

12/31/97

1180

WORKING AGREEMENT  
BETWEEN

THE DICKINSON COUNTY ROAD COMMISSION

AND

DICKINSON COUNTY ROAD COMMISSION EMPLOYEES OF  
LOCAL #1286

Affiliated with  
AFSCME, AFL-CIO

*Dickinson County Road Commission*

Effective: At Signing

Expiration: 12/31/97

INDEX

	<u>Page</u>
Introduction . . . . .	1
Article 22 Call-In Pay . . . . .	26
Article 29 Computation of Benefits . . . . .	28
Article 5 Contracting and Sub-Contracting of Work . .	6
Article 24 Court Leave . . . . .	26
Article 6 Defining Regular, Probationary and Temporary Employees . . . . .	6
Article 17 Disciplinary Procedure . . . . .	22
Article 15 Funeral Leave and Sick Leave . . . . .	17
Article 20 General Provisions . . . . .	24
Article 16 Grievance Procedure . . . . .	19
Article 14 Holidays . . . . .	16
Article 9 Hours and Rates . . . . .	10
Article 10 Insurance . . . . .	12
Article 23 Jury Duty . . . . .	26
Article 18 Layoff and Recall . . . . .	23
Article 13 Leave Without Pay . . . . .	15
Article 27 Longevity . . . . .	27
Article 4 Management Rights . . . . .	4
Article 7 Physical/Mental Examinations . . . . .	6
Article 1 Recognition . . . . .	1
Article 11 Retirement . . . . .	13
Article 28 Safety Shoe Reimbursement . . . . .	27
Article 8 Seniority . . . . .	7
Article 30 Terms of Agreement . . . . .	28
Article 21 Time and One-Half . . . . .	25
Article 25 Unemployment Compensation . . . . .	26
Article 2 Union Management Relations . . . . .	1
Article 3 Union Security . . . . .	2
Article 12 Vacation . . . . .	13
Article 26 Work Performed by Supervisors . . . . .	26
Article 19 Work Rules . . . . .	24

## INTRODUCTION

This Agreement between the Dickinson County Road Commission, hereinafter referred to as the "Employer" and the Dickinson County Road Commission Employees, Local #1286, Michigan Council #25, AFSCME, AFL-CIO, hereinafter referred to as the "Union", entered into this \_\_\_ day of \_\_\_\_\_, 1995.

## ARTICLE 1

### Recognition

Section 1. Subject to Federal laws and the laws of the State of Michigan, the Employer recognizes the Union as the designated representative and sole bargaining agent for all employees including probationary employees as set forth in Article 6, Section 2, but excluding manager, administrative, superintendent, maintenance superintendent, engineer, clerical and temporary employees for the sole purpose of collective bargaining relative to wages, hours and other conditions of employment.

Section 2. The Employer agrees that it will not interfere with the rights of its employees to become members of the Union and that neither the Employer nor any of its agents will exercise discrimination, interference, restraint or coercion because of a person's membership in the Union.

## ARTICLE 2

### Union Management Relations

Section 1. All collective bargaining with respect to wages, hours and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

Section 2. Agreements reached between the parties to this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

Section 3. The Union, its officers, agents, and members agree that during the duration of this Agreement there shall be no strikes, sit-downs, slowdowns, or any act of any kind or form, whatsoever, however peaceable, that would interfere with the operation of the Employer. If any of these things take place, they shall be sufficient grounds for discharge.

Section 4. Union members will not engage in union activity, on Employer's time, or engage other employees in union activity, while such employees are on the Employer's time, except as specifically provided by the Agreement. The Council Staff Representative may enter into discussion with an employee on the Employer's time provided it does not interfere with the Employer's operations and the Staff Representative secures permission in advance from the Superintendent or his designee.

### ARTICLE 3

#### Union Security

##### Section 1. Agency Shop.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a

service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 2. Dues Check-off.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all union membership dues and initiation fees uniformly required, if any, as provided in a written authorization executed by the employee in accordance with the standard form. The written authorization for union deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to the expiration of this contract. The termination must be given to both the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) "Authorization Form".

Section 3. Representation Fee Check-Off.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union a representation fee, as provided in a written authorization executed by the employee in accordance with the standard form used by the Union. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The

termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

(c) The Employer agrees to provide this service without charge to the Union.

Section 4. Remittance of Dues and Fees.

(a) When deduction begins.

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, at such address as provided by the Union, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than fifth (5th) day of the month following the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer of submission of the previous month's remittance of dues.

**ARTICLE 4**

**Management Rights**

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



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

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Road Commission in all of its operations and activities. Among the rights of management included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past; to establish and update work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials, tools and equipment to be used and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased; to contract or subcontract or purchase any or all work or the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked; to establish work schedules; and in all respects, to carry out the ordinary and customary functions of management.

Section 3. The Employer shall also have the right to hire, promote, demote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish rules and regulations and set penalties for violation of such rules; to make judgments as to ability and skill; to determine work loads; to provide and assign relief personnel.

## ARTICLE 5

### Contracting and Sub-Contracting of Work

During the term of this Agreement, the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit which would cause a layoff or reduction of hours of regular employees.

## ARTICLE 6

### Defining Regular, Probationary and Temporary Employees

Section 1. A regular employee shall be a full-time employee who has completed his/her probationary period.

Section 2. A probationary employee is an employee hired to fill a full-time position. All full-time employees shall serve a probationary period of six (6) months uninterrupted by any type of service break. During the probationary period the Employer shall have the right to discipline and/or discharge a probationary employee with or without cause and neither the employee so disciplined or discharged nor the Union shall have recourse to the Grievance Procedure over such discipline or discharge. No seniority exists for or between probationary employees.

Section 3. A temporary employee is one who is hired for seasonal or temporary work and who works no more than one hundred twenty (120) days in any twelve (12) consecutive month period, unless an extension thereof is agreed to, in writing, by the Employer and the Union.

## ARTICLE 7

### Physical/Mental Examinations

Section 1. All employees of the Employer shall submit to a physical examination and satisfactory pass the requirements as set up by the Employer. When, during the course of employment, the Employer determines that an employee should have a physical/mental examination to determine his eligibility for retention of employment, he must submit to such examination by the Employer's



expert(s). The cost of the examination shall be paid by the Employer. An employee may retain his/her own expert(s) and submit any findings to the Employer for its consideration. If the Employer takes action against a non-probationary employee and the employee does not agree with said action, it may be submitted to the Grievance Procedure.

## ARTICLE 8

### Seniority

Section 1. The Employer reserves the right to transfer and to assign employees in the various job classifications within the confines of this Agreement.

Section 2. Seniority is hereby defined as the length of continuous employment in the service of the Employer from his/her last date of hire. "Continuous employment" shall mean employment by the Employer in a position as a regular employee without interruption or break. Employees shall continue to accrue seniority during layoff and approved leaves of absence.

Section 3. Employees shall lose their seniority and employment if:

- (a) The employee quits;
- (b) The employee is discharged for cause;
- (c) The employee fails to return to work within ten (10) working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;
- (d) The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee;
- (e) A settlement with the employees has been made for total disability;

- (f) The employee is laid off, or has not, for any reason worked for the Employer for a continuous period exceeding the length of his employment or twenty four (24) calendar months, whichever occurs sooner;
- (g) The employee is retired;
- (h) The employee is absent from work for three (3) consecutive days without a specific authorization therefor shall be deemed a voluntary quit;
- (i) He accepts employment elsewhere after he is on leave of absence, unless prior approval from the Employer has been received by the employee.
- (j) An employee with ten (10) or more years of service who suffers a compensable on the job injury shall not have his/her employment and seniority terminated any sooner than twenty four (24) months after the employee is disabled from work or the employee qualifies for disability under Social Security, whichever occurs first.

Section 4. Seniority and ability shall be considered in determining order of layoffs, order of names on the re-employment list and promotions.

Section 5. Job Posting and Bidding Procedures.

(a) All vacancies and/or newly created positions within the bargaining unit that the Employer desires to fill, shall be posted. Vacancies and/or newly created positions can be temporarily filled by a bargaining unit employee chosen by the Superintendent until the posting and bid procedure is complete. Vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies that the Employer desires to fill will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on a bulletin board in each building. Employees interested shall apply in writing within the posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a three (3) week trial period to determine:

1. His desire to remain on the job.

2. His ability to perform the job.

(b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for the denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reason for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Union President with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period, the Employer shall furnish the Union President with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's President as to who was awarded the job.

(c) During the three (3) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period, employees will receive the rate for the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification while so assigned.

(f) All job postings shall contain classification, rate of pay and work location. A successful bidder who is required to change work location shall do so at his own expense and on his own time.

Section 6. Temporary assignments of five (5) work days or less may be made by the Employer without regard to seniority. However, temporary assignments which are expected to or exceed five (5) work days will be awarded to the senior qualified employee.

Section 7. Seniority shall be observed in accordance with the terms of this Agreement but seniority shall never be interpreted to require or permit the Employer to retain in its employ persons who are unable to do the work available in preference to persons who are able to do the work available.

## ARTICLE 9

### Hours and Rates

Section 1. The regular work week for all employees of the Employer shall be forty (40) hours of actual work (excluding all meal periods) performed in any five (5) eight (8) hour days from Monday through Sunday. The Employer may authorize the inclusion of the meal period as actual work for shift positions. The Employer shall have the right to implement a four (4) ten (10) hour day work week, Monday through Friday. During the regular five (5) day work week, employees may take a fifteen (15) minute paid break from 9:00 a.m. to 9:15 a.m. unless the Supervisor directs that the break be taken at a different time due to operating efficiency or economy. During any four (4) ten (10) hour day work week, employees may take a ten (10) minute paid break from 9:00 a.m. to 9:10 a.m. and a ten (10) minute paid break from 2:00 p.. to 2:10 p.m. unless the Supervisor directs that said breaks be taken at different times. Breaks must be taken at the work site.

Section 2. Any department, subdivision, or employee thereof, may be delegated by a competent authority to work more than forty (40) hours per week under such terms and conditions as the Employer may determine to be reasonable and practical.

Section 3. Any employee may be authorized by the Employer to work regularly less than forty (40) hours per week under such terms and conditions as the Employer may determine to be reasonable and practical within the confines of this Agreement.

Section 4. The hours during which a department or subdivision thereof shall be open to the public shall be determined by the Employer.

Section 5. The hourly rates of pay and the classification system, as set forth below, shall be in full force and effect through the life of this Agreement.

<u>CLASSIFICATION</u>	<u>At Signing*</u>	<u>1-1-96*</u>	<u>1-1-97*</u>
Laborer	\$11.55	\$11.90	\$12.26
Night Watchman	\$12.63	\$13.01	\$13.40
Truck Driver	\$12.21	\$12.58	\$12.96
Tandem Truck Driver	\$12.26	\$12.63	\$13.01

(Truck Drivers receive \$.08 per hour extra from November 1 to April 1. After two (2) years as a full-time truck driver the rate will be increased to the heavy equipment operator rate.)

Underbody Scrapper	\$12.29	\$12.66	\$13.04
Stock Room Clerk	\$12.59	\$12.97	\$13.36
Heavy Equipment Operator	\$12.59	\$12.97	\$13.36
Carpenter- Painter	\$12.59	\$12.97	\$13.36
Mechanic	\$12.70	\$13.08	\$13.47
Welder	\$12.70	\$13.08	\$13.47

\* Rates are in effect the first full payroll period after the indicated date.

Employees designated as working foreman shall receive their regular rate of pay based upon their job classification plus an additional sixty cents (\$.60) per hour.

Bargaining unit employees will receive a one-time three hundred dollar (\$300.00) lump sum payment not rolled into the base compensation, payable in a separate check, subject to standard deductions, payable the first full payroll period after signing of this Agreement. This payment will be made only to bargaining unit employees who are on the active payroll on said date.

Section 6. A probationary employee shall be hired at the rate of twenty cents (\$.20) lower than the standard rates. After six (6) months of satisfactory service, their hourly rate will be increased to the standard rate.

Section 7. Welders and mechanics shall be entitled to reimbursement for lost or stolen tools up to a maximum of one hundred dollars (\$100.00) each per year, provided said employee provides to the Employer a written statement as to the item, its replacement value, and the reason for the requested replacement.

Section 8. Any Employee(s) hired after January 1, 1995, or who successfully bids after said date as a mechanic to fill the second shift shall be ineligible to bid on any vacant or newly created position for a period of three (3) years (36 months) from the time said employee commences work as the second shift mechanic. Employees who fill the night position (third shift) shall be compensated an additional ten cents (\$.10) per hour above their respective classification.

## ARTICLE 10

### Insurance

Section 1. The Employer agrees to pay the premium for Blue Cross/Blue Shield Insurance, Comprehensive Hospital Care, Plan MVF I, DRI 275, Master Medical Option III, and a three dollar (\$3.00) Drug Rider for each regular employee and his dependents. The Employer will self-fund the DRI 275. Effective as soon as reasonably practicable after the ratification and signing of this agreement, a five dollar (\$5.00) prescription drug co-payment will be implemented.

A retiree plan which excludes the Drug Rider will be provided to the retiree and his/her dependents for three (3) years following retirement. After three (3) years, the Employer will pay towards the retiree's premium only, in the amount equivalent to the complimentary plan for five (5) years.



If an employee elects not to participate in the Blue Cross/Blue Shield Plan, he may take one (1) week paid vacation or monetary equivalency following one (1) year of non-participation.

The Employer specifically reserves the right to change carriers provided that fundamental coverage is equivalent.

Section 2. The Employer will pay for a life insurance policy in the amount of five thousand dollars (\$5,000.00) on each of its regular employees with the type and carrier to be determined by the Employer. Effective July 1, 1995, the life insurance policy will be increased to \$8,000.

## ARTICLE 11

### Retirement

Section 1. The Employer will continue in effect the provisions of Public Act No. 135 of the Michigan Municipal Employees Retirement System integrated with the appropriate sections of the Federal Old Age and Survivors Insurance Act. The B-3, F55 with 25 years is the Pension Plan will be in effect during the term of this Agreement.

## ARTICLE 12

### Vacation

Section 1. Vacation requests of forty (40) consecutive hours or more submitted prior to April 1 of each year will, if honored by the Employer, be granted according to seniority. Vacation requests submitted after April 1st will, if honored, be granted on a first come first serve basis. The Employer will determine the number of employees to be off at any one time.

Section 2. No vacation requests, except in case of emergency, shall be granted for less than four (4) consecutive hours of work.

Section 3. The following schedule is in effect for granting paid vacation to employees on a seniority basis:

Zero months to 6 months . . . . .	0 hours per year
6 months to 1 year service . . . . .	40 hours per year
1 year to 5 years of service . . . . .	80 hours per year
5 years to 16 years of service . . . . .	120 hours per year
16 years of service . . . . .	128 hours per year
17 years of service . . . . .	136 hours per year
18 years of service . . . . .	144 hours per year
19 years of service . . . . .	152 hours per year
20 years of service . . . . .	160 hours per year
25 years of service . . . . .	200 hours per year

Section 4. An employee's vacation will be earned monthly and accumulated to his vacation record at the end of each vacation period in hours. A vacation period shall be a calendar quarter. A maximum of two hundred forty (240) hours vacation may be accumulated by each employee. Employees must take vacation to which they are entitled unless requested in writing by the Employer not to take such vacation. If by the last day of the vacation period, an eligible employee who has over a maximum of two hundred forty (240) hours has not received his proper vacation because he was requested to work, the Employer shall pay him a lump sum as vacation pay in lieu of such vacation. Employees who are receiving workers' disability compensation benefits will continue to accrue vacation benefits in accordance with this article.

Section 5. All accumulated and unused leave shall be credited to an employee returning from an authorized leave of absence if he did not receive his vacation pay at the time of leaving.

Section 6. Upon separation of any employee from the service of the Employer other than by leave of absence, he shall be paid at the time of separation for the unused portion of his accumulated annual leave.

Section 7. Annual leave shall normally be taken upon a five (5) day work week basis except when and if employees are working a ten (10) hour day, four (4) days a week. A holiday falling within the period of annual leave shall not be counted as annual leave. Annual leave shall accrue to an employee while on a paid leave of

absence due to an injury arising out of and in the course of his/her employment with the Employer.

Section 8. All vacation will be paid at an employee's regular rate of pay.

### ARTICLE 13

#### Leave Without Pay

Section 1. A regular employee may be granted a leave without pay or benefits by the Employer for any of the following reasons:

(a) By reason of physical disability.

(b) Because of reasons sufficient in the opinion of the Employer to warrant such leave.

A request for a leave of absence shall be made in writing signed by the employee and submitted to the Superintendent and shall state the reasons for the request and the length of time off the employee desires. If such request is granted, written authorization for the leave will be furnished to the employee by the Employer.

Section 2. Leaves will not be granted for more than six (6) months but may be renewed at the option of the Employer on written application by the employee on leave.

Section 3. An employee granted a leave of absence hereunder shall be restored to his position on the expiration of his leave, or if approved by the Superintendent before the expiration thereof. If an employee fails to report for work at the next regularly scheduled work day following the expiration of the approved leave of absence he/she will be considered as having voluntarily quit.

Section 4. Any employee requesting a leave for one (1) day or less will notify the Superintendent or Assistant Superintendent on the day prior to such leave, or one half hour before the start of the shift on the date of absence.

Section 5. The failure of an employee to report at the expiration of a leave of absence shall be deemed an absence without leave unless the leave is extended.

ARTICLE 14

Holidays

Section 1. The following legal holiday shall be considered as paid holidays for all regular employees:

New Year's Day	Good Friday
Memorial Day	July 4th (Independence Day)
Labor Day	Thanksgiving
Christmas Eve	Christmas Day

Each employee shall have one additional annual holiday which may be taken at such time as the employee chooses. Notice of when that holiday is to be taken will be given at least one (1) week in advance except in case of emergency when advance notice will not be required.

Section 2. Holidays that fall on Sunday will be observed on the following Monday. Holidays that fall on Saturday will be observed on the preceding Friday.

Section 3. When it is necessary to call regular employees to work on legal holidays, such employees shall be paid for a regular work day plus pay for the hours actually worked.

Section 4. Compensatory time off for work performed on holidays shall not be allowed.

Section 5. If an employee is working on a four (4) day work week of ten (10) hours per day, such employee will not have his work week changed to five (5), eight (8) hour days because of the holiday. Payment for the holiday will be equal to the employee's hours of work per day during the week the holiday is observed.

Section 6. An employee shall be eligible for holiday pay only if the employee works his/her regularly scheduled shift prior to and immediately after the holiday unless on an approved paid leave of absence, including absences while receiving workers' disability compensation benefits.

Section 7. Personal leave day. Effective January 1, 1997, all regular employees shall be eligible for one (1) personal leave day. Unless excused by the Employer, because of an unforeseen emergency, requests for the use of personal leave must be submitted

by an eligible employee at least three (3) work days before the requested leave. All leave shall be subject to the Employer's pre-approval. If more than one employee makes a request for the same day off as a personal leave day, the Employer, if it can spare employees, will determine the number of employees who can be off. Requests granted by the Employer will be granted on a first come, first serve basis. If more than one request is received at the same time by the Employer for the same day off, and all such requests as received cannot be honored, then seniority will prevail.

## ARTICLE 15

### Funeral Leave and Sick Leave

Section 1. Each regular employee will accrue eight (8) hours of sick leave for each calendar month worked. Each probationary employee, after completing his six (6) months probationary period and becoming a regular employee, will be credited with forty eight (48) hours sick leave for the time he was on probation.

Section 2. Sick leave shall be granted only for actual regular working days. Doctor or dentist appointments should be scheduled for times when the employee is not scheduled to work. If it is not possible for an employee to so schedule, the employee must give the Employer at least three (3) work days notice and the time will be deducted from accumulated sick leave.

Section 3. In order to be eligible for sick leave benefits, an employee must notify the Employer within one-half (1/2) hour before the employee's scheduled shift unless such notice is excused by the Employer.

Section 4. After three (3) days of absence from work due to a claimed illness or injury, an employee will be required to furnish a doctor's certificate, unless the Employer excuses the employee from providing such certificate.

If an employee has been informed by the Employer that he/she is deemed to be excessively absent or an abuser of sick leave, said employee will be required to present a doctor's certificate to



substantiate any claim for sick leave benefits.

An employee required to submit a doctor's certificate after any sick leave claim, must continue to provide such medical verification for six (6) continuous months or until the pattern of sick leave abuse or excessive absenteeism stops, whichever event occurs last. The Employer will notify the employee after six (6) months as to whether or not he/she is deemed to have been removed from the requirements of this section.

Sick leave certificates must be presented to the Employer at the commencement of the employee's first day of work following their absence due to illness or injury.

Section 5. Worker's Compensation: On-the-job injury. Each employee will be covered by the applicable Worker's Compensation Laws and the Employer further agrees that an employee eligible for Worker's Compensation will be allowed to use unused sick leave sufficient to make up the difference between Worker's Compensation and his regular weekly income.

Employees who are injured on the job and present a satisfactory medical certificate shall be compensated for the first five (5) days of said injury which shall not be charged to sick leave. Provided, however, that in the event the injury lasts for a period longer than five (5) days and is compensated by Worker's Compensation then this additional compensation shall not be paid by the Employer.

Section 6. No claim for paid sick leave will be granted to any employee whose accident or sickness is caused while gainfully employed when off duty from the Employer.

(a) An employee hired prior to January 1, 1995, will be paid one hundred percent (100%) of his accumulated sick leave, not to exceed seventy five (75) days (600 hours) upon retirement, or in case of death to the employee's beneficiary. An employee hired after January 1, 1995, will be paid for accumulated sick leave, not to exceed four hundred (400) hours, upon retirement, or in case of death to the employee's beneficiary.



Section 7. Any employee shall be granted a maximum of twenty four (24) hours (thirty [30] hours if the employee is working a four [4] day ten [10] hour per day schedule) funeral leave which shall be deducted from accumulated sick leave for the express purpose of attending the funeral and performing such other services and duties in connection therewith as are proper and necessary for the following specified relatives: wife, husband, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, and grandparents. In addition thereto, any employee shall be granted, upon request, eight (8) hours (ten [10]) hours if the employee is working a four [4] day ten [10] hour per day schedule) of funeral leave for the purpose of attending the funeral and performing such other services and duties as are proper and necessary upon the death of an aunt or uncle of the employee or his or her spouse. This funeral leave shall be deducted from accumulated sick leave.

Section 8. Eight (8) hours (ten [10] hours if the four [4] ten [10] hour per day schedule is in effect) of funeral leave, not to be deducted from sick leave, shall be granted to six (6) employees to be selected by the Union to attend the funeral of an employee or an employee who has retired from the Employer.

## ARTICLE 16

### Grievance Procedure

Section 1: Definition of a Grievance: A grievance is defined as a claim reasonably and logically founded on a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation and be signed by the employee and the Union steward.

Section 2: Rules of Grievance Processing:

(a) All grievances must be filed within ten (10) work days after the occurrence of the circumstance(s) giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

(b) The designated Union steward shall be permitted to participate in conferences with the foreman or superintendent during regular working hours without loss of pay for the purposes of processing grievances. Whenever a steward desires to make use of this privilege, the matter of absence from duty shall first be arranged for by the employee with his foreman.

(c) Grievances will be submitted on a uniform grievance form approved by the Employer.

(d) A grievance not timely filed or appealed to the next higher step within the appropriate time limit shall be deemed withdrawn.

(e) A grievance not answered by the Employer within the time limit provided may be advanced to the next step when the time for the Employer's answer has expired.

(f) The time limit specified in the steps of the grievance procedure may only be extended by mutual agreement in writing.

(g) A work day shall be defined as Monday through Friday (Monday through Thursday if on the four [4] day work week), excluding all Saturdays, Sundays, and holidays.

Section 3: Steps of the Grievance Procedure:

STEP 1: Any employee having a complaint shall first take up the matter with his foreman. An oral decision by the foreman will be provided within three (3) working days after the complaint was submitted.

STEP 2: If the decision of the foreman is unsatisfactory to the aggrieved employee or the Union, the grievance shall be reduced to writing and submitted to the Superintendent within five (5) work days after receipt of the oral answer in Step 1. The Superintendent or his designated representative will sign for the grievance and return a copy of the grievance to the steward. The

Union may, within five (5) work days after the filing of the grievance at Step 2, request a meeting to be held between the aggrieved employee, the steward, and Council #25 representative and the Superintendent to discuss the grievance. Said meeting will be held at the earliest agreed upon date to discuss the grievance(s) and attempt to arrive at a satisfactory settlement. The Superintendent shall, within ten (10) work days after said meeting, give his written answer to the steward and the Council #25 representative.

STEP 3: In the event the grievance is not satisfactorily settled in Step 2, the Union or the Employer may request arbitration as hereinafter provided for in this Agreement. The party desiring arbitration must notify the other party in writing of such desire within ten (10) work days of the day the written disposition was given or due under the last step of the grievance procedure provided for in this Agreement. In the event that a party should fail to serve such written notice, the grievance shall not be subject to arbitration.

After receipt of a desire to arbitrate the parties shall attempt to agree on an arbitrator. If the parties are unable to agree within five (5) work days, or within a longer period if mutually agreed upon, either may submit the matter to the Federal Mediation and Conciliation Service requesting that an arbitrator be selected with the assistance of and under the rules of the Federal Mediation and Conciliation Service.

The arbitrator shall be selected from a list of seven (7) names of Michigan arbitrators supplied by the Federal Mediation and Conciliation Service. The arbitrator will be selected by the alternate striking method with the moving party making the first strike. The party requesting arbitration will notify the Federal Mediation and Conciliation Service of the selection.

The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the

parties only over the interpretation or application of the matters which are specifically covered in this Agreement.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed that further negotiation should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on other extra-contract matters not specifically incorporated in this Agreement.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Any award of the arbitrator shall not be retroactive prior to the time the grievance was first submitted in writing.

There shall be no appeal from an arbitrator's decision rendered in accordance with this Agreement, and it shall be final and binding on the Union, the Employer and on all employees.

## ARTICLE 17

### Disciplinary Procedure

#### Section 1. Notice of Discipline.

(a) The Employer agrees to provide a copy of any written reprimand, suspension, or discharge of a non-probationary employee to the employee and his steward. Said written notice shall contain

the reasons for the discipline. Discipline of non-probationary employees shall be for just cause.

(b) The disciplined employee will be allowed to discuss the discipline with his steward and the Employer will make available a meeting room where he may do so before, and if, he is required to leave the property of the Employer. Upon request, the Superintendent or his designated representative will discuss the discipline with the employee and the steward.

Section 2. Appeal.

(a) Should a discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to STEP 2 of the grievance procedure within five (5) work days of the suspension or discharge. Appeal of any other disciplinary action shall proceed at STEP 1 of the grievance procedure.

Section 3. Use of Past Record.

(a) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

**ARTICLE 18**

**Layoff and Recall**

Section 1. The Employer reserves the right to reduce the work force.

Section 2. No regular employee shall be laid off while there are temporary seasonal employees in positions of the same class, and the regular employees are willing to accept the positions being held by the temporary seasonal employees.

Section 3. When need arises for layoff of regular employees in any department of the Employer, the individual employee shall be laid off in the inverse order of their seniority, except that no regular employee shall be laid off whose position cannot be satisfactorily filled by personnel on the payroll of the Employer.



## ARTICLE 19

### Work Rules/Drug and Alcohol Testing Policy

The Employer reserves the right to publish and enforce work rules, policies and regulations.

The Union recognizes the right of the Employer to unilaterally adopt work rules, including a drug and alcohol testing policy, however reserves the right to challenge such adopted rules and/or policies through the grievance procedure if it feels that the rule and/or policy is unreasonable or has been unfairly applied.

## ARTICLE 20

### General Provisions

Section 1. Military Service: Employees who perform and return from military service in the Armed Forces, the military Reserves or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation, and length of service pay increases as may be from time to time provided by applicable statutes of the United States and the State of Michigan.

Section 2. Savings Clause: Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. The parties to this Agreement agree that they shall not discriminate against any person because of religion, race, national origin, color, age, sex, height, weight, marital status, or handicap unrelated to his/her ability to do a particular job, and that such persons shall receive the full protection of the provisions of this Agreement.

Section 4. If any employee is required by the Employer to attend a school during working hours, he shall receive his regular wages and all expenses. The Employer shall have the right to require attendance at such schools as it believes will assist employees in the performance of their job.



Section 5. When employment is interrupted by discharge, which is not reversed by the grievance procedure, quit or strike, all insurance coverage shall continue only for the balance of the month in which such termination occurs or until the next premium is due whichever is later.

Section 6. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits 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 part, compulsory governmentally sponsored insurance programs. Provided however, that this action by the Employer shall not be taken without the consent of the Union through their authorized bargaining committee and representative.

Section 7. Drivers License: All employees are required as a condition of employment and continued employment to possess a valid commercial drivers license and any endorsements required by the Employer and state or federal law.

Section 8. Creation of Job: If a classification is created in the bargaining unit through consolidation or elimination of an existing bargaining unit position or otherwise, the Employer will notify the Union of the creation of such new classification and the rate of pay attendant thereto. If the Union does not file a written request to bargain the rate of pay with the Employer within ten (10) working days of said notice, said rate shall be as set by the Employer. Disagreement on the rate of pay shall be resolved through normal bargaining processes and not through the grievance procedure.

## ARTICLE 21

### Time and One-Half

Time and one-half will be paid for all hours worked over forty (40) hours, Sunday through Saturday.

**ARTICLE 22**

**Call-In Pay**

An employee reporting in shall be paid a minimum of two (2) hours at straight time unless such time causes an employee to be paid for more than forty (40) hours; then the appropriate time and one-half shall be paid.

**ARTICLE 23**

**Jury Duty**

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

**ARTICLE 24**

**Court Leave**

Any employee who is subpoenaed to attend court on a non-work related matter may, upon application therefor, use his/her accumulated vacation leave for time in attendance during the employee's regular shift.

**ARTICLE 25**

**Unemployment Compensation**

The Employer agrees to furnish unemployment compensation in accordance with State and Federal law.

**ARTICLE 26**

**Work Performed by Supervisors**

Supervisory employees, nor non-bargaining unit members, shall not be permitted to perform work within the bargaining unit which would cause a layoff, reduction in the hours or reduced overtime, except in the cases of emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. However, temporary employees will be allowed to continue work beyond the quitting time to complete the job they worked on that day, if necessary.

**ARTICLE 27**

**Longevity**

Longevity payments shall be made on December 1 of each year determined by length of service. To be eligible for longevity payments an employee must be on the Employer's payroll for six (6) months of the year in question. At that time the amounts shall be according to the following schedule:

<u>Years of Service</u>	<u>Payment</u>
3 Years of Service . . . . .	\$ 70.00
4 Years of Service . . . . .	\$ 85.00
5 Years of Service . . . . .	\$100.00
6 Years of Service . . . . .	\$115.00
7 Years of Service . . . . .	\$130.00
8 Years of Service . . . . .	\$145.00
9 Years of Service . . . . .	\$160.00
10 Years of Service . . . . .	\$175.00
11 Years of Service . . . . .	\$190.00
12 Years of Service . . . . .	\$205.00
13 Years of Service . . . . .	\$220.00
14 Years of Service . . . . .	\$235.00
15 Years of Service . . . . .	\$250.00
16 Years of Service . . . . .	\$265.00
17 Years of Service . . . . .	\$280.00
18 Years of Service . . . . .	\$295.00
19 Years of Service . . . . .	\$310.00
20 Years of Service . . . . .	\$325.00
21 Years of Service . . . . .	\$340.00
22 Years of Service . . . . .	\$355.00
23 Years of Service . . . . .	\$370.00
24 Years of Service . . . . .	\$385.00
25 Years of Service . . . . .	\$400.00
26 Years of Service . . . . .	\$420.00
27 Years of Service . . . . .	\$440.00
28 Years of Service . . . . .	\$455.00

**ARTICLE 28**

**Safety Shoe Reimbursement**

Each employee shall, upon presentation of proof of purchase, be reimbursed up to forty-five (\$45.00) dollars toward the purchase of one pair of MIOSHA and/or OSHA approved safety boots or for one pair of MIOSHA and/or OSHA approved safety shoes per year. Effective January 1, 1996, the reimbursement amount will be increased to \$70.00.

ARTICLE 29

Computation of Benefits

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.





ARTICLE 30

Term of Agreement

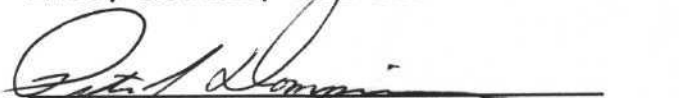
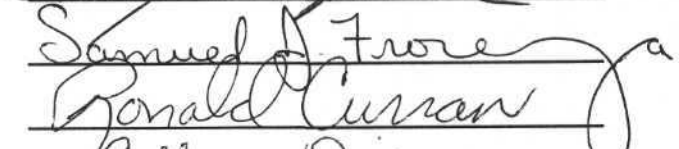

Section 1. This Agreement shall be effective from the date of signing and remain in full force and effect until December 31, 1997, and shall automatically be renewed under the same terms and conditions for yearly periods thereafter unless sixty (60) days prior to expiration either party shall give the other written notice of its desire to change its provisions or terminate this Agreement.

Section 2. This Agreement is complete and shall not be amended, changed, altered or modified except by an instrument, in writing, duly signed by the parties hereto.

DICKINSON COUNTY ROAD  
COMMISSION

DICKINSON COUNTY ROAD  
COMMISSION EMPLOYEES, LOCAL  
1286, AFSCME, AFL-CIO

WORK RULES  
OF THE  
DICKINSON COUNTY ROAD COMMISSION

The Dickinson County Road Commission does hereby adopt Work Rules.

These rules may be revised from time to time.

It is further understood that if any offense by an employee falls within more than one category established in these work rules the Employer may elect which category it considers appropriate to utilize with reference to that offense that has occurred.

The following shall be considered Major Offenses.

1. Major accident in which it has been determined that the employee's negligence caused the accident. A major accident shall be one in which there was bodily injury.

A. First Offense: One (1) week off work without pay and without accruing sick leave or vacation.

B. Second Offense: Discharge.

2. Theft.

A. First Offense: Discharge.

3. Providing false statements, reports or information to the Employer or others on job related matters

A. First Offense: Discharge.

4. Falsification of personnel records.

A. First Offense: Discharge.

5. Conviction of a felony or any criminal offense involving dishonesty, sexual misconduct and/or a violation of any controlled substance Act or when a full investigation of the facts and circumstances satisfies the Commission that the conduct did occur.

A. First Offense: Discharge.

6. Drinking intoxicating beverages or possession of intoxicants or controlled substances while on duty.

A. First Offense: Discharge.

7. Possession of a gun on Commission time or its premises at any time.

A. First Offense: Discharge.

8. The use of a controlled substance prohibited by law without a doctors prescription and/or the sale or delivery to another person of such a controlled substance.

A. First Offense: Discharge.

9. Disobeying of orders or failure or refusal to do work assigned.

A. First Offense: One (1) week off work without pay and without accruing sick leave or vacation.

B. Second Offense: Discharge.

10. Fighting.

A. First Offense: Discharge.

11. Being gainfully employed by another employer while on sick leave.

A. First Offense: Discharge.

12. Solicitation of a fee, gift or other thing of value from any person in connection with having performed a service for said person during working hours or with Commission equipment.

A. First Offense: Discharge.

13. Gambling on Employer's time or property.

A. First Offense: Discharge.

The following offenses shall be considered major offenses except where they are repeated. The offense is listed first with the penalty for said offense following.

#### A - ACCIDENTS

1. Minor chargeable accident (property damage only).

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Written reprimand and five (5) work days off without pay and without accruing sick leave and vacation.

D. Fourth Offense: Discharge.

2. Failure to report all accidents immediately.



- A. First Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.
- B. Second Offense: Written reprimand and five (5) work days off without pay and without accruing sick leave or vacation.
- C. Third Offense: Discharge.

#### B - EQUIPMENT

- 1. Unauthorized use of motor vehicles.
  - A. First Offense: Written reprimand with ten (10) work days off without pay and without accruing sick leave or vacation.
  - B. Second Offense: Discharge.
- 2. Intentional abuse of equipment.
  - A. First Offense: Written reprimand with ten (10) work days off without pay and without accruing sick leave or vacation.
  - B. Second Offense: Discharge.
- 3. Failure to report breakdowns promptly.
  - A. First Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.
  - B. Second Offense: Discharge.

#### C - MISCONDUCT

- 1. Willful, deliberate or continued violation of, or disregard of, common safety practices.
  - A. First Offense: Written reprimand and five (5) work days off without pay and without accruing sick leave or vacation.
  - B. Second Offense: Discharge.
- 2. Horseplay, scuffling where there is an injury, or potential injury, or property damage, at any time while on the Employer's property or work site.
  - A. First Offense: Written reprimand with ten (10) work days off without pay and without accruing sick leave or vacation.
  - B. Second Offense: Discharge.
- 3. Unauthorized carrying of passengers in Commission vehicles.
  - A. First Offense: Three (3) days off work without pay

and without accruing sick leave or vacation.

B. Second Offense: Ten (10) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Discharge.

4. Discourtesy to the public.

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Ten (10) work days off without pay and without accruing sick leave or vacation.

D. Fourth Offense: Discharge.

5. Failure to follow designated routes as instructed.

A. First Offense: Written reprimand with three (3) work days off without pay and without accruing sick leave or vacation.

B. Second Offense: Discharge.

6. Failure to wear safety equipment where recognized hazards exist or when required by OSHA or other rules or regulations.

A. First Offense: Written reprimand.

B. Second Offense: Three (3) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Discharge.

7. Sleeping on duty, loitering, or wasting time by any method during work hours.

A. First Offense: Five (5) work days off without pay and without accruing sick leave or vacation.

B. Second Offense: Ten (10) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Discharge.

8. Reckless driving, careless driving, or other traffic violation while on the job.

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or

vacation.

C. Third Offense: Written reprimand and five (5) work days off without pay and without accruing sick leave or vacation.

D. Fourth Offense: Discharge.

9. Placing or allowing "private" vehicles in Commission garage without permission or performing maintenance on private vehicles in county garages.

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.

10. Failure to use sanitary trash barrels for oil filters and other debris.

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Written reprimand and five (5) work days off without pay and without accruing sick leave or vacation.

D. Fourth Offense: Discharge.

#### D - ATTENDANCE

1. Reporting late for work.

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and one (1) work day off without pay and without accruing sick leave or vacation.

C. Third Offense: Three (3) work days off without pay and without accruing sick leave or vacation.

D. Fourth Offense: Five (5) work days off without pay and without accruing sick leave or vacation.

E. Fifth Offense: Discharge.

#### E - ATTENDANCE

1. Failure to make out necessary reports.

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Written reprimand and ten (10) work days off without pay and without accruing sick leave or vacation.

D. Fourth Offense: Discharge.

#### F - GENERAL

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

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Discharge.

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

A. First Offense: Written reprimand.

B. Second Offense: Written reprimand and three (3) work days off without pay and without accruing sick leave or vacation.

C. Third Offense: Discharge.

3. Taking time off after having the time refused by the Superintendent - Office Manager.

A. First Offense: Written reprimand and five (5) work days off without pay and without accruing sick leave or vacation.

B. Second Offense: Discharge.

4. Receiving three (3) reprimands for different violations in a six (6) month period.

A. First Offense: Discharge.

DICKINSON 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, \*or any Employer vehicle or equipment.

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

**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 conviction if during the three (3) years preceding that date, he was convicted of an offense that would disqualify him to operate a commercial vehicle as a consequence of driving a commercial vehicle under the influence of alcohol. A driver shall be considered to be driving a commercial vehicle while under the influence of alcohol or other prohibited substance, under the following circumstances:

- a. The driver was driving a commercial vehicle at a time the driver's alcohol concentration was 0.04% or more; or
- b. Driving under the influence of alcohol as 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.