AGREEMENT

BETWEEN THE

WASHTENAW COUNTY ROAD COMMISSION

ANN ARBOR, MICHIGAN

AND THE

INTERNATIONAL BROTHERHOOD OF

TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN & HELPERS OF AMERICA

LOCAL NUMBER 214

November 10, 2015 through November 9, 2018

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AGREEMENT

This AGREEMENT made and entered into this 10th day of November 2015, 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 Employers 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

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.

(c) 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 II
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 annual leave 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 III
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
DUES, SERVICE FEES AND VOLUNTARY ASSOCIATION

The Employer hereby agrees to deduct dues, service fees, and/or initiation fees of the individual employee to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

a) Each employee who desires to have such dues, assessments and/or initiation fees deducted from his earnings shall execute the Employer's "AUTHORIZATION FOR PAYROLL DEDUCTION" form.

b) During the life of this Agreement the Employer shall place such deduction or deductions in effect at the first pay period of the month following receipt of same and continue same unless or until revoked in writing by the employee.

The Employer shall transmit such deduction, together with a list of employees paying same, to the

Treasurer of the Union, designated in writing by the Union.

Employees covered by this Agreement at the time it becomes effective may be members in good standing in the Union, be fair share representation employees, or elect not to be either.

All new employees may, after thirty-one (31) days following the date of entry into the bargaining unit, choose to become members of the Union, or pay a fair share service fee to the Union either directly or through payroll deduction provisions as set forth above. The fair share service fee shall be solely determined as provided by the Union's Constitution and Bylaws.

It is further agreed between the parties that in no way shall the Employer be liable for uncollected fees or dues from employees not authorizing a payroll deduction for said fees or dues.

The Union shall indemnify and save the Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of its compliance with the provisions of this Article.

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 VII
SENIORITY

Section 1.

(a) A new employee shall work under the provisions of this Agreement, but shall be employed only on a one hundred eighty (180) day trial basis. During this trial period he may be disciplined or discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. After, one hundred eighty (180) days, unless extended by the Employer, the employee shall be placed on the regular seniority list. The Employer may extend the one hundred eighty (180) day period an additional ninety (90) days by providing

written notification to the Union. By mutual written agreement of the Employer and Union, the trial period may be extended for a second ninety (90) day period with the reasons for this extension provided in writing to the employee. In case of discipline within the trial period, the Employer shall notify the Local Union in writing.

(b) Should an employee's probation be extended beyond the initial one hundred eighty (180) day period, the commencement of insurance benefits which relate to a ninety (90) day probationary period will not be negatively affected.

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 affected 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 (5) 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 $21.01 per hour. This will be modified August 7, 2014 to $21.22 per hour.

(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 11.

(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 (2) 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, or
(f) Engaging in gainful employment while on unpaid leave of absence.

Section 5. An employee who has been laid off and is recalled shall be notified of recall in writing by registered or 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 (2) 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 transferred within the organization but outside of the bargaining unit, and is thereafter transferred to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in a non-bargaining unit position. If the employee who is so transferred is removed by the Employer or voluntarily leaves the position within the established probationary period, he shall be returned to his former job and he shall maintain his accumulated seniority. If an employee is removed by the Employer or voluntarily leaves the position after the trial period, he shall be permitted to bump in accordance with the county-wide seniority and qualification he had at the time of the transfer out of the bargaining unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

ARTICLE VIII
DISCHARGE OR SUSPENSION

Section 1. The Employer shall not discharge or suspend any employee with seniority without just cause. A warning slip will be given to an employee by the Employers 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. The Union and Employer agree to a numbering system for easy identification.

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 Job 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 Job 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) full working days after the day of receipt of the 2nd Step answer, deliver to the Managing Director or his designee a written request for a meeting between the Chief Steward, Job Steward and the Business Representative, and the Board of Road Commissioners management representatives to review the matter. Such meeting will be scheduled within ten (10) working days from date of said written request and the Employer will render its written decision within seven (7) working days after the meeting.

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, by making application within ten (10) working days of receipt of the 3rd Step answer.

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.

A grievance of general application and interest to the unit that impacts members who are similarly situated shall be considered class action by its nature and may be filed directly at Step 3. Upon such filing, the grievance proceeds through the process on the same time lines from that point forward as any other grievance.

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 time limits shall be considered settled on the basis of the last preceding decision.

Said time limits may be extended by written mutual agreement.

Section 5. 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.

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 forty-five calendar days from the conclusion of the last step in said article, request the appointment of an Arbitrator by the Federal Mediation and Conciliation Service (FMCS) in accordance with rules then in effect. FMCS will provide a list of seven (7) Michigan Arbitrators. Selection will be by alternate strike with the right of first strike exercised by the party filing for arbitration.

Section 2. All such requests for arbitration shall be in writing, by registered or certified mail, addressed to the Managing Director of the Road Commission and to the FMCS, 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 forty-five calendar day 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 (2) 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 AND BUSINESS AGENTS

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 to 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 Employers 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.

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.

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

ARTICLE XII
UNPAID LEAVE OF ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall submit a written request to the Employer with a copy to the Chief Steward. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Any additional successive thirty (30) day leaves are entirely at the discretion of the Employer and said Employer shall consider each additional request on a case by case basis. The exercise of discretion shall not be arbitrary or capricious.

Permission for extension must be secured from the 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 annual leave credits of the employee taking such leave.

Section 2. Reasonable time off, not exceeding two (2) 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 (1) week notice in writing as to the employee designated to attend such convention. Other leaves may 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 Employers operations due to lack of qualified available employees. The Union shall give the Employer at least one (1) week 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 violates or disregards 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 of 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 Employers 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. Pay Period. 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 2. Uniforms and Tool Allowance. 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. The Shop Group Leader and Mechanics shall be eligible for reimbursement of up to $700 per calendar year for the purchase of tools to be used in the course of doing work for the Employer. Proof of purchase shall be required in order to receive reimbursement. All requests must be submitted no later than November 15. There shall be no roll over of this benefit. There will be a one-time reimbursement annually payable on or before the end of the calendar year.

Section 3. Protective Footwear. Protective footwear (safety boots) shall be worn by all employees engaging in, inspecting, or observing field operations, in building areas requiring protective footwear and in any activity where there is a hazard for foot injury. Employees requiring protective footwear must wear safety boots with a 6-inch or higher top. All required safety boots will bear a mark to show the manufacturers name or trademark and have the American Society of Testing Material (ASTM) standards certification, F2413-11. The Employer will reimburse employees the actual purchase price up to $80, whichever is lower, each calendar year toward the purchase of required safety boots. If an employee does not seek reimbursement in any calendar year it will roll over to the next calendar year. In no event will the amount available to be reimbursed exceed the prior year's unused carryover and the then current year. Any employee who receives reimbursement within ninety (90) days of retirement or resignation of employment shall return the reimbursement received on a pro rata basis. Repayment will be by automatic payroll deduction from any employee's final pay. To receive reimbursement, the employee shall present the purchased safety boots and the bill of sale to the Human Resources Manager for confirmation that they meet ASTM standard F2413-11. Reimbursement will be in the form of a WCRC check through Accounts Payable.

The Director of Operations or his designee shall determine when, in his judgment, a pair of safety boots require replacement. Foot protection shall be replaced or repaired when the soles are worn out, when holes are present, or when the stitching unravels. New hires are eligible for reimbursement the beginning of the calendar year following successful completion of their probationary period; however, they are required to provide their own safety boots that meet ASTM standard F2413-11 effective the first day of employment.

Section 4. Safety and Other Equipment. Suitable rain coats and hats, slush boots and safety equipment will be furnished by the Employer, at the discretion of the Employer.

Section 5. Lockers. The Employer will furnish wash rooms and lockers for the changing and storing of clothing.

Section 6. New Classification. 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 (2) 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 7. Wash-Up Time. Employees shall be allowed fifteen (15) minutes, with pay, to complete their required paperwork, time cards and wash-up at the end of each shift.

Section 8. Bulletin Board. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and annual leave 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 9. Mileage. 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 10. Transfers. 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. In the event of such transfer the employee will carry full seniority from the district transferred from, to the new district transferred to. Employees are transferable from one classification to another by their immediate supervisor, based on the availability of work and skills of employees.

Section 11. Posting of Vacancies/Bid Requirements. 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:
    1) Prior verifiable experience as a truck mechanic.
    2) Complete tools set up to the "1 ½" inch satisfactory to the Employer.
    3) A Group B CDL with proof of having passed the Group A driving test; and, must have acceptable certifications in Engine Repair - Diesel and Brakes & Braking Systems (Automobile/Light Truck and Heavy Duty Truck), and must obtain the remainder of the Heavy Duty Truck Certifications within six (6) months from the date of award of the position as follows:
        i. Engine Repair - Automobile/Light Truck and Heavy Duty Truck
        ii. Electrical Systems - Automobile/Light Truck and Heavy Duty Truck
        iii. Drive Train - Heavy Duty Truck
        iv. Suspension and Steering - Heavy Duty Truck
    4) Failure to obtain the remainder of the certifications within the six (6) month period beginning with the date the position is awarded, the employee shall be returned to the prior position and rate of pay.

(b) Applicants for employment as Welder-Mechanic, at the time of hire:
    1) Must have a Group B CDL with proof of having passed the Group A driving test. Within thirty (30) days of employment, the new employee must pass the Group A driving test; and

2) Must have acceptable certifications in Engine Repair - Diesel and Brakes & Braking Systems (Heavy Duty Truck). The remainder of the Heavy Duty Truck Certifications (Engine Repair - Gasoline, Electrical Systems, Drive Train and Suspension & Steering Systems) must be obtained within six (6) months from the date of hire.
3) The probationary period will be extended to six (6) months or receipt of all certifications, but not less than ninety (90) days.

(c) Employees filling the position of Signal Technician must have the qualifications and education noted on the current job descriptions or their successor documents. When the Employer does change a job description, the Union Business Agent and the Chief Steward shall receive a copy.

1) Prior to being awarded a Signal Technician position the employee must take an electrical aptitude test and a computer aptitude test, which will be supplied and administered by the Employer. If the aptitude tests show the employee to be deficient with a less than satisfactory score the bid will not be awarded and the next qualified bidder passing the aptitude tests within accordance to Article XV, Section 12 will be awarded the position. It will be the responsibility of the employee to improve in these areas and show documentation supporting the improvement prior to submitting another bid on a future opening.
2) Employees successfully passing the aptitude tests and entering the Signal Technician I position without the IMSA Level 1 Signal Certification will be paid at the Labor Grade 7 rate until they receive the IMSA Level I Signal Certification, after which they will receive the Labor Grade 8 pay rate.
3) Employees who bid into this position and do not obtain the IMSA Level I Signal Certification within twelve (12) months from the day they are assigned to that job shall be returned to their former position (except Group Leader) as stated within Article XV, Section 12. This time period can be extended by the mutual agreement of both the Union and Road Commission.
4) Employees hired in this position who do not obtain the IMSA Level I Signal Certification within twelve (12) months from the day they fill the position shall be removed from this position and be allowed to bump in accordance with their countywide seniority and qualifications. This time period can be extended by mutual agreement of both the Union and Road Commission. Employees who have reached the Labor Grade 8 level by certification will be paid at that rate until they receive IMSA Level II Signal Certification, after which they will receive the Labor Grade 9 pay rate.
5) Employees who bid into this position and do not obtain the IMSA Level II Certification within two (2) years shall be returned to their former position. This time period can be extended by the mutual agreement of both the Union and the Road Commission.
6) Employees hired into this position who do not obtain the IMSA Level II Certification within two (2) years from the day they fill a position as a Signal Technician shall be removed from this position and be allowed to bump in accordance with their countywide seniority and qualifications. This time period can be extended by mutual agreement of both the Union and Road Commission.
7) This length of qualification being a bona fide occupational requirement for certification, is to be understood that the one (1) and two (2) year qualification periods for attaining different levels of certification apply only to the Signal

Technician positions and do not have any effect of prejudice or precedence on any other probationary or qualification period for any other articles of the contract or jobs in the bargaining unit.

8) Employees taking the position of Signal Technician and failing to obtain the stated certifications may not bid on that job again without having the stated certifications.
9) Employees entering the Signal Technician qualification period will continue to earn seniority in their previous bargaining unit job (except Group Leader) and for county wide seniority should they not stay in the Signal Technician position beyond the specified qualification period.
10) Once an employee receives the IMSA Level II Signal Certification and achieves Labor Grade 9 pay rate is considered "qualified" and may leave the position only through the standard "bid" or "bump" procedure.

(d) Employees going into the position of Lubricator or Tire Service Repair will be classified as Labor Grade 6 (Heavy Truck Driver) and must have the CDL Group A with tanker endorsement prior to bidding or assignment.

1) To qualify for a Labor Grade 7 in either of those positions, the employee must obtain a mechanic certification in Automobile/Light Truck for Brakes & Braking Systems, or Front End, Suspension & Steering Systems.
2) The Employer will supply the tools necessary to perform the Lubricator and Tire Service jobs at the Labor Grade 6 level. At the Labor Grade 7 level, the Employer will maintain in the storeroom the hand tools necessary to perform a brake repair job, specifically a pair of spring pliers, a brake spoon and a brake retainer spring tool.

(e)

1) Employees who bid into the position of Sign Erector and do not obtain the IMSA Level I Sign Certification within twelve (12) months from the day they are assigned to that job shall be returned to their former position (except Group Leader) as stated within Article XV, Section 12. This time period can be extended by the mutual agreement of both the Union and Road Commission.
2) Employees hired into this position who do not obtain the IMSA Level I Sign Certification within twelve (12) months from the day they fill the position shall be removed from this position and be allowed to bump in accordance with their countywide seniority and qualifications. This time period can be extended by mutual agreement of both the Union and Road Commission.

Section 12. Filling Vacancies. 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. Bids within the particular district involved, will be given preference. Except as noted for the Signal Technician in Section 11 (c) 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.

The Employer reserves 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.

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

Grounds Maintenance in Labor Grade 8) who desire to bid into lower, same, equal or higher classification, but only under the following conditions:

(a) 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.
(b) If an employee has bid on a particular position which was awarded, and does not change their mind within the first seven (7) calendar days, but rejected the position and returned to their prior position within the probationary period, that employee will be considered as having been awarded the position within the meaning of this section and shall not be permitted to bid again on a position within the same classification within the four (4) month period. An exception may be granted in the instance where an employee is seeking to get a work location closer to home.
(c) An employee awarded a vacancy will be placed at the bottom of the seniority list in that classification in his district.
(d) 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 Commissions doctor of such disability or infirmity to determine the type of work available which the employee is physically able to perform.
(e) 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.
(f) Prior to submitting a bid, an employee must have the bid slip signed by the Foreman who supervises the vacant position or his/her designee.

Section 13. Temporary Assignment. An employee, when temporarily required to work in a classification higher than his classification, will receive the higher classification rate for only the time performing work in the higher classification. 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. Employees temporarily transferred to a different district will, for overtime equalization purposes initially be placed at the bottom of the overtime eligibility roster.

Section 14. Temporary Employees.

(a) The Employer reserves the right to hire temporary employees for a period not to exceed six (6) consecutive months each of full or part time employment in a calendar year.
(b) The Employer agrees temporary employees shall not exceed ten percent (10%) of the regular full time bargaining unit employees at any one time. It is not the intent of the Employer to create a work shift staffed solely with temporary employees.
(c) As well, the Employer reserves the right to hire temporary employees to fill positions vacated by employees on approved leave, Worker's Compensation, or who are displaced due to loss of CDL. These temporary employees shall not be counted as part of the ten percent (10%) limitation noted in (b) above. Temporary employees will not be considered for overtime until all other qualified available employees, within that particular district, have first been offered the overtime.
(d) Temporary employees may not be used if any regular employee in the same or similar classification is on layoff or if the use of temporary employees causes the layoff of any regular employees.

(e) In the event overtime work is being performed by a temporary employee when regular bargaining unit employees within that particular district have completed their work, the employee ending his/her shift will notify the foreman of his/her availability to work overtime and relieve the temporary employee. The temporary employee will be permitted to continue to work until such time as a regular bargaining unit employee relieves him/her at his/her worksite. Bargaining unit employees who relieve temporary employees will do so on a first-available basis only and the Employer will not be required to consult any equalization of overtime roster.
(f) In addition, summer help may be hired between May 1st and September 30th.

Section 15. Group Leaders. 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 sixty (60) day trial period, he shall be returned to his former job.
(b) If a Group Leader is removed by the Employer after the sixty (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 sixty (60) day trial period, he shall return to his previous classification and shall be assigned to a crew designated by the Employer.

Section 16. Availability For Emergency Call-In/Report Time. For the purpose of facilitating emergency call-ins, employees shall be required to maintain a telephone 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. If an employee misses four (4) consecutive call-ins during winter maintenance, unless on any approved leave, he/she will be subject to Group III discipline.

Section 17. CDL.

(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. Yard Worker must have a Group "B" License. Any employees, who want to be upgraded by bid, or bump, must have the required license before they are qualified for the upgrade. An exception may be granted in an emergency situation where the employee has a "B" license and is deemed to be qualified.
(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 Employers 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 employees 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 Employers Drug-Free Work Place Program and successfully completes all related requirements of any joint return to work last chance agreements, he will be permitted to fill a temporary position at Grade 4 for a period of 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.

Section 18. 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 fifteen (15) workdays to obtain the required valid certifications/licenses;
   2) the Employer will continue the employee during this period in a job classification and location as assigned. For that fifteen (15) workday period the employee shall be paid two ($2) dollars per hour less than their then current rate, and remove him 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 a job classification and location as assigned, for that ten (10) workday period the employee shall be paid two ($2) dollars per hour less than their current rate, and 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 at the reduced rate and remove him 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 17 (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 19. 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.

Section 20. Night Patrol. Pursuant to the changes dictated by MDOT in how the Night Patrol functions, currently for five (5) days of the week, crews and operations shall function basically as they have in the past. The regular hours for Night Patrol will continue to be from 8 p.m. thru 4:30 a.m., Sunday night thru Friday morning provided however the Employer shall have the right to call in Night Patrol early.

For the holidays and two (2) weekend days, where in the event of predicted or imminent adverse weather, there will only be one (1) employee, the State Trunkline Group Leader, assigned to work for normal patrolling of State Trunklines. He shall patrol in a pick-up type vehicle equipped with county radio communications and a salt spreader. In the event a partial crew is required, the senior employee will be called and the next senior employee in like manner until the crew is assembled. If a situation arises, whether an icy bridge deck, black ice on the road, or other problems in an area that one (1) employee can handle, that requires immediate attention, he shall be required to call-in the senior member of the Night Patrol group who shall be guaranteed four (4) hours minimum call-in pay. Once that call is made, he can begin to salt the problem area and/or abate the problem utilizing the special equipped pickup. Once the Night Patrol crew (three (3) heavy truck drivers) has been called, the Group Leader can make himself available to use a winter maintenance truck equipped with a blade and salt spreader.

In instances that a Night Patrol driver(s) is called, the employee will not be asked to work past 4:30 a.m. The exception shall be in the event of an emergency call-in for snow removal, when the day crew cannot be assembled, they may be asked to work until 12 noon.

In all circumstance where general weather conditions require it on holidays or weekends, the full group shall be called and work the overtime.

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 every employee to immediately, or as soon as safely possible 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. Employees who enter the United States military will be entitled to a military leave of absence consistent with Michigan Public Act 133 of 1955. The effect on employee benefits, rehire rights, and unemployment will be in accordance with the Uniformed Services Employment and Re-employment Act (U.S.E.R.R.A.) and Michigan Public Act 133 of 1955.

Section 2. Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall 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 advance 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 XVIII
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 to attend court as the result of an accident or is involved in an accident, while on duty, 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 shall be allowed five (5) working days, with pay, as funeral leave not to be deducted from annual leave, at the time of death of the following family members:

*Spouse *Current Step-child *Child

An employee shall be allowed three (3) working days, with pay, as funeral leave not to be deducted from annual leave, at the time of death of the following family members:

*Parent *Current In-Laws (Mother, Father, Daughter, Son)
*Sibling *Current Step-parent *Current Step-Sibling

An employee shall be allowed one (1) working day, with pay, as funeral leave not to be deducted from annual leave, at the time of death of the following family members:

*Someone with whom the employee has a legal guardianship relationship
*Other dependents in an employee's household
*Grandparents *Great Grandparents *Grandchild *Great Grandchild
*Sister & Brother In-Law *Aunt[1] *Uncle[1]
[1]Defined as an employee's mother's or father's sister or brother.

An employee who has a death in his family during annual leave or other authorized leave period must notify his supervisor or the next available appropriate member of management on the next scheduled workday of receiving notice of the death and may be required to provide verification of this fact to his supervisor. This is separate from annual leave days, although employees may use up to two (2) days of their annual leave in conjunction with funeral leave. However, an employee must notify his supervisor prior to the end of the previous workday when using such funeral and/or annual leave. Failure to abide by this provision may cause an employee to be denied funeral leave pay.

In extenuating circumstances, the Managing Director may grant funeral leave upon request of the employee for unique situations not addressed above.

ARTICLE XXI
WORKERS COMPENSATION

Section 1. Each employee will be covered under the provisions of the Worker's Disability Compensation Act.

Section 2. An employee on Worker's Compensation will be allowed to utilize any accrued annual leave to supplement his Worker's Compensation, in an amount sufficient to maintain his regular weekly income until said benefits are exhausted. Employees will be considered full-time employees and eligible for full medical insurance benefits.

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 their regular workday for said holidays.

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

- New Year's Eve Day (12/31)
- New Year's Day (1/1)
- Martin Luther King Day (Third Monday in January)
- Good Friday (Friday before Easter)
- Memorial Day (Last Monday in May)
- July 4th
- Labor Day (First Monday in September)
- Thanksgiving Day
- Day After Thanksgiving Day (Fourth Friday in November)
- Christmas Eve Day (12/24)
- Christmas Day (12/25)

	2015	2016	2017	2018
New Year's Day		Friday January 1	Monday January 2	Tuesday January 2
Martin Luther King Day		Monday January 18	Monday January 16	Monday January 15
Good Friday		Friday March 25	Friday April14	Friday March 30
Memorial Day		Monday May 30	Monday May 29	Monday May 28
Independence Day		Monday July 4 *	Tuesday July 4 *	Wednesday July 4 *
Labor Day	Monday September 7	Monday September 5	Monday September 4	Monday September 3
Thanksgiving Day	Thursday November 26	Thursday November 24	Thursday November 23	Will be determined with next contract.
Day after Thanksgiving	Friday November 27	Friday November 25	Friday November 24	
Christmas Eve	Thursday December 24	Friday December 23	Monday December 25	
Christmas Day	Friday December 25	Monday December 26	Tuesday December 26	
New Year's Eve	Thursday December 31	Friday December 30	Monday January 1	

* May Change due to four-day work week

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. 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 (1/2) 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 annual leave period will not be considered as part of annual leave and shall be taken by extending the annual leave 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 XXIII
ANNUAL LEAVE

Leaves of absence shall be granted in accordance with WCRC Policy # HR-04 which provides employees with paid leave time which they can use in the event of illness, injury, or for personal business and annual leave.

Regular, full-time employees will be granted annual leave days upon the anniversary date of their employment with the road commission, according to the following schedule.

Anniversary	Days	Hours Paid
1st thru 4th	18	144
5th thru 12th	23	184
13th thru 19th	28	224
20th and up	30	240

ARTICLE XXIV
SHORT TERM AND LONG TERM DISABILITY

Covered Employees

A full-time employee of the Washtenaw County Road Commission working thirty (30) or more hours per week is considered a covered employee after a satisfactory completion of the probation period.

Entitlement to Benefits

To qualify for short-term disability (STD) benefits you must be;

1. Totally disabled for more than seven (7) calendar days,

2. You must be under the regular care and treatment of a licensed physician;

3. You must be certified disabled by a licensed physician; and

4. Your disability must be approved by the plan's claims administrator based upon conclusive medical evidence.

The employee is responsible for completing the Employee/Individual Statement of the Disability Claim Form and supplying Attending Physician Statement to the physician responsible for care.

First day of short-term disability

The first working day after a five working day qualifying period in which the participant is unable to perform the material duties of his occupation solely because of qualified short-term disability.

Long-term disability

An illness or impairment of health that requires an employee to be absent from work for 180 or more days due to not being able to perform each of the material duties of his/her regular occupation and, after benefits have been paid for 24 months, results in the inability to perform each of the material duties of any gainful occupation for which he/she is reasonably fitted by training, education or experience.

Paid Medical Leave of Absence

An employee's position will be held open for 180 days without loss of seniority while he/she is on Medical Leave. After the 180 day period is exhausted, the employee may request to have his/her position held open subject to the approval of the Employer.

ARTICLE XXV
HEALTH, WELLNESS & HOSPITALIZATION

Section 1. The Employer presently makes available the Blue Cross-Blue Shield Community Blue PPO 4 and/or PPO 7 Group Hospital plan to all regular, full-time employees. Office and Chiropractic visits have a $20 co-pay In Network. Emergency room visits have a $100 co-pay In Network, waived if admitted for an accidental injury. Greater detail is available in the insurance benefits schedule. The Employer will contribute toward the cost of coverage for the employee, spouse and dependent children. The Employer's contributions will be in compliance with Michigan Public Act 152, providing public employer contributions to employee health care costs to be no greater than the pool of funds created by eighty percent (80%) of the premium or

illustrated premium, or the hard cap limits, as prescribed by the statute and defined annually by the state. Participation in this plan requires properly signed application forms by each employee.

Section 2. Effective date of coverage for new employees will be in accord with the insurance provider schedules. The parties further agree that the employee's contribution shall be the difference between the Employer's contribution and the actual cost of the coverage selected by the employee. Employee's eligible for and receiving health care will make bi-weekly payroll deductions toward the cost of such coverage in an amount sufficient to make up the difference between the Employer's contribution and the total cost of the coverage.

Section 3. The parties further agree that the Employer will be in compliance with the Federal Patient Protection and Affordable Care Act (FPPACA) and all associated regulations. The Employer reserves the right to select and change the insurance carriers and to bargain any changes to the plan by the next normal enrollment date with no less than sixty (60) days advance notice to the Union. The Employer anticipates the creation of and participation in an insurance committee with information on the committees' recommendations before taking such steps.

Section 4. The prescription drug co-payments will be $0 generic/$30 brand name MOPD-1 for the Drug Purchase Program. The prescription drug program will require mandatory generics, step therapy/prior authorization, and exclude weight loss, impotence, fertility and lifestyle drugs from coverage.

Section 5. In the event a vested member dies while an employee of the Commission, the Employer agrees to continue basic health coverage for the member's eligible dependents from the time of death for a maximum of thirty-six (36) months.

Section 6. The Employer agrees to pay the premium subject to any applicable employee contribution and or co-payments 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 health insurance 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 coverage will be paid by the Road Commission subject to any applicable employee contribution and or co-payments. Upon his/her return to active employment, his coverage will be reinstated effective on the first available billing after reinstatement.

For the life of this agreement, the Employer will provide the retiree and his/her spouse healthcare. Spousal coverage is limited to the employee's legal spouse on the date of the employee's retirement. 100 % of the cost for a retiree desiring dependent coverage shall be paid for by the retiree.

Employees eligible for retiree healthcare earn five percent (5%) of the Employer's regular contribution towards healthcare for each year of service with the Employer. Minimum retirement age is 55. In order to qualify for retiree healthcare benefits an employee must be employed prior to January 1, 2012, and vested in the Employers pension plan.

The retiree coverage and cost sharing will be the same as provided to active employees. The

retiree shall hold the Employer harmless if the retiree fails to timely pay such premiums resulting in cancellation of coverage. In no event shall medical and prescription benefits and cost-sharing exceed that offered to active employees.
Retirees who will become Medicare eligible shall only have supplemental coverage subject to the same contribution formula as applied to active employees.

Employees hired on or after January 1, 2012 shall be ineligible for any retiree health benefits. Employees hired on or after January 1, 2012 will be enrolled in the MERS Health Care Savings Plan commencing January 1, 2016. The Employer will contribute on said date and each January 1 thereafter the sum of $500 for each eligible employee.

Section 7. Qualifying employees as defined by the Act and/or their applicable dependents may continue the present hospital and medical plans pursuant to COBRA provisions. There shall be a 2% administration fee included in the COBRA rate.

Section 8. The Employer will continue to keep employees involved through participation in an insurance committee.

Section 9. The Employer will provide an incentive plan for employees and retirees who will not carry health and medical insurances.

ARTICLE XXVI
DENTAL AND OPTICAL PLAN

The Employer makes available a Dental and Optical insurance plan for all employees. These benefits shall be available to each member of this bargaining unit and their eligible dependents on the first of the month following the completion of the employees first ninety (90) days of employment.

(a) The dental coverage provides for Class A benefits coverage up to 100% with no deductible within participating member dentists. With non-participating dentists, typical coverage costs for all classes become 90% of reasonable and customary fees, instead of 100%. Class B and C coverage, (combined) has a $25 deductible for single coverage and $75 deductible for Family Coverage. After the deductibles are satisfied, the plan pays 100% of the expense for covered services under Class B, 50% after the deductible for Class C, and 50% of Class D (children only). Detailed coverage information for each class is outlined in the employee Dental Visions Benefits booklet including coordination of benefits language, limitations and exclusions. The Class A, B, and C combined maximum benefit per eligible insured person is $1,000 each calendar year while insured under this policy; and the Class D Services maximum (for dependent children only) is $1,000 for each dependent child covered under this policy. This program is available for all employees and eligible dependents. Effective as soon as possible after the signing of this Agreement, the Employer pays 85% of the premium. Effective January 1, 2014 the Employer will pay 80% of the premium. For the life of this agreement, employee contributions shall equal the difference between the Employer contribution and the premium cost. As described in the plan booklets provided by the Employer, participation in this plan requires properly signed application forms by each employee and updates as required.

(b) The optical benefits listed below show maximum benefits for Covered Vision Services and Supplies which are limited to:

Vision Examination	$60.00
Lenses Pair	
Single Vision Lens	$72.00
Bifocal Lens	$96.00
Trifocal Lens	$120.00
Lenticular Lens	$144.00
Contact Lens*	$180.00 ($60 exam & $72 contact lens in lieu of glasses)
Frames	$60.00

*See limitation on contact lenses. Max of $180 allowed only when required after cataract surgery or when visual acuity is not correctable to 20/70 in the better eye except by their use.

(c) The Employer agrees to pay 85% of the premium for the optical/dental program for a four (4) week period for employees on an approved disability leave caused by illness or off-the-job injury. Effective June 1, 2014 the Employer shall pay 80% of the premium cost. 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 (12) months from the date of the incident, except where there may have been a violation of a safety rule. Once the insurance is terminated the employee will have to go through a re-enrollment period before the insurance can be reinstated.

(d) Provisions of the COBRA law are available 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.

(e) Temporary, part-time or probationary employees will not be covered by the provisions of this article.

(f) The Employer has the right to substitute carriers, or be self-insured provided the coverage is equivalent and to bargain any significant changes to the plan with the Union. The Employer agrees that if it makes a determination that it will self-insure any or all of its dental/vision coverage, or to substitute present carriers for any such coverage, the Employer will give sixty (60) days' notice to the Unions representatives and the member prior to implementation of any such changes. No employee, employee dependents, retiree, or retirees dependents shall suffer a loss of benefits or be denied coverage through the Employers decision to self-insure or select an alternate carrier. Any self-insurance plan or alternate carrier would incorporate the eligibility and equivalent benefit levels referred to in the present plan and this collective bargaining Agreement.

(g) Determination for eligibility and payment of benefits is solely a function of the insurance carrier or plan administrator. Employees are bound by the terms and conditions of the plan.

(h) Employees who retire after January 1, 2003 will be provided with dental coverage, subject to required contributions. Said coverage shall be for retiree and retiree's spouse. There will be a benefit maximum of $500.00 per individual per year. Employees hired after January 1, 2012 shall be ineligible for dental coverage at retirement. Spouse shall be the employee's spouse on the date of retirement.

(i) The dental and optical benefits shall be provided subject to the rules and regulations of the plan.

ARTICLE XXVII
LIFE INSURANCE

Section 1. The Employer agrees to pay the full premium for a term life insurance policy that is a face value of one time (1x) the employee's annualized salary rounded to the next higher thousand with a $50,000 maximum for regular, full-time employees from the first of the month after they have completed six (6) months of service.

In addition, employees will be allowed to purchase up to Fifty Thousand Dollars ($50,000) of supplemental term life insurance in Ten Thousand Dollar ($10,000) increments through payroll deduction. Beneficiaries of employees who retire after January 1, 2003 will receive a Seven Thousand Five Hundred Dollar ($7,500.00) death benefit. Participation in these plans requires properly signed application forms by each employee and retiree.

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 the leave is extended and approved beyond six (6) months, the employee shall pay premiums until his return to active employment.

The Employer agrees to pay the full premium for life insurance for a twelve (12) month period, beginning with the first 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. Upon his return to active employment, his coverage will be reinstated.

ARTICLE XXVIII
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. Employees hired prior to January 1, 2012 will have the MERS Benefit Program B-3, FAC 3, vesting 8 years, age service plan F/55-25, E-2 rider. Effective the beginning of the month that health insurance modifications are implemented the employee contribution will be 8% of gross pay.

Employees hired January 1, 2012 or after will have the MERS Benefit Program C-1, FAC 3, vesting 8 years. The employee contribution shall be 10% of gross pay.

ARTICLE XXIX
EMERGENCY FINANCIAL MANAGER

Pursuant to the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, an Emergency Manager may act in the capacity and with the powers as outlined in such.

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 to the extent modified by this Agreement and no other agreements shall apply except where such agreement is in writing 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.

The Employer will notify the Union of intent to discontinue any non-written condition of employment, and the Union shall have the right to negotiate the changes.

ARTICLE XXXI
TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from November 10, 2015 to and including November 9, 2018.

Section 2. Either party may serve, upon the other a notice, at least sixty (60) days prior to November 9, 2018 advising that such party desire to continue this Agreement, or 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 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.

ARTICLE XXXII
DIRECT DEPOSIT

After the ratification of this agreement, all employees will enroll in the Direct Deposit program.

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 an unpaid thirty (30) minute lunch period starting four (4) hours after the start of the work day. The lunch period may be scheduled earlier or later to permit operating efficiency. 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 ($.15) cents per hour above the classified rate. Those employees regularly employed on the midnight shift, which is from 8:00 p.m. to 4:30 a.m. with the exception of janitors and custodians, will receive a differential of thirty ($.30) cents per hour above the classified rate. Effective the first full payroll period after November 10, 2017 the midnight shift premium will be increased to forty ($.40) cents per hour.

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

Section 3. Overtime pay will be one and one-half (1/2) 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 (1/2) 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 (1/2) 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 (4) 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 (1) of the two (2) people for the purpose of safety and performing incidental tasks.

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 or if an insufficient number of drivers respond, after the last senior employee within the district is called, then the employees in the district will be called in reverse order before the county-wide seniority by classification is called. If an insufficient number of drivers within the district respond, all drivers with CDLs will be called in accordance with their county wide seniority by classification and employees must report for emergency duty until the crew is assembled. The responses to call outs for winter maintenance

shall be subject to annual review by the parties by June 1st and this section may be modified if necessary.

1) During a full county-wide call-in for overtime work, the Employer will recognize the following proximate Districts:
    a. Main Yard: District #1, Heavy Equipment and State Trunkline
    b. Southeast Service Center: District #2, District #5, and District #6
    c. Chelsea Yard and Manchester Yards: District #3 and District #4
2) During a full county-wide call-in the employees within the District where work is needed will be called first by seniority and classification, until a sufficient number of personnel are assembled.
3) If an insufficient number of personnel are assembled from within the District, the Supervisor at the Proximate District will be contacted to secure available regular full-time employees from the Proximate District(s) using seniority and classification.
4) If the call-in still does not produce sufficient personnel, the Employer will utilize District temporary employees.
5) Should a personnel shortage still prevail using the call-ins referred to above, the on-call Superintendent will be contacted to secure regular full-time employees by county-wide seniority and classification.
6) If thereafter there is a shortage of personnel, the Superintendent will call in temporary employees on a county-wide basis.

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 (1/2) 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. Trucks 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. If an insufficient number of personnel are assembled from within the Sign Shop, the Sign Shop Foreman will contact the Signal Shop crew first followed by the Heavy Equipment crew.

Section 13. In the event of the need to schedule overtime work for the purpose of managing unique and unusual circumstances beyond normal construction or maintenance projects and in which there is to be only a partial crew assembled to perform such duty, the senior crew employee will be the first one called. If the appropriate supervisor is unable to make contact with the senior employee the day before the overtime is scheduled to occur, the supervisor will again attempt contact no less than one hour prior to the start of the scheduled overtime shift. If the supervisor is still unable to make contact, or if the employee declines, the supervisor will contact the next senior employee and so on until the required numbers of employees of the crew are assembled.

Section 14. When an employee is called in for overtime, that employee will continue to work in the assigned area performing tasks as assigned until relieved by the call-in supervisor, regardless of whether the assignment extends beyond the beginning of that employees regular shift in their regular assigned area or not.

WAGES

2015 WAGE RATE SCHEDULE*

LG/CLASS	STEP 1	STEP 2	STEP 3	STEP 4
4/LABORER	$13.28	$14.10	$15.74	$17.41
5/LT TRUCK	$17.51	$18.44	$20.30	$22.13
6/HVYTRUC	$17.95	$18.90	$20.82	$22.67
7/HVYEQUIP	$18.33	$19.30	$21.23	$23.21
8/SKLD WKR	$18.69	$19.69	$21.64	$23.60
9/GL 1	$19.14	$20.16	$22.37	$24.16
10/GL II	$19.87	$21.00	$22.84	$24.68
11/GL III	$20.95	$21.76	$23.38	$25.26
12/MECH/SIGNAL TECH II	$21.18	$22.20	$24.41	$26.20
13/GL SIGNAL/SHOP/SIGNAL ELEC	$22.99	$23.80	$25.42	$27.30

*The effective date is the first full payroll period after the new contract is signed by the Board.

Any employee currently being compensated below the new Step 1 rate will move to the new Step 1 rate the first full payroll period after the new contract is signed by the Board. The next move within the step scale will take place at that employee's anniversary date.

Any employee currently being compensated above the new Step 1 rate will remain at his/her rate until the employee's anniversary date at which time the employee will move to the step in the step scale which results in a pay increase.

2016 WAGE RATE SCHEDULE – 2%**

LG/CLASS	STEP 1	STEP 2	STEP 3	STEP 4
4/LABORER	$13.55	$14.38	$16.05	$17.76
5/LT TRUCK	$17.86	$18.81	$20.71	$22.57
6/HVYTRUC	$18.31	$19.28	$21.24	$23.12
7/HVYEQUIP	$18.70	$19.69	$21.65	$23.67
8/SKLD WKR	$19.06	$20.08	$22.07	$24.07
9/GL 1	$19.52	$20.56	$22.82	$24.64
10/GL II	$20.27	$21.42	$23.30	$25.17
11/GL III	$21.37	$22.20	$23.85	$25.77
12/MECH/SIGNAL TECH II	$21.60	$22.64	$24.90	$26.72
13/GL SIGNAL/SHOP/SIGNAL ELEC	$23.45	$24.28	$25.93	$27.85

** The effective date is the first full payroll period 12 months after the new contract is signed by the Board.

2017 WAGE RATE SCHEDULE – 1% ***

LG/CLASS	STEP 1	STEP 2	STEP 3	STEP 4
4/LABORER	$13.69	$14.52	$16.21	$17.94
5/LT TRUCK	$18.04	$19.00	$20.92	$22.80
6/HVYTRUC	$18.49	$19.47	$21.45	$23.35
7/HVYEQUIP	$18.89	$19.89	$21.87	$23.91
8/SKLD WKR	$19.25	$20.28	$22.29	$24.31
9/GL 1	$19.72	$20.77	$23.05	$24.89
10/GL II	$20.47	$21.63	$23.53	$25.42
11/GL III	$21.58	$22.42	$24.09	$26.03
12/MECH/SIGNAL TECH II	$21.82	$22.87	$25.15	$26.99
13/GL SIGNAL/SHOP/SIGNAL ELEC	$23.68	$24.52	$26.19	$28.13

*** The effective date is the first full payroll period 24 months after the new contract is signed by the Board.

JOB DESCRIPTION LIST		EQUIPMENT BY LABOR GRADE[1]
Title	Labor Grade	With the proper license, an employee in Grade can drive or operate
Laborer (Maintenance)	4	**4**: Pick-ups, Automobiles, Vans, Loader,
Laborer - Janitor	4	Forklift Truck, Tractor Sweeper, Yard Tractor
Asst. Bldg. & Grounds Maint. Person	5	**5**: All the above, plus
Assistant Sign Erector	5	Truck up to 26,000 lbs. GVW,
Light Truck Driver	5	Weed Mower
Rest Area Attendant	5	
Assistant Storekeeper	6	**6**: All the above, plus
Heavy Truck Driver	6	Truck 26,000 lbs. GVW & above,
Sign Erector	6	Trucks with Trailers and Tankers,
Yard Worker	6	Side-Mount Mower, Boom Mower,
Mechanic Helper/Lubricator	6,7	Self-Propelled Sweeper
Tire Service & Repair Person	6,7	
Heavy Equipment Operator	7	**7**: All the above, plus Grader, Bulldozer,
Signal Technician I	7,8	Scraper Pan, Crane, Gradall, Backhoe
Bldg. & Grounds Maintenance Person	8	Chip Spreader Equip, Curb Sweeper, Vactor*
Group Leader I (Signs)	9	**9-11**: All the above
Group Leader I (Maintenance)	9	
Mechanic	12	
Signal Technician II	12	
Group Leader II (Maintenance)	10	
Group Leader III (Shop)	13	
Group Leader III (Signals)	13	
Signal Electrician	13	

[1]Exceptions to this listing include those Sign, Signal, and Facilities employees who are not qualified in vehicles or equipment normally assigned to the Operations Department.
*Driver is LG 6; Operator is LG 7.
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 unless stated otherwise be retroactive.

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 Commissioner
of the County of Washtenaw

Douglas E. Fuller, Chair _____

Barbara R. Fuller, Vice Chair _____

William McFarlane, Member _____

Roy D. Townsend, Managing Director _____

Nicole Peterson, Human Resources Manager _____

Alicia Held, Administrative Coordinator _____

James D. Harmon, Director of Operations _____

Michael R. Kluck, Attorney _____

Date Signed: November 10, 2015

For Teamsters Local #214
Affiliated with the International Brotherhood of
Teamsters, Chauffeurs, Warehousemen and Helpers of America

Joel Gutzki, Business Agent _____

Mike Naebeck, Chief Steward _____

Randy Uhr, Member Shop _____

Gregory Gaw, Member District 2 _____

Date Signed: November 17, 2015

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 affects the Employer or other employees.
The Road Commission may revise these Rules and Regulations by giving employees ten (10) 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 Employers 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 Employers 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 (3) days suspension without pay.
Second Offense - Five (5) days suspension without pay.
Third Offense - Subject to discharge.

1. Major chargeable accident (personal injury or property damage of $7500 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 (3) 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 (1) day suspension without pay.
Third Offense - Three (3) days suspension without pay.
Fourth Offense - Subject to discharge.

1. Doing any kind of work for compensation while on annual 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 Employers property without permission from the Employer.
5. Careless or reckless operation of Employers 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 Employers 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.)
13. Injurious or dangerous horseplay.
14. Illegal gambling on Employers time or premises.
15. Failure to notify supervisor or designated representative prior to start of a 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.)

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 employees 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 employee's use of illegal drugs and/or alcohol in the following circumstances:

1. 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.

2. Any employee involved, while operating equipment, in a reportable accident. A "reportable accident" means an accident:

a. involving the loss of human life;
b. resulting in bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, and the CDL employee receives a citation within eight (8) hours of the accident, or;
c. One or more of the motor vehicles incurs disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by tow truck or other vehicle, and the CDL employee receives a citation within eight (8) hours of the accident.

3. Any employee participating in an approved substance abuse evaluation as described in Section IV shall be tested at such intervals as recommended by the substance abuse professional. The employee is responsible for the cost of this testing.

4. As part of a random selection process.

III. 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 Employers 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	100 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines:	
Amphetamine	250 ng/ml
Methamphetamine	250 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.

If the Medical Review Officer informs the Employer that a negative test was dilute, the Employer will direct the employee to take another test immediately under direct observation. The employee will be given the minimum possible advance notice that he/she must go to the collection site. This second test will be treated as the test result of record, on which the Employer will rely. If the employee declines to take this second test, it will be treated as a refusal to test under this Policy.

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.

IV. Substance Abuse Evaluation

In the event that testing shall reveal the presence of either alcohol or illegal drug in such employees 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 substance abuse professional 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 substance abuse professional and shall be placed upon medical leave of absence, without pay, except to the extent that such employee shall use accumulated annual leave during such medical leave of absence.

If, after evaluation, the approved substance abuse professional 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, subject to the disciplinary provisions of this

policy, provided that employee passes a return-to-duty test, furnishes satisfactory verification of attendance at such outpatient treatment sessions to the Employer, and can fulfill the requirements of the job. Thereafter, such employees shall be subject to regular drug and alcohol testing at such intervals as shall be recommended by the approved substance abuse professional. The employee is responsible for the cost of return-to-duty follow-up testing.

Upon the Program Administrators 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, subject to the disciplinary provisions of this policy, provided he passes a return-to-duty test and can fulfill the requirements of the job. Thereafter, such employee shall be subject to regular drug and alcohol testing at such intervals as shall be recommended by the approved substance abuse professional. The employee is responsible for the cost of return-to-duty and follow-up testing.

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 substance abuse professional, 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.

V. Self-Referral for Treatment

The Employer recognizes that an employee who is unfit for duty due to drug or alcohol abuse is a safety risk to themselves, their fellow employees and the traveling public. To this end, the Employer seeks to deter substance abuse through the implementation of this Policy. However, the Employer encourages its employees, who may have substance abuse problems, to voluntarily refer themselves to treatment programs. Said self-referral must occur prior to selection for testing or identification of a positive result.

Employees are encouraged to seek treatment for drug or alcohol abuse and are offered cooperation and assistance under the Employer's Drug-Free Workplace Policy and/or applicable Contract benefits. Additionally, an employee who initiates his own treatment shall be exempt from the penalties of the Drug-Free Workplace Policy and/or the Collective Bargaining Agreement, subject to the terms and conditions set forth herein.

In order to be exempt, the employee's self-referral must occur prior to any Employer initiated random or reasonable cause testing and/or any other contract violations. The Self-Referral declaration by an employee at the time of random or reasonable cause testing or other contract violation occurrences shall not be allowed as an exemption from the implementation of discipline under this Policy or the Collective Bargaining Agreement.

An employee who has referred himself for treatment shall be required to successfully complete a substance abuse rehabilitation program that includes a return to work drug and alcohol test prior to his return to work. If he tests positive, the employee must successfully complete an Employer-approved substance abuse rehabilitation program including execution of a medical information waiver which gives the rehabilitation provider(s) the authorization to share

confidential medical information so that the Employer can monitor the employee's progress in the treatment program.

VI. Penalties for Policy Violations

In addition to any penalties mandated by the Department of Transportation, if an employee tests positive for illegal drugs and/or controlled substances, or is under the influence (0.04% or above) of alcohol, the following are disciplinary steps that shall be taken:

First Offense: Five (5) day suspension without pay; upon completion of the five (5) day suspension and before an employee is allowed to return to work, he/she will submit to an evaluation by a substance abuse professional and to a drug/alcohol test at the employee's expense. Upon approval of the substance abuse professional and a negative test result, the employee will be allowed to return to work.

Second Offense: Discharge.

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:

a. there was a fatality, or

b. if the accident resulted in bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, and the driver receives a citation within eight (8) hours of the accident, or

c. if one or more of the motor vehicles incurs disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by tow truck or other vehicle, and the driver receives a citation within eight (8) hours of the accident.

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 un-manifested 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 '382.303* 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 '382.303, a random alcohol or controlled substances test required under '382.305, a reasonable suspicion alcohol or controlled substances test required under '382.307, or a follow-up alcohol or controlled substances test required under '382.311. 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.

III. **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-for 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 IV 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 IV 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:

A. Violations of any of the conditions and procedures of this supplement will be treated as violations of the Road Commissions 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.