

Washburn County Road Commission

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AGREEMENT

This AGREEMENT made and entered into this 15th day of January, 1999, by and between the Washtenaw County Road Commission (hereinafter referred to as the "Employer") and Local Union No. 214 of the State, County and Municipal Workers, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. Whenever the male gender is referred to in this contract by such words as he, him, his, etc., it is understood that the same shall refer to and include the female gender.

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

ARTICLE I

RECOGNITION-UNION-SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

(a) Pursuant to, and in accordance with all applicable provisions of the Michigan Public Employment Relations Act, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, for the term of this Agreement, of all employees of the Employer in the bargaining unit described below:

ALL PERMANENT HOURLY-RATED EMPLOYEES EXCLUDING: Engineering Personnel, Office Maintenance Clerks, Office Clerical Employees, Foremen and Supervisors. This recognition clause shall be construed to apply to employees and not to work.

Section 2. (a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit.

Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

(b) Membership in the Union is separate, apart and distinct from the assumption by one of one's equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs (a) and (b) of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence with the first pay after 31 days following the effective or execution dates hereof, whichever is later and, for new employees with the first pay of the month after 31 days following the date of employment.

(d) Vacant.

(e) When the Employer needs additional help, it shall give the union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

ARTICLE H

MANAGEMENT

Section 1. The employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge, and discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE HI

WAGES

Section 1. Attached hereto and marked Schedule "A" is a schedule showing the classifications and wage rates of the employees covered by this Agreement. Said Schedule "A" further sets forth the hours of work, regular working conditions and other details of employment. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

ARTICLE IV

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 214 and pay such amount deducted to said Local No. 214, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

(a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.

(b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

ARTICLE V

SUBCONTRACTING

Section 1. The Employer agrees that no work or services presently performed or hereinafter assigned to employees in the bargaining unit will be subcontracted if it causes the layoff of such employees, but nothing in this Agreement shall preclude subcontracting in accordance with prior practices of the Employer.

ARTICLE VI

EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or

collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employees in the unit covered by this Agreement.

ARTICLE VH

SENIORITY

Section 1. A new employee shall work under the provisions of this Agreement, but shall be employed only on a ninety-day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After ninety days, the employee shall be placed on the regular seniority list. In case of discipline within the ninety-day period, the Employer shall notify the Local Union in writing.

Section 2. While layoffs and recalls will be based upon seniority within classifications, within districts, the procedure will start with the layoff of lowest seniority employees according to total organizational seniority, providing there are employees with seniority who are available and who can satisfactorily perform the required work. Management will give individual notices to the employees involved at least two (2) calendar weeks prior to the effective date of a layoff. Employees who will or may be effected by the resulting displacement shall be notified at the time of the layoff notice, of the time and place at which a bump meeting will be held. At this meeting, which is to be held within five days after the layoff notice is given, those employees displaced and any who might potentially be bumped will make their selection of available jobs. Absent employees will have their selections made by the Chief Steward or his designated representative. Based on seniority, employees may choose a vacated job or bump a lower seniority employee from a job which was not eliminated. Displaced employees must be prepared to exercise their option at this meeting. The employee must be able to perform the work required for the job he is taking. Employees displaced under this procedure may likewise displace other employees on the same basis. This section shall apply to layoff, involuntary transfer or demotion caused by a reduction in force.

(a) Employees who exercise their seniority under this section will be paid at the rate of the classification to which they are assigned, except for those hired prior to June 4, 1987, who, when bumping into Grade 4 shall receive the "red circle" rate, which is:

June 4, 1998	\$15.36
June 4, 1999	15.67
June 4, 2000	16.06
June 4, 2001	16.54

(b) Employees who exercise their seniority under this section will be returned to their own Districts before any other lay-off, involuntarily transferred or demoted employees with less seniority in the classification from which the senior employee was laid off, involuntarily transferred or demoted are recalled by said Districts.

(c) Employees shall not displace Group Leaders. However, in the event of layoff, Group Leaders shall be laid off in accordance with county-wide seniority and their replacements, if any, shall be selected in the sole discretion of the Employer from employees then working.

(d) Employees exercising their seniority to bump into the Welder-Mechanic or Signal Technician classifications may do so provided they meet the requirements set forth in Article XV, Section 14 (Bidding).

(e) The Chief Steward shall head the seniority list, on a county-wide basis during his term of office for the purpose of layoff and recall only.

Section 3. The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment. Seniority date shall be the date hired.

Section 4. Seniority shall be lost and employment terminated in the event of:

- a. Discharge, or
- b. Voluntary quit, or
- c. Layoff over time equal to length of service at layoff or two years, whichever is sooner or,
- d. Absence for three (3) consecutive working days without notification to the employer, or
- e. Failure to return from layoff as noted in Article VII, Section 5.

Section 5. An employee who has been laid off and is recalled shall be notified of recall in writing by registered or by certified mail and such employee shall have two (2) weeks in which to report for work. However, the employee must notify the Employer within two (2) working days and state when, within the two-week period, he will return. Failure to respond to a written notice of recall within two (2) working days shall result in a voluntary quit.

Until the senior qualified employee reports to work, operations may be performed by employees out of line of seniority. Opportunity for such work shall be offered by telephone to other employees on layoff. If an employee who is recalled in writing fails to make himself available for work at the end of two (2) weeks, he shall lose all seniority rights under this agreement.

Section 6. In each district, employees working in the district shall be represented by one Steward who shall be a regular employee and working in the district. During scheduled overtime periods or scheduled week-end work, the Steward or Alternate Steward, as the case may be, shall be scheduled to work as long as there is work scheduled in his district he can do and at least one other employee is working therein.

Section 7. An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union shall not accumulate seniority while working in a supervisory position. The employee who is so transferred or demoted shall commence work in a job generally similar to the one he held at the time of his promotion and he shall maintain the seniority rank he had at the time of his promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.

ARTICLE VIII

DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge or suspend any employee without just cause. A warning slip will be given to an employee by the Employer's Supervisory Personnel and a copy of same to the Union and Job Steward effected, in writing, for any infraction of minor rules as posted. The warning notices, as herein stated, shall remain in effect for a period as specified in the Rules & Regulations. No warning notice will be given for an infraction of the major rules as posted, but discharge or suspension will be by written notice to the Union and the employee. The employees will abide by the rules as posted. Any employee who believes that a penalty for a major or minor infraction has been improperly or unfairly imposed may file a grievance under the grievance procedure in the Contract.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between an aggrieved employee and the immediate supervisor with or without his yard steward. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and proceed to Step 2.

Step 2. After receipt of the written grievance by the Department Head, a conference between the Yard Steward or Chief Steward and the Department Head

will be held within five (5) working days thereafter. A response to this meeting will be given to the Union representative within ten (10) working days.

Step 3. If the grievance is not settled in Step 2, the Union may, within five (5) days deliver to the Managing Director or his designee a written request for a meeting between the Chief Steward, Yard Steward and the Business Representative, and the Board of Road Commissioner's management representatives to review the matter. Such meeting will be held within ten (10) working days from date of said written request and the Employer will render its decision within seven (7) working days thereafter.

Step 4. In the event that the grievance is not satisfactorily settled at Step 3, except in the case of discharges, either side may invoke mediation through the Michigan Employment Relations Commission for the purpose of mediation, by making application within ten (10) working days.

Section 3. In the event that the grievance is not satisfactorily settled at Step 4, the Union may submit to Arbitration as provided in Article X of this Agreement.

Section 4. All grievances must be presented and processed as provided in this Article, and within the time limits prescribed, in order to be valid. Any grievance not taken from one step of the grievance procedure to the next within said limits shall be considered settled on the basis of the last preceding decision.

Said time limits may be extended by mutual agreement.

ARTICLE X

ARBITRATION

Section 1. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedures of the preceding Article, the Union may, within two weeks from the conclusion of the last step in said Article, request the appointment of an Arbitrator by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules then in effect.

Section 2. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Clerk of the Road Commission and to the American Arbitration Association, and shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said two week period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 4. After designation of the Arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an Opinion and award, in accordance with said rules, which, if within the Arbitrator's jurisdiction, shall be final and binding on the parties and the employees involved. Said Award shall be subject to any state or federal laws or regulation applicable thereto. Either party shall have the right to serve and enforce subpoenas for such witnesses as are necessary to the full presentation of its case.

Section 5. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities, shall be borne equally by the parties but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6. The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall he have power to establish or change any classification or wage rate, to rule on any claim for money or benefits arising under an Insurance Policy or Retirement claim or dispute, or to rule on any matter covered by any State or Federal Statute. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitratable hereunder.

Section 7. No award involving wages due any grievant shall be made retroactive for more than thirty (30) days prior to the date the grievance was submitted in writing.

Section 8. In consideration of the foregoing provisions of this Article, the Union agrees that there shall be no suspension of work, or other interference with the operation of the Employer during the term of this Agreement with respect to, or based upon, any dispute which is subject to arbitration under this Article, it being agreed that this Article provides the exclusive method of determining all such disputes if no settlement thereof is reached under the Grievance Procedure herein; the Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this section, or oppose the discipline or discharge for doing so. The Employer likewise agrees that, with respect to any dispute which is subject to arbitration under this Article, it will not institute any lockout of employees providing the provisions of Articles IX and X are followed, nor with respect to any other dispute until exhaustion of the procedures prescribed by Article IX hereof.

Section 9. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative agency, any action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made and the said party, after actual notice of same, shall, within a reasonable time, not to exceed two days, fail to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 10. It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out or any authorized cessation of work, the union shall not be liable for damage resulting from such unauthorized acts of its members during the first twenty-four (24) hours. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such authorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to, or have any recourse to, any other provision of this Agreement.

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

ARTICLE XI

STEWARDS

Section 1. The Employer recognizes the right of the Local Union to designate Job Stewards and Alternates in each District. Employees in each district shall be represented by a Steward who must be a regular employee and working in the District. There shall also be one Chief Steward. The authority of Job Stewards and Alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances with the Employer or its designated representatives in accordance with the provisions of the collective bargaining agreement.

(b) The transmission of messages and information, originating with, and authorized by the Local union or its officers, provided such messages and information:

- (1) have been reduced to writing; or
- (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

Section 2. The Stewards, during working hours, without loss of time or pay, may, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having secured permission from their Foreman. The Foreman will then grant permission at a reasonable time to the Stewards to leave their work for these purposes. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper

handling of grievances and will not be abused and Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein.

Section 3. Mediation sessions and arbitration hearings will be scheduled during normal working hours whenever possible. If a mediation session extends beyond normal working hours the Employer will pay overtime for the applicable Chief Steward, Yard Steward, Committee Member(s) and/or Grievant(s). If the Employer accepts the recommendation of the Mediator, and the Union does not accept the recommendation of the Mediator, but requests that the grievance proceed to Arbitration, the Road Commission will not pay any overtime to the applicable Chief Steward, Yard Steward, Committee Member(s) and/or Grievant(s) should the Arbitration extend beyond the normal working hours.

Section 4. The authority of the Union Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform in this Agreement.

ARTICLE XH

UNPAID LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights. Any leave of absence taken shall be deducted from the vacation credits of the employee taking such leave.

Section 2. Reasonable time off, not exceeding two calendar weeks, will be granted to not more than one (1) employee in each contract year for the purpose of attending a convention of the Union. Such leaves shall be without discrimination or loss of seniority rights, but shall be without pay. The Union shall give the Employer at least one week's notice in writing as to the employee designated to attend such convention. Other leaves will be granted for the purpose of engaging in Union activities. These leaves will be granted, without pay, to not more than one (1) employee and for a period not exceeding thirty (30) days in any contract year and may be denied or deferred if they would cause hardship or disruption of the Employer's operations due to lack of qualified available employees. The Union shall give the Employer at least one week's notice in writing as to the employee designated for such leave.

ARTICLE XIII

LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever, without the expressed approval of the Executive Board of the Local Union through its President. The Union shall not be liable for any such activities, unless expressly so authorized.

Section 2. Any individual employee or group of employees who knowingly violate or disregard the grievance procedure set forth in Article IX of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE XIV

PROTECTION OF RIGHTS

Section 1. It shall not be a violation this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's place of business, except in case of emergency.

Section 2. Within five (5) working days of filing of grievance claiming discipline or discharge in violation of this Article, the parties to this Agreement shall proceed to Step 2 of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE XV

GENERAL

Section 1. Authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of Local Union, and/or representatives of the Employer, concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3. The union and Employer agree that the pay period shall be bi-weekly. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4. The employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. Uniforms will be provided to Welders-Mechanics, Tire Repair Person, Lubricator and Assistant Storekeeper, in accordance with these conditions.

Section 5. Suitable rain coats and hats, boots and safety equipment will be furnished by the Employer, at the discretion of the Employer.

Section 6. The Employer will furnish wash rooms and lockers for the changing and storing of clothing.

Section 7. When any classification not listed on the wage schedule is established, resulting from introduction of new types of equipment or for other reason, the Employer may establish a classification and rate structure for same. In the event the Union, within two weeks thereafter, notifies the Employer that it disagrees with said rate, the matter shall be subject to negotiations between the parties, otherwise the rate shall become permanent during the term thereof. Rates agreed upon shall be effective as of the first date employees were assigned to the classification.

Section 8. There shall be a 15-minute wash up period at the end of each shift and disinfectant soap will be provided where needed.

Section 9. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union. All notices posted must have the signatures of the Union Business Representative or the District Steward and shall be limited to notices of Union meetings and social affairs, notice of Union elections and results thereof and other official business of the Local and the International. All other material may be removed from the board and appropriate discipline taken as to violators.

Section 10. When an employee is required by the Employer to provide his own transportation to and from the job location, he shall receive the same mileage allowance known by the Employer at the time to be allowed by the I.R.S., with no retroactivity allowed.

Section 11. Employees in the bargaining unit may be transferred into another district when in the opinion of the Employer the best interest of the employee, Employer, Union and the public will be served.

Section 12. In the event of such transfer the employee will carry full seniority from the district transferred from, to the new district transferred to.

Section 13. Employees are transferable from one classification to another by their immediate supervisor, based on the availability of work and skills of employees.

Section 14. Vacancies occurring in any position in the bargaining unit in any district shall be posted on the bulletin board of each district for not less than three (3) days. The successful bidder will be notified and the notice will be posted within seven (7) days. Positions of Group Leaders are not open for bidding, but will be filled in the discretion of the Employer.

- A. Employees who bid into the position of Welder-Mechanic must have the following qualifications:
 - (a) Prior verifiable experience as a truck mechanic.
 - (b) Complete tools set up to the "1 1/2" inch satisfactory to the Employer.
 - (c) All basic certifications listed as follows:
 - 1) Engine repair - auto and truck.
 - 2) Electrical Systems - auto and truck.
 - 3) Diesel engine repair.
 - 4) Drive train - H.D. Truck.
 - 5) Brakes and braking system - auto and H.D. Truck
 - 6) Suspension and steering - H.D. Truck
- B. Employees who bid into the position of Signal Technical I must have the Qualifications noted on the current (March 1994) job description or its successor documents.
 - (a) Employees going into that position without the Level I Signal Certification will work at Labor Grade 6 until they are awarded the stated certification; and
 - (b) Employees who do not obtain the Level I Signal Certification within twelve (12) months from the day they are assigned to that job shall be returned to their former position, and their former rate of pay, as in Article XV, Section 16. This time period can be extended by the mutual agreement of both the Union and Road Commission.
 - (c) Employees taking that position and failing to obtain the stated certification may not bid on that job again without having the stated certification.
- C. Employees filling the position of Lubricator or Tireman must have passed the mechanics certification for brakes. Employees may bid into these positions at Grade 6 without this certification, but must become certified

within six (6) months. If the employee cannot complete this certification within six (6) months, he/she will be returned to his/her previous position.

Section 15. Vacancies will be filled according to seniority if all other matters such as ability and physical qualifications are equal in the opinion of the Employer and the Union. Bids within the particular district involved, will be given preference.

Section 16. Except as noted for the Signal Technician I in Section 14.B above, the successful bidder shall be given a probationary period of up to sixty (60) days to qualify on the job. The employee will receive the rate of the classification. In the event the employee cannot qualify, he shall be returned to his former position and his former rate of pay.

Section 17. An employee, when temporarily required to work in a classification higher than his classification, will receive the higher classification rate. Upon return to his regular classification, his rate will be the same rate paid before his temporary assignment.

Section 18. The Employer will reserve the right to hire from outside, if, in the opinion of the Employer, no employee can fill the vacancy or no bids are received from employees in the bargaining unit.

Section 19.

- (a) The employer reserves the right to fill temporary or seasonal assignments from within, without following the bidding procedure, for a period of three (3) months.
- (b) The employer reserves the right to hire temporary employees to fill positions vacated by employees on approved leave or who are displaced due to loss of CDL. Temporary employees will not be considered for overtime until all other qualified available employees, within that particular district, have first been offered the overtime.
- (c) Summer help may be hired between May 1 and September 30.
- (d) We agree to meet to consider hiring temporary employees, as an alternative to sub-contracting, for a specific activity within a defined time period on a case-to-case basis.

Section 20. Bids to fill vacancies posted by the Employer will be considered from employees in lower, same, equal or higher paid classifications (except to the classifications of Leader or Building and Ground's Maintenance in Labor Grade 8) who desire to bid into lower, same, equal or higher classification, but only under the following conditions:

1. No bids will be considered from any employee who has been awarded a vacancy within a period of twelve (12) months prior to the date of the bid except that an

employee may bid to a higher paid classification without regard to the twelve (12) month limitation.

2. An employee awarded a vacancy will be placed at the bottom of the seniority list in that classification in his district.

(a) If an employee submits a statement from his doctor that, because of disability or the infirmities of age he is unable to continue in his present classification, the Commission may require, at its own expense, verification by the Commission's doctor of such disability or infirmity to determine the type of work available which the employee is physically able to perform.

3. Welder/Mechanics who bid out of the classification may be retained on the job until a replacement is obtained for a period not to exceed sixty (60) days.

Section 21. Group leaders appointed by the Employer shall have sixty (60) days to qualify for the job and shall receive the wage rate appropriate to the classification during this period.

(a) If a Group Leader is removed by the Employer or voluntarily leaves the position within the 60 day trial period, he shall be returned to his former job.

(b) If a Group Leader is removed by the Employer after the 60 day trial period, he shall be permitted to bump in accordance with his county-wide seniority and qualifications.

(c) If a Group Leader voluntarily leaves the position after the 60 day trial period, he shall return to his previous classification and shall be assigned to a crew designated by the employer.

Section 22. The Employer agrees that it will not replace regular employees or require other persons, other than employees in the bargaining unit, to perform work which is recognized as the work of the employees in said unit, except in cases of emergencies, or for training, demonstration or tryout.

Section 23. V A C A N T

Section 24. For the purpose of facilitating emergency call-ins, employees shall be required to maintain telephones in their homes and provide the Human Resources Department with their current telephone number. Employees called in for emergency work must report to work as soon as possible, but not more than one (1) hour after being called. The Work Rules will be changed to reflect these requirements.

Section 25.

(a) All Washtenaw County Road Commission employees in Labor Grades 6-11 must hold a Group "A" Commercial Driver's License (CDL) with a tank (N) endorsement. Exceptions are employees in Facilities and the Sign Shop. Sign Shop employees must have a Group "B" License. Any employees who want to be upgraded by bid, bump, or in an emergency situation, must have the required license before they are qualified for the upgrade.

(b) The Road Commission agrees to reimburse employees for the cost of the required tank endorsement. The employer also agrees to pay for the cost of the required physicals so long as these physicals are undertaken at the medical facility designated by the employer. In the event the employee chooses to use a personal physician to perform the periodic CDL medical recertification examination, the employer will reimburse the employee at a rate not to exceed the employer's standard cost at its designated facility. The employer further agrees to allow employees to use employer's vehicles for the purpose of satisfying the required road test and will allow one initial road test and one re-test to be taken during the employee's scheduled work hours.

(c) If an employee loses his CDL except as provided in Paragraph (d) below, he shall be permitted to bump into a lower grade, not requiring a CDL, provided he is capable of performing all aspects of the classification. If the employee was hired prior to June 4, 1987, and bumps into a Grade 4, he shall be paid the red circle rate as established.

(d) For the duration of this contract, if an employee loses his CDL due to use of controlled substances or alcohol, and agrees to participate in the employer's Drug-Free Work Place Program, he will be permitted to fill a temporary position at Grade 4 for a period up to twelve months, or until he has obtained a valid CDL, whichever comes first. The employee must be capable of performing all aspects of the classification. If the employee was hired prior to June 4, 1987 and moved into a Grade 4, he shall be paid the red circle rate as established. The employer is permitted to hire temporary employees to fill the position vacated by the employee. This does not protect an employee due to layoff, involuntary transfer or demotion caused by a reduction in force. This provision "sunsets" at the end of this contract and is subject to renegotiation at that time.

Section 26. Temporary Loss of CDL

(a) In the case where an employee is found not to have a valid CDL, including the required Medical Certificate:

- (1) the Employee will have ten (10) workdays to obtain the required valid certifications; licenses;

- (2) the Employer will continue the employee in his/her normal job classification, but remove him/her from on-the-road driving of vehicles; and
 - (3) the Employer will not incur any liability for overtime the employee loses during this period as a result of the employee being removed from on-the-road driving of vehicles.
- (b) In the case where there is a question about a medical certificate's validity and the Employer opts to refer it to its designated medical facility for a ruling;
 - (1) the employer will have ten (10) workdays to have an examination performed and to receive a medical opinion thereon; and
 - (2) the Employer will continue the employee in his/her normal job classification, but remove him/her from on-the-road driving of vehicles; and
 - (3) the Employer will not incur any liability for overtime the employee loses during this period as a result of the employee being removed from on-the road driving of vehicles.
- (c) In the event any of these situations progress to the appeals process through the appropriate State of Michigan authority:
 - (1) the Employer will continue the employee in his/her normal job classification, but remove him/her from on-the-road driving of vehicles; and
 - (2) the Employer will not incur any liability for overtime the employee loses during this period as a result of the employee being removed from on-the-road driving of vehicles; and
 - (3) after sixty (60) days, the Employer will consider implementing Article XV, Section 25 (c), depending on the status in the appeal process.
- (d) Nothing in this agreement exempts the employee from the requirement to notify the Employer immediately upon the loss of any or all CDL certifications.

Section 27. Employment of Relatives.

The County Road Commission shall not prohibit the employment of qualified relatives in the same work unit, provided that neither relative participates in making recommendations or decisions specifically affecting the appointment, retention, promotion, demotion, salary or working conditions of the other relative. Similarly, Road Commission employees cannot be transferred by bid into such a reporting relationship, unless such bidding is the result of a layoff, recall, demotion, or other action initiated by the Road Commission. The term *relative* shall be defined as the parent, parent of spouse, spouse, sibling, child, grandparent, grandchild, or someone with whom the employee has a legal guardian relationship, a member of the employee's household related by blood or marriage, or a person whose relationship is similar to that of the relationships listed above.

ARTICLE XVI

EQUIPMENT, ACCIDENTS AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulations relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. It is the duty of the employee and he shall immediately, or at the end of his shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle being in an unsafe working operating condition, and receives no consideration from the Employer, he shall take the matter up with the Safety Committee who will take the matter up with the Employer.

ARTICLE XVII

MILITARY SERVICE

Section 1. Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with his seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available and further, provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

Section 2. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and, if physically fit to perform the duties of the position which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable to it, providing that they make formal application for re-instatement within ninety (90) days after the date of military service discharge. Military Service, as above defined, shall be credited to a re-instated employee's length of County Service.

Section 3. Regular full-time employees who are members with active status of an Armed Forces Reserve unit or National Guard Unit, who participate in Military Annual Unit Training, not to exceed ten (10) days annually, will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. If possible, two (2) weeks advanced notice will be given for Annual Military Training.

Section 4. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

Section 5. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE XV^m

SEPARABILITY AND SAVINGS CLAUSE

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

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

ARTICLE XIX

SAFETY COMMITTEE

Section 1. A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of Safety and Safety Rules.

Section 2. When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and, if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation.

Section 3. The Employer shall consider the personal safety of the employees in establishing operational procedures.

ARTICLE XX

COURT AND FUNERAL LEAVE

Section 1. Any employee who is subpoenaed as the result of an accident or is involved in an accident, while on duty, who must attend court, shall suffer no loss of pay.

Section 2. Any employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay, when he provides acceptable prior notice of the obligation and proof of the attendance that prevented his working.

Section 3. The provisions of Sections 1 and 2 above shall apply only to regularly scheduled hours, and not to overtime hours, which the employee might otherwise have worked.

Section 4. An employee will be paid for three (3) days absence for the purpose of attending the funeral of a member of his immediate family. Immediate family means father, mother, sister, brother, child, wife or husband, current mother-in-law, and current father-in-law. Employees will be paid for one (1) days absence to attend the funeral of the employee's natural grandparents. This is separate from vacation days, although employees may use up to two (2) days of their sick leave in conjunction with funeral leave. However, an employee must notify his supervisor or the next available appropriate member of management prior to using such sick time.

ARTICLE XXI

WORKER'S COMPENSATION

Section 1. The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees even though not required by law. See Article XXIV - SICK LEAVE, Section 5.(a) - (c).

ARTICLE XXII HOLIDAYS

All probationary and regular employees will be eligible to receive holiday pay under the following regulation: Employees will be paid their current rate based on an eight (8) hour day for said holidays.

Section 1. The holidays for the contract term are designated as follows:

(a) First Year

July 2, 1998	Independence Day (Thursday)
September 7, 1998	Labor Day
November 26, 1998	Thanksgiving Day
November 27, 1998	Friday after Thanksgiving
December 24, 1998	Christmas Eve (Thursday)
December 25, 1998	Christmas Day (Friday)
December 31, 1998	New Years Eve (Thursday)
January 1, 1999	New Years Day (Friday)
January 18, 1999	Martin Luther King Birthday
April 2, 1999	Good Friday
May 31, 1999	Memorial Day

(b) Second Year.

July 5, 1999	Independence Day (Monday)
September 6, 1999	Labor Day
November 25, 1999	Thanksgiving Day
November 26, 1999	Friday after Thanksgiving
December 23, 1999	Christmas Eve (Thursday)
December 24, 1999	for Christmas Day (Friday)
December 30, 1999	for New Years Eve (Thursday)
December 31, 1999	for New Years Day (Friday)
January 17, 2000	Martin Luther King Birthday
April 21, 2000	Good Friday
May 29, 2000	Memorial Day

(c) Third Year.

July 4, 2000	Independence Day (Tuesday)
September 4, 2000	Labor Day
November 23, 2000	Thanksgiving Day
November 24, 2000	Friday after Thanksgiving
December 25, 2000	for Christmas Eve (Monday)
December 26, 2000	for Christmas Day (Tuesday)
January 1, 2001	for New Years Eve (Monday)
January 2, 2001	for New Years Day (Tuesday)
January 15, 2001	Martin Luther King Birthday
April 15, 2001	Good Friday
May 28, 2001	Memorial Day

(d) Fourth Year

July 4, 2001	Independence Day (Wednesday)
September 3, 2001	Labor Day
November 22, 2001	Thanksgiving Day
November 23, 2001	Friday after Thanksgiving
December 24, 2001	Christmas Eve (Monday)
December 25, 2001	Christmas Day (Tuesday)
December 31, 2001	New Year's Eve (Monday)
January 1, 2002	New Year's Day (Tuesday)
January 21, 2002	Martin Luther King Birthday
March 29, 2002	Good Friday
May 29, 2002	Memorial Day

Section 2. The employee must work the preceding work day before a holiday and the succeeding work day after a holiday or be on approved leave starting not more than thirty (30) days prior to the holiday. Otherwise, no holiday pay will be granted.

Section 3. Employees working on an approved holiday will be paid for hours worked at the rate of one and one-half (1 1/2) times his regular rate, in addition to holiday pay.

Section 4. No employee shall be required to work on Labor Day, except in case of emergency, or employees normally scheduled to work that day.

Section 5. Employees scheduled to work on any National or State Election Days will be given one (1) hour off at the beginning of the shift for the purpose of voting without loss of pay upon presentation of proof of eligibility to vote and notice of their desire to vote given their immediate supervisor at least one (1) day in advance.

Section 6. Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday.

Section 7. When a holiday falls on Saturday, the preceding scheduled work day shall be the celebrated holiday. When a holiday falls on Sunday, the following Monday shall be considered the holiday.

ARTICLE XXHI

VACATIONS

Section 1. All regular full-time employees shall be entitled to vacation time with pay on the following basis:

- (a) Employees who complete one (1) year of service from date of hire shall be granted eleven (11) working days vacation with eleven (11) days pay to be used in the twelve (12) months next following the anniversary of the employee's seniority

date, and each anniversary thereafter until he has completed five (5) years of service. Effective June 4, 1995, employees in their first year may use and be paid for up to five (5) of those eleven days after completing six months of employment service.

(b) Employees on completion of five (5) years of service will be granted sixteen (16) working days vacation with sixteen (16) days pay to be used in the twelve months next following the employee's anniversary date and each anniversary date thereafter.

(c) Employees on completion of thirteen (13) years of service, will be granted twenty-one (21) working days vacation with twenty-one (21) days pay to be used in the twelve (12) months next following the employee's anniversary date and each anniversary date thereafter.

(d) Employees on completion of twenty (20) years of service, will be granted twenty-three (23) working days vacation with twenty-three (23) days pay to be used in the twelve (12) months next following the employee's anniversary date and each anniversary date thereafter.

(e) In the event an employee, who is eligible for vacation, with pay, shall retire, resign, die or be discharged, he or his estate will at the time of termination be paid:

(1) For any unused annual accumulated vacation time which has been credited to him, plus the pro-rata amount of the annual vacation earned by him in the period between the last anniversary of his seniority date and the date of his termination based on days worked after the date in the month of his termination which corresponds to his anniversary date with ten (10) or more days worked to qualify for an additional day.

Section 2. Employees who lost time due to on-the-job disability up to a maximum of one (1) year shall be credited with vacation as though the time so lost was actually worked.

Section 3. An employee who returns from military leave of absence shall be credited with vacation days for the months during which he was on such leave within twelve (12) months preceding the anniversary date on or before which he returns to active employment.

Section 4. Vacation days can only be accumulated in the amount not to exceed ten (10) days at the end of each anniversary year.

Section 5. A vacation schedule will be worked out in the unit during the month of January by master seniority. Employees who fail to schedule a vacation during the month of January and who thereafter request vacation shall thereafter be granted vacation on a first come-first serve basis. However, vacations shall be worked out so as not to injure services

rendered by the unit. An employee shall notify his supervisor of his desire to use a vacation day prior to the end of the previous workday, except in an emergency.

Section 6. Vacations may be taken one day at a time; forty hours per calendar year may be taken in one hour increments. Vacation time will be allowed for the first day of the Michigan firearm deer season provided that if more than two (2) employees for every six (6) in a district are permitted to go, then those additional employees must be available for emergency call-in. Any employee whose vacation is not approved in advance, or who is otherwise absent during the deer season for reasons other than a bona fide emergency acceptable to the employer, or who fails to report for emergency duty after agreeing to do so, shall be subject to a disciplinary penalty of one week off without pay. An employee who takes a day off at any other time without prior approval shall not be paid for the time off notwithstanding Article XXIV, Section 5 (d), and shall be subject to further disciplinary action. Vacations may be split but only with one preference, provided such scheduling does not drastically interfere with the operations.

Section 7. Vacations will not be permitted in advance of the time such vacation is earned, that is, between one anniversary date and the next anniversary date.

Section 8. An employee who is absent from work for other than on-the-job disability will earn vacation for one month only. The first month of absence will begin on the date of injury or illness. Upon his return to work, his earned vacation will begin on the date in the month he returns to work which corresponds to his anniversary date. Such vacation days earned in this anniversary year will be used and paid in the next succeeding year as provided in Section 1 above.

Section 9. Prior to commencing a vacation period, an employee shall be required to submit a "vacation request form" and shall indicate thereon the dates he wishes the vacation period to start and end. If a weekend or weekends are included within the requested vacation period, the employee shall not be eligible for weekend overtime.

ARTICLE XXIV

SICK LEAVE

Section 1. All employees, probationary or regular, will be eligible to have sick leave days credited to them. Probationers may not use such days until after acquiring seniority. Sick leave days will be earned at the rate of one (1) day for each full month of employment. For employees hired the 1st through 15th of the month, their sick leave base date will be the first of that month, and if hired the 16th through the last of the month, the base date will be the first of the next month.

Section 2. Sick leave days may be accumulated to 120 days only.

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Section 3. Sick leave shall be available for use by employees in the bargaining unit for the following purposes;

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Sick leave for scheduled medical or dental visits shall be taken in not more than 1/2 day increments, unless complications require more time off.

Section 4. Sick leave may be used in not less than one-half (1/2) of an hour increments. However, sick leave will not be used for reporting late to work with the exception of scheduled medical or dental visits as set forth in Section 3.C. of this Article.

Section 5. (a) For the loss of time authorized by doctor's certificate on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on his sick leave credits, for any one injury, but such payment shall not be allowed on recurrence of his previous injury.

(b) A regular employee who suffers injury, after the first week compensable under the Worker's Compensation Act, may be paid the difference between his regular wages and payment received under the provisions of the Act, to be deducted from accumulated sick leave or vacation time.

(c) When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following an illness or injury, indicating that he is physically able to do work available before his return to active work.

(1) In the event an employee is paid sick leave for an absence period and is later determined to be eligible to receive Worker's Compensation payments for the same period, the amount of sick leave paid to the employee shall be offset against the Worker's Compensation payment, provided however, the differential payment set forth in 5 (b) above shall not be offset.

(d) Each Foreman shall be responsible for reviewing and approving employee requests for sick leave. Employees are required to give prompt notification to their Foreman of the necessity for taking sick leave. Notification must be given daily before the beginning of the regular shift of the employee requesting sick leave, where such leave is for one (1) day at a time. A doctor's report may be requested and must be submitted by the employee if such leave time is abused, otherwise no

sick leave will be granted. The Employee shall call his foreman before he returns to work following an extended illness. The Foreman will advise the employee as to whether or not a doctor's certificate will be required before the employee returns to work. Absent employees who have paid days available to them, either sick days or vacation days, will be paid and charged the day. If the employee does not specifically request a vacation day, it will be charged first against his available sick days. Employees absent without justification or timely notice shall be subject to discipline.

Section 6. An employee, using paid sick leave during a period that includes a scheduled holiday, will be paid for the holiday. He cannot be paid for both, nor will he be charged for a day of sick leave with respect to the holiday.

Section 7. An employee who is absent for more than one (1) month due to injury or illness will earn a sick day for one (1) month only. The first month of absence will begin on the first (1st) day of requested sick leave. Upon his return to work, his earned sick leave will begin on the first (1st) day of the calendar month in which he works ten (10) or more working days in that month.

Section 8. The work day for the purpose of computing paid sick leave is eight (8) hours for all employees in the unit. No employee can draw more than eighty (80) hours of sick leave during a pay period.

- (a) All benefits shall cease when the attending physician reports that the injured employee is able to work at his job.

Section 9.

- (a) An employee who separates from the Employer for retirement purposes, in accordance with the provisions of the retirement plan and who will receive payments thereunder, shall be paid one-half (1/2) of his accumulated leave on retirement.

- (b) An employee who resigns or is discharged after five (5) years of service will be paid one-third (1/3) of his unused sick leave, provided at least two (2) weeks written notice is given.

- (c) In case of death of an employee, payment of 100 percent of his unused sick days shall be paid to his beneficiary of record. Such payment shall be made at his last rate of pay and based on eight (8) hours per day.

Section 10. An employee who has accumulated less than 120 sick leave days at the end of his anniversary year and who has a balance of 9-12 unused sick leave days credited for the year, shall have the following options:

- (a) Convert two (2) days to cash,
- (b) Convert two (2) days to vacation, or
- (c) Leave the two (2) days in the sick leave bank.

Days converted to cash or vacation must be used within the following anniversary year. Days deposited in the sick leave bank may accumulate to 120 or more at which time the options set forth in Section 11 shall become available to the employee.

Section 11. An employee who has accumulated more than 120 sick leave days at the end of his anniversary year, shall be paid for 50 percent of the unused sick leave days in excess of 120 days, and shall have the following options for use of the remaining 50 percent:

- (a) Convert up to five (5) days to vacation days (depending on unused sick leave days available) to be taken during the twelve (12) months following the anniversary day. Such vacation days shall be in addition to the employee's regular vacation.
- (b) In lieu of extra vacation, an employee may request to receive pay for up to five (5) days at his regular rate. Such additional pay shall be at the employee's request within the twelve (12) months following the employee's anniversary date.

The maximum amount of extra vacation time or additional pay under this Section shall be five (5) days.

Section 12. The printed application for leave form furnished by the Employer must be filled out completely and properly signed and submitted by the applicant for absence of any cause.

ARTICLE XXV

LIFE INSURANCE AND HOSPITALIZATION

Section 1. The employer agrees to pay the full premium for a \$20,000 term life insurance policy for regular, full-time employees from the first of the month after they have completed six (6) months service.

In addition, employees will be allowed to purchase up to \$50,000 of supplemental term life insurance in Ten Thousand Dollar (\$10,000) increments through payroll deduction. Retirees will be provided a death benefit of Five Thousand Dollars (\$5000) payable to their beneficiary of record at the time of their death. Participation in these plans requires properly signed application forms by each employee and retiree.

- (a) The Employer makes available a semi-private Blue Cross-Blue Shield Plan Group Hospital and Medical Coverage and a Master Medical Benefit Plan to all employees other than temporary or seasonal employees. The Employer will pay the full premium for the employee, his wife and dependent children up to the age of

nineteen (19). Participation in this plan requires properly signed application forms by each employee. Effective date of coverage for new employees will be in accord with Blue Cross-Blue Shield provisions.

The Blue Cross-Blue Shield \$5.00 deductible Drug Purchase Program will be provided to employees in accordance with the provisions of this subsection, effective January 1, 1991.

This Drug Purchase Program will also be provided to those retirees whose retirement date occurred subsequent to October 18, 1983.

In the event a vested member dies while an employee of the Commission, the employer agrees to continue health coverage for the member's eligible dependents at the time of death.

(b) The Employer agrees to pay the full premium for Blue Cross-Blue Shield for a six (6) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an employee on disability leave. If leave is extended and approved beyond six (6) months, the employee's Blue Cross-Blue Shield contract will be terminated. Upon his return to active employment, his contract and coverage will be reinstated effective on the first available billing after reinstatement.

(c) The Employer agrees to pay the full premium for Blue Cross-Blue Shield for a twelve (12) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an employee on disability caused by on-the-job injury. If leave is extended and approved beyond twelve (12) months, the employee's Blue Cross-Blue Shield contract will be terminated. In the event the employee's on-the-job injury was not a result of his failure to comply with Road Commission safety policies, up to an additional twelve (12) consecutive months of premiums will be paid by the Road Commission. Upon his return to active employment, his contract and coverage will be reinstated effective on the first available billing after reinstatement.

(d) The Employer agrees to pay the full premium for Life Insurance for a six (6) month period, beginning with the first day of the calendar month next following or on which the leave starts, for an employee on disability leave. If leave is extended and approved beyond six (6) months, the employee shall pay premiums until his return to active employment.

(e) The Employer agrees to pay the full premium for Life Insurance for a twelve (12) month period, beginning with the first (1st) day of the calendar month next following or on which the leave starts, for an employee on disability caused by on-the-job injury. If leave is extended and approved beyond twelve (12) months, the employee's Life Insurance coverage will be terminated, unless the employee elects

to pay the premiums until his return to active employment. In the event the employee's on-the-job injury was not a result of his failure to comply with Road Commission safety policies, up to an additional twelve (12) consecutive months of premiums will be paid by the Road Commission. Upon his return to active employment, his coverage will be reinstated.

(f) The Employer agrees to pay the premium to provide present and future retirees with the group hospital and surgical insurance benefits for retirees as provided by Blue Cross-Blue Shield. Effective July 1, 1996, the employer will also provide master medical coverage for retiring employees until they become eligible for Medicare. Effective January 1, 1997, the annual master medical deductible for all eligible employees shall be \$100/person and \$200/family.

(g) Qualifying employees or their applicable dependents shall be permitted to convert the present hospital and medical plans to individual insurance policies pursuant to COBRA provisions. There shall be a 2% administration fee in the event of termination of employment or death.

(h) Upon ratification of this agreement, and in accordance with Blue Cross renewal dates, the Employer agrees to make available at least one optional hospital and medical insurance plan for which it will pay the premium up to the amount of the current Blue Cross-Blue Shield Plan. Any excess over that amount will be paid by the employee through payroll deduction, and the employee may return to Blue Cross as soon as possible.

The employer will also provide an incentive plan for employees and retirees who will drop or reduce their health and medical insurances.

ARTICLE XXVI

DENTAL AND OPTICAL PLAN

Section 1. The employer makes available an optical and dental insurance plan from United of Omaha. This program is available for all employees and their employer pays the entire premium. As described in booklets provided by the insurance company, participation in this plan requires properly signed application forms by each employee and updates as required.

The Employer agrees to pay the full premium for the Optical/Dental program for a four-week period for employees on an approved disability leave caused by illness or off-the-job injury. Employees on an approved leave of absence caused by on-the-job injury shall have contributions paid in their behalf for the duration of the leave but no longer than twelve months from the date of the incident, unless the employee's injury was not a result of his failure to comply with Road Commission safety policies, in which case, up to an

additional twelve (12) months of premiums will be paid by the Road Commission. Once the insurance is terminated the employee will have to go through a re-enrollment period before the insurance can be reinstated.

Provisions of the COBRA law will be met for any employee or eligible dependent terminated from the Optical/Dental program according to the policy provisions. There will be a 2% administrative fee charged for people who choose to participate in that program.

Section 2. Temporary, part-time or probationary employees will not be covered by the provisions of this Article.

The Dental and Optical benefits shall be provided subject to the rules and regulations of the Plan.

ARTICLE XXVH

RETIREMENT

Section 1. The Employer is a member of the Michigan Municipal Retirement System and all full-time employees will become members of this retirement plan in accordance with its provisions. Employee payments are made by payroll deduction. Provision is made for a full-time employee to have his service time computed from the first day of continuous employment.

Section 2. Effective January 1, 1999, the vesting option will be changed to V-8 and, effective June 1, 1999, the retirement plan option will be changed to the B-3 base; the employee contribution will remain at 5.3% of gross pay. All other existing provisions will remain the same.

ARTICLE XXVIII

V A C A N T

ARTICLE XXIX

V A C A N T

ARTICLE XXX

MAINTENANCE OF STANDARDS

Section 1. The Employer agrees that all conditions of employment relating to hours, wages and working conditions shall be maintained at the levels existing at the date of this Agreement except to the extent modified by this or any preceding agreements between the Union and the Employer. Wherever, in this Agreement, there is specified coverage of, or reference to such conditions, the terms of this Agreement shall control.

ARTICLE XXXI

TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from June 4, 1998 to and including June 3, 2002 and shall continue in full force and effect from year to year thereafter unless written notice or desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to negotiate changes or revisions in this Agreement, either party may serve, upon the other a notice, at least sixty (60) days prior to June 3, 2002 or any subsequent anniversary thereof, advising that such party desire to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

Section 3. Should either party to this Agreement serve notice upon the other party, under Section 1 or 2 above, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this Agreement.

SCHEDULE "A"

OVERTIME AND HOURS OF WORK

Section 1. The regular work week is established as eight (8) hours a day, five days a week from Monday through Friday. The regular work day shall commence at 7:00 a.m. and end at 3:30 p.m. daily with a lunch period starting four (4) hours after the start of the work day. The Employer reserves the right to change starting and quitting times of the regular work day, if such change does not exceed one (1) hour from the regular work day scheduled above, and will notify the Employees and Union one (1) week in advance of any change.

Section 2. Those employees regularly employed on the afternoon shift, which is from 3:00 p.m. to 11:30 p.m., with the exception of janitors and custodians, will receive a differential of fifteen (\$.15) cents per hour above the classified rate. Those employees regularly employed on the midnight shift, which is from 8:00 p.m. to 4:30 a.m. with the exception of janitors and custodians, will receive a differential of twenty (\$.20) cents per hour above the classified rate.

The Employer may establish an overlapping shift from 9:00 a.m. to 5:30 p.m. for the purpose of gassing vehicles and making them ready for the next day. Shift premium shall not apply.

Section 3. Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked outside of regular scheduled working hours, except that premium pay will not be pyramided.

Section 4. Time and one-half will be paid for all hours worked on Saturday and Sunday, except regularly scheduled janitors and custodians.

Section 5. An employee reporting for emergency duty shall be guaranteed four (4) hours pay at the rate of one and one-half (1 1/2) time his hourly rate and will not be required to remain longer than the completion of the work for which he was called in. However, he shall keep himself available during the remainder of the period for which he was paid and, if he is recalled within the four-hour period, it shall not constitute a second call-in to which the guarantee applies. In emergency call-in situations involving dangerous work, two people will be assigned. It is understood that a supervisor may be one of the two people.

Section 6. Seniority by classification in the district shall prevail in the distribution of emergency overtime work. In the event the situation requires a county wide call in of road maintenance crews, employees may be called in any order. In the event a partial crew is required, the senior employee will be first called, and the next senior employee in like manner until the crew is assembled. In the event a crew cannot be assembled after the last senior employee is called, then the employees will be called in reverse order and employees must report for emergency duty until the crew is assembled.

Section 7. Overtime work will be permitted only when authorized by a foreman.

Section 8. An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended into the twelfth hour, the Employee will be granted a paid meal period of thirty (30) minutes of pay in lieu thereof. The time of the coffee break and meal period will be determined by the Employer.

Section 9. An employee reporting for scheduled overtime on a weekend or holiday shall be guaranteed four (4) hours pay at time and one-half (1 1/2) his hourly rate. However, the

Employer shall have the right to assign any work which may be available during that period.

Section 10. Each employee shall be granted two (2) rest period per day; one (1) in the morning and one(1) in the afternoon, each of fifteen (15) minutes duration. Such rest periods shall be taken on the job commencing two (2) hours after the start of the work day and two hours after the end of the lunch period each day unless otherwise specified by the Superintendent of Maintenance. Truck shall not be parked in groups or at or near restaurants during such periods and employees shall not leave the job to obtain food or beverages.

Section 11. The parties agree that the implementation of the four day work week should be continued subject to review and cancellation by either party.

Section 12. In the Sign Shop, for the purpose of overtime and emergency call-ins on signal work, the Group Leader (if certified to perform signal work), and Signal Technician I and II shall have priority over other members of the Sign Shop District. On all other work within the Sign Shop the Sign Erectors and Assistant Sign Erectors will have priority for overtime and emergency call-ins.

WAGES

Grade-Classification	Effective June 4, 1998 3% increase as follows:	Effective June 4, 1999 2% increase as follows:	Effective June 4, 2000 2.5% increase as follows:	Effective June 4, 2001 3% increase as follows:
4. Labor.....	\$ 12.35	\$ 12.60	\$ 12.92	\$ 13.31
5. Light Truck.....	15.72	16.03	16.43	16.92
6. Heavy Truck....	16.10	16.42	16.83	17.33
7. Heavy Equipment.	16.45	16.78	17.20	17.72
8. Skilled Worker. . . .	16.75	17.08	17.51	18.04
9. Grp Ldr I/Mech . .	17.15	17.49	17.93	18.47
10. Grp Ldr II..	17.50	17.85	18.30	18.85
11. Grp Ldr III	17.92	18.28	18.74	19.30

Grade 4

Labor
Janitor

Grade 5

Light Truck
Weed Mower
Assistant Sign Erector
Rest Area Attendant
Asst Bldg & Grnds Maint

Grade 6

Bridge Crew
Heavy Truck
(over 26,000 lbs.)
Assistant Storekeeper
Sign Erector
Side Mount Mower

Grade 7

Grader
Bulldozer
Scraper Pan
Mobil Crane
Gradall
Special Heavy Equipment
Mobil Sweeper
Chip Spreader Equipment
Backhoe
Signal Technician I
Mech Hlpr/Lubricator
Tire Service Repair

Grade 8

Bldg & Grnds Maint
Signal Technician II

Grade 9

Group Leader I
Welder Mechanic

Grade 10

Group Leader II

Grade 11

Group Leader III

It is understood that because this Agreement was executed on the date set forth on the Signature page, the terms of this Agreement shall not be retroactive except that the wage rates for the first year, as set forth in this wage rate schedule, shall be retroactive to June 4, 1998. Other changes in fringe benefits shall become effective upon ratification or upon the date specified and shall not be retroactive.

New starting rate schedule graduated in increments for people hired after October 22, 1998:

STARTING RATE SCHEDULE

Effective June 4, 1998

<u>Labor Grade</u>	<u>Start</u>	<u>6 Mos</u>	<u>12 Mos</u>	<u>24 Mos</u>	<u>36 Mos</u>	<u>48 Mos</u>
4. Laborer	\$ 7.64	\$ 8.23	\$ 8.82	\$10.00	\$11.18	\$12.35
5. Lt Truck	10.46	11.12	11.78	13.09	14.40	15.72
6. Hvy Truck	10.71	11.38	12.06	13.42	14.77	16.10
7. Hvy Equip	10.94	11.63	12.32	13.69	15.07	16.45
8. Skid Wkr	11.15	11.86	12.56	13.96	15.36	16.75
9. GL I/Mech	11.42	12.14	12.86	14.30	15.87	17.15
10. GL II	—	—	—	—	16.21	17.50
11. GL III	—	—	—	—	16.60	17.92

STARTING RATE SCHEDULE

Effective June 4, 1999

<u>Labor Grade</u>	<u>Start</u>	<u>6 Mos</u>	<u>12 Mos</u>	<u>24 Mos</u>	<u>36 Mos</u>	<u>48 Mos</u>
4. Laborer	\$ 7.79	\$ 8.39	\$ 9.00	\$10.20	\$11.40	\$12.60
5. Lt Truck	10.67	11.34	12.02	13.35	14.69	16.03
6. Hvy Truck	10.92	11.61	12.30	13.69	15.07	16.42
7. Hvy Equip	11.16	11.86	12.57	13.96	15.37	16.78
8. Skid Wkr	11.37	12.10	12.81	14.24	15.67	17.08
9. GLI/Mech	11.64	12.39	13.12	14.58	16.19	17.49
10. GL II	—	—	—	—	16.53	17.85
11. GL III	—	—	—	—	16.93	18.28

STARTING RATE SCHEDULE

Effective June 4, 2000

<u>Labor Grade</u>	<u>Start</u>	<u>6 Mos</u>	<u>12 Mos</u>	<u>24 Mos</u>	<u>36 Mos</u>	<u>48 Mos</u>
4. Laborer	\$7.98	\$ 8.60	\$ 9.23	\$10.46	\$11.69	\$12.92
5. Lt Truck	10.94	11.62	12.32	13.68	15.06	16.43
6. Hvy Truck	11.19	11.90	12.61	14.03	15.45	16.83
7. Hvy Equip	11.44	12.16	12.88	14.31	15.75	17.20
8. Skid Wkr	11.65	12.40	13.13	14.60	16.06	17.51
9. GL I/Mech	11.93	12.70	13.45	14.95	16.59	17.93
10. GL II	—	—	—	—	16.94	18.30
11. GL III	—	—	—	—	17.35	18.74

STARTING RATE SCHEDULE
Effective June 4, 2001

<u>Labor Grade</u>	<u>Start</u>	<u>6 Mos</u>	<u>12 Mos</u>	<u>24 Mos</u>	<u>36 Mos</u>	<u>48 Mos</u>
4. Laborer	\$ 8.22	\$ 8.86	\$ 9.51	\$10.77	\$12.04	\$13.31
5. Lt Truck	11.27	11.97	12.69	14.09	15.51	16.92
6. Hvy Truck	11.53	12.26	12.99	14.45	15.91	17.33
7. Hvy Equip	11.78	12.52	13.27	14.74	16.22	17.72
8. Skid Wkr	12.00	12.77	13.52	15.04	16.54	18.04
9. GL I/Mech	—	—	—	—	17.09	18.47
10. GL II	—	—	—	—	17.45	18.85
11. GL III	—	—	—	—	17.87	19.30

An employee changing classifications within a labor grade will stay at the same service step. An employee moving to a higher classification will be placed at the lowest service step that will provide him with a raise in pay. An employee moving to a lower labor grade will move to the same service step held in the previous labor grade. Movement within a labor grade will be by the service time spent in that labor grade, not to total service. Management reserves the right to hire employees above the starting rate according to skill and experience.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year set forth below.

For the Board of County Road Commissioners
of the County of Washtenaw.

HERMAN L. KOENN

Chair

FRED J. VEIGEL

Vice Chair

NORMAN E. KENNEDY

Member

ROBERT L. POLENS

Managing Director

GERALD C. COTTRELL

Director of Operations

WILLIAM B. McAFEE

Director of Human Resources

DATE SIGNED: January 5, 1999.

For Local Union No. 214

Affiliated with the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers of America.

TERRY DORCY

GARY LOBDELL

IRVIN KNICKERBOCKER

JOHN M. PACE

DATE SIGNED: January 15, 1999.

sign/39/md

CONTRACT AGREEMENT

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WASHTENAW COUNTY ROAD COMMISSION
RULES and REGULATIONS

The following Working Rules are adopted so that all employees will know what is expected of them. ' Serious offenses call for more severe penalties than minor infractions, so the Rules set up different penalties. While this policy establishes maximum penalty for violation of rules, the final disposition may be tempered on an individual case basis. It is understood that this list is not all inclusive and that discipline may be imposed for conduct which disturbs the good order of the organization or negatively effects the employer or other employees.

The Road Commission may revise these Rules and Regulations by giving employees ten days notice prior to implementation.

MAJOR GROUP I VIOLATIONS.

The following are considered as extremely serious offenses and violators are subject to discharge:

1. Theft of employer's or fellow employee's property.
2. Falsification of official records.
3. Immoral conduct or indecency while on duty or on Commission property.
4. Use of or being under the influence of alcohol, or use or possession of illegal drugs, while on duty or on Commission property, unless the employee complies with the Employer's Drug-free Work Place Policy.
5. Three disciplinary layoffs within a twenty-four (24) month period.
6. Conviction of a job-related felony.

MAJOR GROUP II VIOLATIONS.

The following are considered as serious offenses. These violations shall be accumulative for not more than two (2) years. Violators are subject to the following penalties:

First Offense - Three days suspension without pay.

Second Offense - Five days suspension without pay.

Third Offense - Subject to Discharge

1. Major chargeable accident (personal injury or property damage of \$5000 or more).

2. Possession of firearms without permission on Commission property.
3. Fighting during working hours.
4. Insubordination.
5. Unauthorized use of Road Commission vehicles, materials or equipment.
6. Solicitation of a fee, gift or other thing of value from any person, in connection with employee's work.
7. Three formal disciplines within a twelve (12) month period.
8. Threatening bodily harm or personal property damage to fellow employees or supervision.
9. Malicious destruction of Road Commission property.

GROUP III VIOLATIONS.

The following are minor offenses, except where they are repeated. These violations shall be accumulative for not more than one (1) year. Violators are subject to the following penalties:

First Offense - Written Reprimand

Second Offense - One day suspension without pay.

Third Offense - Three days suspension without pay.

Fourth Offense - Subject to discharge.

1. Doing any kind of work for compensation while on sick leave.
2. Minor chargeable accidents.
3. Failure to report all accidents promptly and personal injury or major accidents immediately.
4. Posting or removal of notices, signs or written or printed matter of any type on the employer's property without permission from the employer.
5. Careless or reckless operation of employer's equipment.
6. Failure to report mechanically defective condition of equipment or breakdowns.
7. Sleeping on duty, loitering or wasting time during working hours.
8. Failure to comply with safety rules.
9. Discourtesy to the public.


10. Conviction for a moving- violation while operating a Road Commission vehicle.
11. Distributing or circulating literature, petitions, or any-written or printed matter of any description on the employer's time without permission from the employer.
12. Habitual tardiness at the commencement of the workday or after lunch. (Habitual shall be interpreted to mean three instances in one year without sufficient reason, as determined by the Department Head.).
- f13. Injurious or dangerous horseplay.
14. Illegal gambling on employer's time or premises.
15. Failure to notify supervisor or designated representative prior to start of shift when unable to report for work. (Penalties will not apply where satisfactory proof is given that notification by the employee was not possible.)
16. Failure to report for emergency duty within one hour of time called by supervisor or designated representative.
17. Distribution or exhibition of sexually explicit or offensive items or materials while on duty or on Commission property.
18. Absence without authorization. (Penalty will not apply where satisfactory proof is given that notification by the employee was not possible.)

(Rev. 7/30/92)

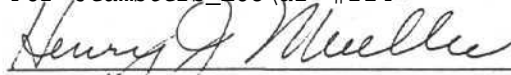
Agreed to this 29th day of COcJ~h h or, 1992.


For the Road Commission:


Robert L. Polens
Managing Director


William B. McAfee
Personnel Director

For Teamsters Local #214:


Henry Muefyer
Business Representative


Gay
Chief Steward

WASHTENAW COUNTY ROAD COMMISSION

DRUG-FREE WORK PLACE POLICY

The Washtenaw County Road Commission strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of illegal drugs/alcohol by its employees while on duty or on Commission property (or in Commission vehicles). Employees of the Road Commission are employed in safety sensitive positions, and other employees or citizens could be placed in jeopardy by an employee's use of illegal drugs/alcohol. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

I. Definitions

A. **UNDER THE INFLUENCE** means that an employee has been affected by a drug or alcohol, or a combination, in a manner that demonstrates a disregard for life or property or impairs the employee's ability to perform a given job or assignment. Symptoms of being under the influence of drugs or alcohol include, but are not restricted to, misbehavior, obvious impairment of physical or mental ability, slurred speech or difficulty in maintaining balance. Supervisors recommending testing of an employee for being under the influence shall document, in writing, their observations and the information they have which causes them to believe the employee is under the influence before the employee is sent to the appropriate place for testing.

B. **ILLEGAL DRUG** means any drug which is declared illegal by law, including all controlled substances as defined in 21 USC Section 802 and MCL 333.7104, as they are amended from time to time, or which has not been legally obtained.

C. **DRUG TESTING** means any urine/blood or breath test conducted for the purpose of detecting the presence of a chemical substance in an individual.

II. Testing Conditions

A. New Hires

All approved applicants for employment with the Road Commission shall be given a blood and/or urine test for legally controlled substances coincidental with a pre-employment physical. Those testing positive shall not be hired.

B. Existing Employees

Current employees will be required to submit to a breath, blood and/or urine examination for the purpose of detection of the employees' use of illegal drugs and/or alcohol in the following circumstances:

1. a. An employee will be tested for drugs when required to take a physical examination to obtain or to retain a Commercial Driver's License (CDL) or any other driver's license, when such license is necessary for continued employment by the Road Commission.

b. This requirement will be waived if the employee applies based on the fact he has had a negative random drug test within the twelve months proceeding the expiration date of his current medical certificate.

c. In the event the employee chooses to use a personal physician to perform the periodic CDL medical recertification examination, the employer will reimburse the employee at a rate not to exceed the employer's standard cost at its designated facility.

2. An employee of the Commission may be ordered to submit to testing upon reasonable suspicion that such an employee may be under the influence of alcohol or controlled substances while working or while at the workplace.

3. Any employee involved, while operating equipment, in a major chargeable accident in which personal injury or property damage of \$5,000 or more, occurred, may be ordered to be tested.

4. Any employee participating in an approved drug and alcohol program as described in Section III shall be tested at such intervals as recommended by the approved drug and alcohol program, in consultation with the employer, or up to a one-year period following completion of the program.

II. Testing Requirements

All breath, blood and/or urine examinations will be performed by a certified testing facility recognized under the U.S. Department of Transportation's current rules, and which is accessible through the employer's current designated medical facility.

Samples testing positive for one of the five designated controlled substances under the U.S. Department of Transportation's guidelines shall be subjected to an additional confirmatory gas chromatography/mass spectrometry (GC/MS) test. No urine test shall be reported positive until confirmation by such GC/MS testing. In addition, the laboratory shall retain a portion of the initial sample to be made available on request to the employee for independent confirmatory tests at the employee's expense at a laboratory of the employee's choice.

Collection and processing procedures for the types of test covered by this policy shall be done substantially in accordance with those procedures in 49 CFR Part 40, including 40.25 Sub parts [a] through [i] to insure that samples are not tampered with during, or after collection.

The confirmatory positive test result "cut-off" levels shall be as provided in 49 CFR 40.29 (f) as set out in the following table:

GC/MS Confirmation Test

Marijuana Metabolite	15 ng/ml
Cocaine Metabolite	150ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines:	
Amphetamine	500 ng/ml
Metamphetamine	500 ng/ml

Adjustments in the Federal test levels will be accepted on the effective date thereof.

Only specimens confirmed as positive by the GC/MS test procedure shall be reported as positive for controlled substances by the testing laboratory. Test results shall be reported to the Medical Review Officer substantially in accordance with the procedures set out in 49 CFR 40.29. The Medical Review Officer shall review the results reported from the laboratory substantially in accordance with the procedures set out in 49 CFR 40.23.

Tests for alcohol levels shall be considered to verify intoxication or impairment when the blood/alcohol level meets, or exceeds, the applicable state or federal cut-off levels for showing intoxication or driver impairment. (At present such levels are .07 percent and .04 percent respectively.)

Before reporting test results to the Employer, the Medical Review Officer shall ascertain from recourse made available, and from the employee during the interview, whether an employee who has tested positive for a controlled substance is, or has been, taking prescription or nonprescription medication, prior to furnishing the test sample. The Medical Review Officer shall make the decision as to whether or not such medications used prior to collection of the test sample render a positive result unreliable. If the employee claims that a medication has been prescribed, and a positive test result is reported to the Medical Review Officer, the Medical Review Officer shall require that employee to furnish evidence such medication was, in fact, prescribed for the employee. Such evidence shall include a copy of a prescription written by a licensed physician or other documentation, such as a notation in an employee's medical records, indicating such a medication was prescribed. The Medical Review Officer shall not consider prescription medicine taken without a prescription as an excuse in determining whether or not a test result should be attributed as positive.

III. Drug and Alcohol Program

In the event that testing shall reveal the presence of either alcohol or illegal drug in such employee's breath, blood and/or urine at the time of testing beyond the accepted levels, that employee shall be required to submit to an immediate evaluation by an approved drug and alcohol program for possible alcohol and/or substance abuse problems. Pending such evaluation the employee shall be placed on immediate suspension without pay. After the evaluation such employee shall be required, as a condition of continued employment, to enter and participate in such treatment programs as shall be recommended by the approved drug and alcohol program and shall be placed upon medical leave of absence, without pay, except to the extent that such employee shall use accumulated sick time or vacation time during such medical leave of absence.

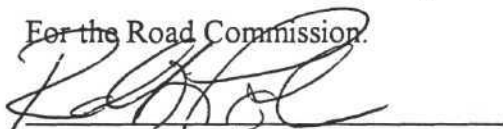
If, after evaluation, the approved drug and alcohol program counselor recommends outpatient treatment for the employee and certifies that the employee does not present a risk to others in the work place, the employee shall be allowed to return to work provided that employee furnishes satisfactory verification of attendance at such outpatient treatment sessions to the employer and the employee can fulfill the requirements of the job.

Upon the Program Administrator's certification of successful completion of the recommended drug or alcohol treatment program and determination that the employee does not present a risk to others in the work place, the employee shall be permitted to return to employment provided he can fulfill the requirements of the job. Thereafter, such employee shall be subject to regular drug and alcohol testing at the Employer's expense at such intervals as shall be recommended by the approved drug and alcohol program in consultation with the Employer or up to a one year period after completion of the program.

Any employee who shall fail to participate in and/or successfully complete such treatment program, including recommended after-care, as shall be recommended by the approved drug and alcohol program, or shall thereafter test positive within one (1) year after the completion of the treatment program, either during after-care testing, or any other type of testing set out in this policy statement, shall be subject to immediate discharge.

Agreed to this / 5th day of January, 1999.

For the Road Commission.

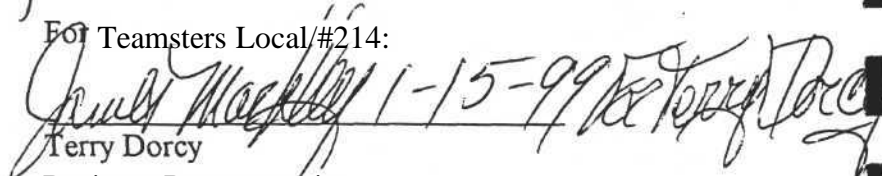


Robert CPofeiis
Managing Director

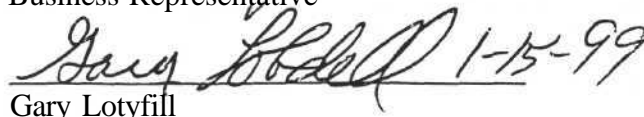


William B. McAfee
Human Resources Director

For Teamsters Local #214:



Terry Dorcy
Business Representative



Gary Lotyfill
Chief Steward

Revised 11/28/95/negot'ns
Revised 8/31/92/md
Rev/Corr 11/4/98/(negot'ns)wbm
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MEMORANDUM OF UNDERSTANDING

SUPPLEMENT TO DRUG-FREE WORKPLACE POLICY

In that the U. S. Department of Transportation (USDOT) has established additional regulations effecting holders of Commercial Drivers' Licenses (CDLs), we hereby add the following procedures to our existing policy:

I. TESTING CONDITIONS:

- A. POST-ACCIDENT.** In light of the change in definition, driving CDL holders will be tested for drugs and alcohol as soon as practicable after any accident in which they were involved as driver if:
1. there was a fatality, or
 2. the driver received a citation for a moving traffic violation arising from the accident, or
 3. there was a serious injury requiring the injured person to leave the scene of the accident for immediate treatment.

A driver who is subject to post-accident testing shall remain readily available for such testing. Otherwise, that driver may be deemed by the employer to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

- B. RANDOM.** In accordance with current law, and until adjusted by the legislating authority, 50% of the average number of Washtenaw County Road Commission CDL holders will be tested annually for the specified controlled substances and 25% of that same average number will be tested for alcohol. Each CDL holder shall have an equal chance of being selected at each random selection. Such testing will be performed at random times during a calendar year by a qualified contracted agency which will also conduct the random selection of employees to be tested in accordance with accepted procedures.

II. PROHIBITIONS:

- A. Alcohol concentration.** No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. No employer having actual knowledge that a driver has an alcohol concentration of 0.02 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.

- B. Alcohol possession.** No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol (unless the alcohol is manifested and transported as part of a shipment). No employer having actual knowledge that a driver possesses unmanifested alcohol may permit the driver to drive or continue to drive a commercial motor vehicle.
- C. On-duty use.** No driver shall use alcohol while performing safety-sensitive functions. No employer having actual knowledge that a driver is using alcohol while performing safety-sensitive functions shall permit the driver to perform or continue to perform safety-sensitive functions.
- D. Pre-duty use.** No driver shall perform safety-sensitive functions within four hours after using alcohol. No employer having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform safety-sensitive functions.
- E. Use following an accident.** No driver required to take a post-accident test under S382.303* shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- F. Refusal to submit to a required alcohol or controlled substances test.** No driver shall refuse to submit to a post-accident alcohol or controlled substances test required under S382.303, a random alcohol or controlled substances test required under S382.305, a reasonable suspicion alcohol or controlled substances test required under S382.307, or a follow-up alcohol or controlled substances test required under S382.311. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.
- G. Controlled substances use.**
- a) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
 - b) No employer having actual knowledge that a driver has used a controlled substance shall permit the driver to perform or continue to perform a safety-sensitive function.
 - c) An employer may require a driver to inform the employer of any therapeutic drug use.

- H. **Controlled substances testing.** No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. No employer having actual knowledge that a driver has tested positive for controlled substances shall permit the driver to perform or continue to perform safety-sensitive functions.

IN. REQUIREMENTS:

- A. The employer shall abide by the applicable law by providing the required training for employees and supervisors prior to the implementation of these procedures.

IV. ACTION:

- A. **Alcohol test results.** A screening test of less than 0.02 will be considered "negative" and the employee may return to work. In the event a test registers 0.02 or greater, the employee will be required to take a confirming test, if the confirming test registers less than 0.02, the test will be considered negative and the employee may return to work.

If the confirming test registers 0.02 or greater but less than 0.04, the employee may return to non safety-sensitive jobs within twenty-four hours following the time of the confirming test. He/she will not be eligible for emergency call-in or scheduled overtime during that period. [If this situation (having a positive confirming test of 0.02 or greater) occurs more than once in any twelve month period, Section III of the "Drug-free Workplace" Policy will be implemented.]

If the employee tests 0.04 or greater on the confirming test, then Section III of the "Drug-free Workplace Policy" will be implemented. Even if the Substance Abuse Professional clears the employee for return to work, he/she cannot return to a safety-sensitive job for twenty-four hours from the time of the positive test, nor will he/she be eligible for emergency call-in or scheduled overtime during that period. In order to return to work, the employee must provide a test from a certified Breath Alcohol Technician (BAT) proving less than 0.02 alcohol concentration within four hours of the time of their return to the job.

- B. **Drug test results.** Employees receiving a positive drug screen report from the Medical Review Officer (MRO) will be removed from the job and Section III of the "Drug-free Workplace Policy" will be implemented. (NOTE: An MRO is a designated physician not an employee of the Washtenaw County Road Commission.)

- C. **Costs.** Employees must bear the cost of any follow-up or return to work after a positive result has been given. Continuation of health benefits for an

employee are provided in Article XXV, Section 1 .(b) and (g) of our current agreement and in the Family and Medical Leaves of Absence policy.

V. VIOLATIONS:

Violations of any of the conditions and procedures of this supplement will be treated as violations of the road commission's work rules and Drug-free Workplace policy.

*References given herein are to sections of 49 CFR. Copies of the most recent applicable regulations will be made available by the Human Resources Office for any employee wishing to review them.

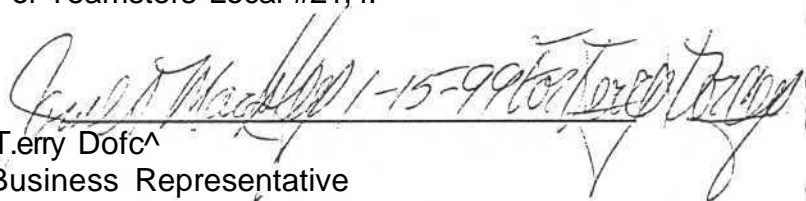
Agreed to this 11 T^h day of January, 1999?

For the Road Commission:



Robert L. Totens
Managing Director

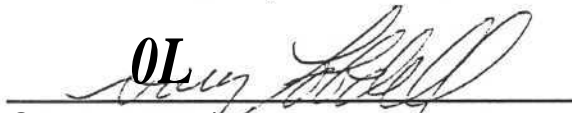
For Teamsters Local #21,4:


1-15-99

Terry Dofc^
Business Representative



William B. McAfee
Human Resources Director



Gary Lobdell
Chief Steward

12/1/95

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