHWAY WORKER II</u> Small Dump Truck Operator, Distributor Operator, Mowing Machine Operator	\$13.16	\$15.26
<u>HIGHWAY WORKER II-A</u> Scraper Truck Operator, Raker	\$13.02	\$15.32
<u>HIGHWAY WORKER III</u> Fuel Truck Operator, Tandem Truck, Building and Grounds Maintenance	\$13.17	\$15.49
<u>HIGHWAY WORKER III-A</u> Semi and Low Boy Operator, Roller Operator, Broom Sweeper Operator, Screed Operator, Assistant Asphalt Plant Operator, Tandem Truck Operator with Scraper, Tri-axle Truck Operator without pup, Weighmaster, Tandem Distributor, Chloride Tanker Operator	\$13.36	\$15.71
<u>HIGHWAY WORKER IV</u> Tire Repairman, Shovel Operator, Crane Operator, Paver Operator, Bulldozer Operator, Earthmover, Welder, Mechanic, Backhoe Operator, Grader Operator, Loader Operator, Stockroom Clerk, Material Spreader Operator, Travelloader Operator, Seaman Travel Plant Operator and Hydraulic Excavator, Signman	\$13.67	\$16.08
<u>HIGHWAY WORKER IV-A</u> Asphalt Plant Operator	\$13.91	\$16.36
<u>CLERK I</u>	\$8.62	\$10.15
<u>CLERK I-A</u>	\$9.83 *	\$11.56 *
<u>CLERK II</u>	\$11.91	\$14.01
<u>ENGINEERING TECH I</u>	\$13.09	\$15.40
<u>ENGINEERING TECH II</u>	\$14.21	\$16.71
* THIS CLASSIFICATION AND RATE STRUCTURE ARE EFFECTIVE AFTER THE CONTRACT IS SIGNED BY THE PARTIES.		

RATES PER HOUR EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER: 11/01/2001		
CLASSIFICATION	PROBATIONARY	NON-PROBATIONARY
<u>PROBATIONARY WORKERS</u> -- will perform any work for which they are assigned during the probationary period irrespective of the classification for which they are hired and will receive fifteen percent (15%) less than the rate of the classification for which they are hired without change during the probationary period.		
<u>HIGHWAY WORKER I</u> (Includes Laborer)	\$13.22	\$15.55
<u>HIGHWAY WORKER II</u> Small Dump Truck Operator, Distributor Operator, Mowing Machine Operator	\$13.59	\$15.75
<u>HIGHWAY WORKER II-A</u> Scraper Truck Operator, Raker	\$13.44	\$15.82
<u>HIGHWAY WORKER III</u> Fuel Truck Operator, Tandem Truck, Building and Grounds Maintenance	\$13.59	\$15.99
<u>HIGHWAY WORKER III-A</u> Semi and Low Boy Operator, Roller Operator, Broom Sweeper Operator, Screed Operator, Assistant Asphalt Plant Operator, Tandem Truck Operator with Scraper, Tri-axle Truck Operator without pup, Weighmaster, Tandem Distributor, Chloride Tanker Operator	\$13.79	\$16.22
<u>HIGHWAY WORKER IV</u> Tire Repairman, Shovel Operator, Crane Operator, Paver Operator, Bulldozer Operator, Earthmover, Welder, Mechanic, Backhoe Operator, Grader Operator, Loader Operator, Stockroom Clerk, Material Spreader Operator, Travelloader Operator, Seaman Travel Plant Operator and Hydraulic Excavator, Signman	\$14.11	\$16.61
<u>HIGHWAY WORKER IV-A</u> Asphalt Plant Operator	\$14.36	\$16.90
<u>CLERK I</u>	\$8.90	\$10.48
<u>CLERK I-A</u>	\$10.15	\$11.94
<u>CLERK II</u>	\$12.30	\$14.47
<u>ENGINEERING TECH I</u>	\$13.52	\$15.90
<u>ENGINEERING TECH II</u>	\$14.67	\$17.25

RATES PER HOUR EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER: 11/01/2002

CLASSIFICATION	PROBATIONARY	NON-PROBATIONARY
<u>PROBATIONARY WORKERS</u> -- will perform any work for which they are assigned during the probationary period irrespective of the classification for which they are hired and will receive fifteen percent (15%) less than the rate of the classification for which they are hired without change during the probationary period.		
<u>HIGHWAY WORKER I</u> (Includes Laborer)	\$13.75	\$16.17
<u>HIGHWAY WORKER II</u> Small Dump Truck Operator, Distributor Operator, Mowing Machine Operator	\$14.13	\$16.38
<u>HIGHWAY WORKER II-A</u> Scraper Truck Operator, Raker	\$13.98	\$16.45
<u>HIGHWAY WORKER III</u> Fuel Truck Operator, Tandem Truck, Building and Grounds Maintenance	\$14.14	\$16.63
<u>HIGHWAY WORKER III-A</u> Semi and Low Boy Operator, Roller Operator, Broom Sweeper Operator, Screed Operator, Assistant Asphalt Plant Operator, Tandem Truck Operator with Scraper, Tri-axle Truck Operator without pup, Weighmaster, Tandem Distributor, Chloride Tanker Operator	\$14.34	\$16.87
<u>HIGHWAY WORKER IV</u> Tire Repairman, Shovel Operator, Crane Operator, Paver Operator, Bulldozer Operator, Earthmover, Welder, Mechanic, Backhoe Operator, Grader Operator, Loader Operator, Stockroom Clerk, Material Spreader Operator, Travelloader Operator, Seaman Travel Plant Operator and Hydraulic Excavator, Signman	\$14.68	\$17.27
<u>HIGHWAY WORKER IV-A</u> Asphalt Plant Operator	\$14.94	\$17.57
<u>CLERK I</u>	\$9.26	\$10.90
<u>CLERK I-A</u>	\$10.55	\$12.41
<u>CLERK II</u>	\$12.79	\$15.05
<u>ENGINEERING TECH I</u>	\$14.06	\$16.54
<u>ENGINEERING TECH II</u>	\$15.26	\$17.94

RATES PER HOUR EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER: 11/01/2003		
CLASSIFICATION	PROBATIONARY	NON-PROBATIONARY
<u>PROBATIONARY WORKERS</u> -- will perform any work for which they are assigned during the probationary period irrespective of the classification for which they are hired and will receive fifteen percent (15%) less than the rate of the classification for which they are hired without change during the probationary period.		
<u>HIGHWAY WORKER I</u> (Includes Laborer)	\$14.30	\$16.82
<u>HIGHWAY WORKER II</u> Small Dump Truck Operator, Distributor Operator, Mowing Machine Operator	\$14.69	\$17.04
<u>HIGHWAY WORKER II-A</u> Scraper Truck Operator, Raker	\$14.54	\$17.11
<u>HIGHWAY WORKER III</u> Fuel Truck Operator, Tandem Truck, Building and Grounds Maintenance	\$14.70	\$17.30
<u>HIGHWAY WORKER III-A</u> Semi and Low Boy Operator, Roller Operator, Broom Sweeper Operator, Screed Operator, Assistant Asphalt Plant Operator, Tandem Truck Operator with Scraper, Tri-axle Truck Operator without pup, Weighmaster, Tandem Distributor, Chloride Tanker Operator	\$14.91	\$17.54
<u>HIGHWAY WORKER IV</u> Tire Repairman, Shovel Operator, Crane Operator, Paver Operator, Bulldozer Operator, Earthmover, Welder, Mechanic, Backhoe Operator, Grader Operator, Loader Operator, Stockroom Clerk, Material Spreader Operator, Travelloader Operator, Seaman Travel Plant Operator and Hydraulic Excavator, Signman	\$15.26	\$17.96
<u>HIGHWAY WORKER IV-A</u> Asphalt Plant Operator	\$15.53	\$18.28
<u>CLERK I</u>	\$9.63	\$11.33
<u>CLERK I-A</u>	\$10.97	\$12.91
<u>CLERK II</u>	\$13.30	\$15.65
<u>ENGINEERING TECH I</u>	\$14.62	\$17.20
<u>ENGINEERING TECH II</u>	\$15.87	\$18.66

RATES PER HOUR EFFECTIVE THE FIRST FULL PAYROLL PERIOD AFTER: 11/01/2004		
CLASSIFICATION	PROBATIONARY	NON-PROBATIONARY
<u>PROBATIONARY WORKERS</u> -- will perform any work for which they are assigned during the probationary period irrespective of the classification for which they are hired and will receive fifteen percent (15%) less than the rate of the classification for which they are hired without change during the probationary period.		
<u>HIGHWAY WORKER I</u> (Includes Laborer)	\$14.90	\$17.53
<u>HIGHWAY WORKER II</u> Small Dump Truck Operator, Distributor Operator, Mowing Machine Operator	\$15.32	\$17.76
<u>HIGHWAY WORKER II-A</u> Scraper Truck Operator, Raker	\$15.16	\$17.84
<u>HIGHWAY WORKER III</u> Fuel Truck Operator, Tandem Truck, Building and Grounds Maintenance	\$15.33	\$18.03
<u>HIGHWAY WORKER III-A</u> Semi and Low Boy Operator, Roller Operator, Broom Sweeper Operator, Screed Operator, Assistant Asphalt Plant Operator, Tandem Truck Operator with Scraper, Tri-axle Truck Operator without pup, Weighmaster, Tandem Distributor, Chloride Tanker Operator	\$15.55	\$18.29
<u>HIGHWAY WORKER IV</u> Tire Repairman, Shovel Operator, Crane Operator, Paver Operator, Bulldozer Operator, Earthmover, Welder, Mechanic, Backhoe Operator, Grader Operator, Loader Operator, Stockroom Clerk, Material Spreader Operator, Travelloader Operator, Seaman Travel Plant Operator and Hydraulic Excavator, Signman	\$15.91	\$18.72
<u>HIGHWAY WORKER IV-A</u> Asphalt Plant Operator	\$16.19	\$19.05
<u>CLERK I</u>	\$10.04	\$11.81
<u>CLERK I-A</u>	\$11.44	\$13.46
<u>CLERK II</u>	\$13.87	\$16.31
<u>ENGINEERING TECH I</u>	\$15.24	\$17.93
<u>ENGINEERING TECH II</u>	\$16.55	\$19.45

Section 2. The Employer shall determine whether, where, when, who and how many group leaders it will utilize at any given time. Group Leaders for the periods during which they satisfactorily perform the required duties, shall receive not less than sixty (60) cents per hour above the maximum of the rate range for the highest classification of employees whom they supervise. When the employee ceases to function as a group leader, he/she shall no longer receive the additional compensation heretofore provided.

Section 3. Employees regularly assigned to work the night shift shall receive a night-shift premium of twelve (12) cents per hour in addition to their regular hourly rate for all of the hours they work on said second shift.

Section 4. A sixty (60) cents an hour premium rate will be paid for two (2) men cabling and falling trees for hours while they are performing this operation. A minimum of one (1) hour will be paid under this provision. This premium rate will also apply to employees involved in setting the charge and detonating explosives for the hours while so assigned and subject to the minimum set forth herein.

Section 5. Highway Worker III-A employees who operate a truck with a pup will receive an additional ten (10) cents per hour for the hours while so assigned. Effective the first full payroll period after the contract is signed, the rate will be increased to fifteen (15) cents per hour while operating.



APPENDIX "B"

LENAWEE COUNTY ROAD COMMISSION

DOT SUBSTANCE ABUSE POLICY

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

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

*This policy establishes fitness for duty.

This substance abuse policy was established in order to comply with the regulations as well as promote and maintain a safe and healthful working environment for all employees. The portions of this policy that are mandated by our policy (not mandated by DOT) will be preceded by an * and the language underlined.

I. DEFINITIONS

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

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

Commercial Vehicle	Any self propelled or towed vehicle used on public highways to transport passengers or property, wherein the vehicle has a gross vehicle weight rating or gross combination weight rating of Twenty Six Thousand One (26,001) or more pounds, the vehicle is designed to transport more than sixteen (16) passengers including the driver, or the vehicles is used in the transportation of hazardous materials in a quantity requiring placarding under regulations issued under the Hazardous Materials Transportation Act, <u>*or any Employer vehicle or equipment.</u>
Employer Premises	Includes but is not limited to all property, whether owned or leased or used by the Employer. For the purposes of this policy, it also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment. Employee Subject to Testing - Any individual employed either full or part time by the Employer.
Possession	Does not include possession of a substance which is manifested and transported as part of a shipment.
Prohibited Substance	Marijuana, cocaine, opiates, amphetamines, alcohol, phencyclidine, and any substance listed on Schedule I or II (21 C.F.R. Part 1308) or identified in Appendix D of the Federal Motor Carrier Safety Regulations.
Reasonable Cause	Actions or appearance or conduct of an employee reporting for duty or on duty which are indicative of the use of a controlled substance, alcohol, or any other substance to a degree which renders the employee incapable of safely performing their duties.
Reportable Accident	An occurrence involving a commercial motor vehicle engaged in interstate, foreign, or intrastate operations of a motor carrier who is subject to the Department of Transportation Act, resulting in, (1) the death of a human being, (2) bodily injury to a person who, as a result of the injury immediately receives medical treatment away from the scene of the accident, or (3) one or more motor vehicle must incur disabling damage as the result of the accident and requires a vehicle to be transported from the scene of the accident by a tow truck or other vehicle (exceptions are allowed for broken lights or flat tires).

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

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

II. DRUG USE PROHIBITIONS

No employee of the Employer shall:

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

7. Refuse to provide a specimen when required under this policy.
8. Fail to inform appropriate Employer officials of a reportable accident as soon as possible.
9. Use alcohol or other prohibited substances within eight (8) hours of a reportable accident or until;
 - a. the employee has been drug and alcohol tested, or
 - b. the employee conduct has been discounted as a contributing factor in the accident, and will not be required to provide a specimen.

III. MANDATORY TESTING AND POLICY ENFORCEMENT

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

1. Mandatory Drug and Alcohol Testing

Employees shall submit to testing for the presence of controlled substances, and/or alcohol, and other drugs, upon request by the Employer. Means of testing shall include urinalysis, evidential breath tests, blood screens, and such other tests as the Employer may determine. Testing will be required:

- a. As a condition of employment and prior to commencement of employment with the Employer or placement in a safety sensitive position, and;
- b. Where reasonable cause exists to suspect that an employee is under the influence of a prohibited substance, alcohol, or other intoxicating beverage or substance, and;
- c. As soon as possible but not later than eight (8) hours following a DOT "reportable accident" if the driver receives a citation for a moving traffic violation arising from the accident. If the eight (8) hour time limit is exceeded, the collection of an alcohol specimen is suspended, the drug specimen will be collected as soon as possible not to exceed thirty two (32) hours after the accident. The driver is solely responsible for assuring the Employer that the required specimen is provided as soon as possible, and;
- d. As part of a random pool of all employees, and;

e. As otherwise required by applicable law, regulations, or Employer policy.

2. *Searches

Employees, while on the Employer's premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when management has a reasonable cause to believe that (1) the employee possesses a prohibited substance; or (2) the employee ingested a prohibited substance.

3. Testing Procedure

All tests will be conducted in accordance with applicable regulations published by the Department of Transportation in a manner allowing individual privacy unless there is a reason to believe that a particular individual may/or has altered or substituted the specimen provided. All tests will be collected at designated collection sites under the supervision of trained collectors.

4. Availability of Test Results

The results of any drug test and records connected with the testing procedure, will be made available to the individual tested upon written request. The results of the tests themselves are reviewed by a licensed physician who has the knowledge of substance abuse disorders (MRO). If the tests are positive the individual tested will be advised of the results and the type of drug or drugs discovered. The individual tested will be given the opportunity to discuss the test results with the licensed physician prior to the time the test results are made available to the Employer. After notification of the MRO's final positive determination, the employee has seventy two (72) hours to request a test of the "split specimen" at another DHHS certified laboratory designated by the Employer.

The documentation of results of the test will not be made available to other parties except upon the written request of the individual, or when an applicable DOT regulation requires such disclosure, or if in the MRO's reasonable judgment the information could result in the

employee being medically unqualified to perform their duties, or if the information would cause a safety risk.

5. Retesting of Original Split Specimen

The employee may request of the MRO in writing, to have the "split specimen" of a positive test retested at another DHHS certified laboratory selected by the Employer. The employee will be required to pay for the retest in advance, and a check must accompany the written request.

VI. PENALTIES FOR POLICY VIOLATIONS

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

1. A driver who refuses to provide the required specimens when the driver has been involved in a fatal accident or fails to give a urine sample in accordance with post accident testing requirements may be disqualified to operate a commercial vehicle for one (1) year and may be discharged from employment with the Employer.
2. A driver shall be disqualified to operate a commercial vehicle for a period of one year, following a positive result of controlled substance use, when the driver has been involved in a fatal accident and may be discharged as an employee of the Employer.
3. A driver who operates a commercial vehicle while under the influence of alcohol as hereinafter defined may be discharged as an employee of the Employer and shall be disqualified to operate a commercial vehicle for a period of one year after the date of conviction if during the three (3) years preceding that date the driver was not convicted of an offense that would otherwise disqualify the driver. A driver is disqualified for three (3) years after the date of his/her conviction if during the three (3) years preceding that date, he/she was convicted of an offense that would disqualify him/her to operate a commercial vehicle as a consequence of driving a commercial vehicle under the influence of alcohol. A driver shall be considered to be driving a commercial vehicle

while under the influence of alcohol or other prohibited substance, under the following circumstances:

- a. The driver was driving a commercial vehicle at a time the driver's alcohol concentration was 0.04% or more; or,
 - b. Driving under the influence of alcohol as proscribed by state law; or,
 - c. Refusal to undergo such testing as is required by any state or jurisdiction for the presence of alcohol; or
 - d. Driving a motor vehicle under the influence of a controlled substance unless the controlled substance is medication prescribed by the driver's physician and the physician is aware of the individual's duties as a driver.
4. Any driver who provides a positive alcohol test result of .020 or greater but less than .040 shall be mandated to wait a minimum of twenty-four (24) hours prior to again reporting for duty. *This shall be considered a first positive test and any subsequent positive alcohol test shall disqualify the individual for employment.
5. *Compliance with the Employer's substance abuse policy is a condition of employment. An employee failing to submit to drug testing, or otherwise conform to the provisions of the Employer's substance abuse policy, may be terminated as an employee of the Employer immediately.
6. *In addition to the penalties mandated by the Department of Transportation, if an employee tests positive for illegal drugs, and/or controlled substances or is under the influence (.04% or above) of alcohol, the following are disciplinary steps that shall be taken:

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

Second Offense. Discharge.

V. ESTABLISHMENT OF EMPLOYEE ASSISTANCE PROGRAM

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

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



LETTER OF UNDERSTANDING #1

Temporary employees may perform some or all of the following types of work:

1. Mowing
2. Brush Cutting
3. Flagging
4. Shovel Hot and Cold Patch Material
5. General Labor
6. Traffic Count
7. Survey Crew Assistant
8. Painting
9. Clerical

If there are no bargaining unit employees on layoff, the Employer may utilize temporary employees to operate single axle trucks only when said temporary employees are hot patching and cold patching. Temporary employees will be permitted to operate single axle trucks to hot patch and cold patch so long as this work does not deprive regular full-time employees from overtime or regular job assignments, that is the work does not displace full-time employees.

LETTER OF UNDERSTANDING #2

It is understood that the Highway Worker III positions as set forth below will perform the duties as listed:

Fuel Truck Operator: Operate fuel truck, secure parts for equipment, stockroom helper and yard man.

Building and Grounds Maintenance: Building and grounds maintenance, yard man, fuel truck, stockroom helper and secure parts for equipment.



LETTER OF UNDERSTANDING #3

The parties have agreed to eliminate seasonal bids. Accordingly, the roller, screed and rake will be posted for permanent bid and all other equipment previously subject to a seasonal bid shall no longer be posted for bid.

Those employees listed below will hold their seasonal bids, those in place on or before August 18, 1995, until such time as they bid to another classification. When this occurs, all seasonal bids will be permanently relinquished.

Charles Schumacher

The above employees may relinquish their seasonal bids in writing and retain their permanent bid.



LETTER OF UNDERSTANDING #4

When the Supervisor on call determines that an emergency situation exists which requires limited overtime, not continuous with regular straight time operations, he/she shall endeavor to first offer the overtime opportunity to that person assigned by management to the affected township who is qualified to perform the required work. If unsuccessful, the supervisor shall attempt to contact the most senior person in the same area available who is qualified to perform the required operation. It is understood that township assignments are at the discretion of the employer and, in order to maintain efficient operations, may be changed from time to time.

Equipment operators (Classification IV) will be called for that type of operation in preference to other classifications to best address the situation.

This shall not apply to the night shift operation which shall be determined from a volunteer roster based on those employees qualified who can be spared the following workday.

Where the emergency is such that the response time jeopardizes the public, the employee who can best respond in a timely manner can be used regardless of seniority or classification.

BOARD OF COUNTY ROAD COMMISSIONERS OF
LENAWEE COUNTY, STATE OF MICHIGAN:

UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC:

