

AGREEMENT BETWEEN  
THE WASHTENAW COUNTY ROAD COMMISSION  
AND  
THE TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF MICHIGAN

October 4, 2022, through October 3, 2025

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## **AGREEMENT**

This Agreement made and entered into on this 4<sup>th</sup> day of October, 2022, by and between the Washtenaw County Road Commission (hereinafter referred to as the “Employer”) and Technical, Professional and Officeworkers Association of Michigan (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.

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

### **ARTICLE 1 – RECOGNITION**

#### **Section 1 – Collective Bargaining Unit**

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-based employees in the following classifications: Laborer (Maintenance), Laborer-Janitor, Assistant Buildings & Grounds Maintenance Person, Assistant Sign Erector, Light Truck Driver, Rest Area Attendant, Assistant Storekeeper, Heavy Truck Driver, Sign Erector, Yard Worker, Mechanic Helper/Lubricator, Tire Service & Repair Person, Heavy Equipment Operator, Signal Technician I & II, Buildings & Grounds Maintenance Person, Group Leader I (Signs), Group Leader I & II (Maintenance), Mechanic, Group Leader III (Shop), Group Leader III (Signals), and Signal Electrician. Excluding: Engineering Personnel, Office Maintenance Clerks, Office Clerical employees, Temporary Employees, Foremen and Supervisors. This recognition clause shall be construed to apply to employees and not to work.

#### **Section 2 – Right to Work**

(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) The rights of the Union and those who choose to become members of the Union or not shall be governed by law.

## ARTICLE 2 – MANAGEMENT RIGHTS

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 3 – WAGES

### 2022 WAGE RATE SCHEDULE

Effective First Full Pay Period after 10-04-2022

LG	CLASSIFICATION	STEP 1	STEP 2
4	Laborer	\$ 16.36	\$ 19.59
5	Light Truck Driver Assistant Facility Worker	\$ 21.32	\$ 24.92
6	Heavy Truck Driver	\$ 22.30	\$ 26.29
6a	Mechanic Helper Stock Clerk	\$ 22.30	\$ 26.06
6b	Sign Erector	\$ 22.76	\$ 26.59
6c	Facility Worker	\$ 23.71	\$ 27.74
7	Heavy Equipment Operator Signal Technician I	\$ 23.88	\$ 27.90
10	Group Leader	\$ 25.67	\$ 29.29
12	Mechanic	\$ 26.25	\$ 29.95
12b	Signal Technician II	\$ 27.32	\$ 31.17
13	Group Leader Shop Signal Electrician	\$ 30.83	\$ 34.38



**2023 WAGE RATE SCHEDULE – 4%**  
Effective First Full Pay Period After 10-04-2023

<b>LG</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>
4	Laborer	\$ 17.01	\$ 20.38
5	Light Truck Driver Assistant Facility Worker	\$22.17	\$ 25.92
6	Heavy Truck Driver	\$ 23.19	\$ 27.34
6a	Mechanic Helper Stock Clerk	\$ 23.19	\$ 27.10
6b	Sign Erector	\$ 23.67	\$ 27.66
6c	Facility Worker	\$ 24.66	\$ 28.85
7	Heavy Equipment Operator Signal Technician I	\$ 24.83	\$ 29.02
10	Group Leader	\$ 26.69	\$ 30.46
12	Mechanic	\$ 27.30	\$ 31.15
12b	Signal Technician II	\$ 28.41	\$ 32.42
13	Group Leader Shop Signal Electrician	\$ 32.06	\$ 35.76

**2024 WAGE RATE SCHEDULE – 4%**  
Effective First Full Pay Period After 10-04-2024

<b>LG</b>	<b>CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>
4	Laborer	\$ 17.69	\$ 21.19
5	Light Truck Driver Assistant Facility Worker	\$ 23.06	\$ 26.95
6	Heavy Truck Driver	\$ 24.12	\$ 28.44
6a	Mechanic Helper Stock Clerk	\$ 24.12	\$ 28.19
6b	Sign Erector	\$ 24.61	\$ 28.76
6c	Facility Worker	\$ 25.65	\$ 30.00
7	Heavy Equipment Operator Signal Technician I	\$ 25.83	\$30.18
10	Group Leader	\$ 27.76	\$ 31.68
12	Mechanic	\$ 28.39	\$ 32.40
12b	Signal Technician II	\$ 29.55	\$ 33.71
13	Group Leader Shop Signal Electrician	\$ 33.34	\$ 37.19

**ARTICLE 4 – AUTHORIZATION FOR DUES/FEES DEDUCTION**

- (a) During the life of this Agreement a bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.
- (b) The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The

Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized deductions. Deductions will commence at the first pay period of the month following receipt of authorization and continue unless or until revoked in writing by the employee.

- (c) Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- (d) If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.
- (e) The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the Agreement.

## **ARTICLE 5 – SUBCONTRACTING**

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 6 – EXTRA CONTRACT AGREEMENTS**

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 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 7 – SENIORITY**

### **Section 1 – Probationary Period**

A new employee shall work under the provisions of this Agreement but shall be employed as a probationary employee for a period of one year. During this probationary period, the employee may be disciplined or discharged without further recourse. After successfully completing the probationary period, the employee shall be placed on the regular seniority list.

### **Section 2 – Layoffs**

- (a) 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.

- (b) The Employer will give individual notices to the employees involved at least two (2) calendar weeks prior to the effective date of a layoff.
- (c) 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 Steward or 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 the employee 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.
- (d) Employees who exercise their seniority under this section will be paid at the rate of the classification to which they are assigned.
- (e) 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.
- (f) 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.
- (g) Employees exercising their seniority to bump into the Mechanic classifications may do so provided they meet the requirements set forth in Article 15, Section 2.

### **Section 3 – Recall**

- (a) 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, the employee will return. Failure to respond to a written notice of recall within two (2) working days shall result in a voluntary quit.
- (b) 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 themselves available for work at the end of two (2) weeks, the employee shall lose all seniority rights under this Agreement.

### **Section 4 – Seniority List**

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 most recent date hired.

### **Section 5 – Loss of Seniority**

Seniority shall be lost, and employment terminated in the event of:

- 1) Discharge, or
- 2) Voluntary quit, or
- 3) Layoff over time equal to length of service at layoff or two (2) years, whichever is sooner,  
or
- 4) Absence for three (3) consecutive working days without notification to the Employer, or
- 5) Failure to return from layoff as noted in Article 7, Section 3, or
- 6) Engaging in gainful employment while on unpaid leave of absence.

### **Section 6 – Accumulation of Seniority**

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, the employee shall be returned to their former job and shall maintain their accumulated seniority. If an employee is removed by the Employer or voluntarily leaves the position after the trial period, the employee shall be permitted to bump in accordance with the county-wide seniority and qualification the employee 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 8 – WORK RULES**

The Employer shall have the right to establish reasonable Work Rules. When existing Rules are changed, or new Work Rules are established, the change or new Work Rules will be posted on bulletin boards, with a copy presented to the Union for a period of five (5) workdays before becoming effective. Employees shall comply with existing and future Work Rules.

## **ARTICLE 9 – DISCHARGE AND DISCIPLINE**

The Employer shall not discipline or discharge any non-probationary employee except for just cause.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **Section 1 – Union Grievance**

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 – Grievance Procedure**

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 the 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 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 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 2<sup>nd</sup> Step answer, deliver to the Managing Director or designee a written request for a meeting between the 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 3<sup>rd</sup> Step answer.

## **Section 3 – Arbitrator**

- (a) In the event that the grievance is not satisfactorily settled at Step 4, the Union may submit to arbitration as provided in Article 11 of this Agreement.
- (b) 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 timelines from that point forward as any other grievance.

## **Section 4 – Time Limitation**

- (a) 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.

(b) Said time limits may be extended by written mutual agreement.

## **Section 5 – Records**

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 11 – ARBITRATION**

## **Section 1 – Arbitration Procedure**

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 twenty (20) 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 – Requests for Arbitration**

All such requests for arbitration shall be in writing, 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 twenty (20) calendar day period, the matter shall be considered settled on the basis of the last preceding disposition thereof.

## **Section 3 – Submission**

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

## **Section 4 – Hearing**

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 – Arbitrator's Fee**

The fee of the Arbitrator, 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 – Power of Arbitrator**

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 the Arbitrator 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 arbitrable hereunder.

## **Section 7 – Arbitration Remedies**

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 – Suspension of Work**

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.

## **Section 9 – Filing of Administrative and Court Actions**

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 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.

# **ARTICLE 12 – STEWARDS AND BUSINESS AGENTS**

## **Section 1 – Stewards**

The Employer recognizes the right of the Union to designate a Steward and Alternate for the following: NESAC, SESC, Manchester, Chelsea and Main Yard. A Steward must be a regular employee and working in the designated location. The authority of Stewards and Alternates so designated by the 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 Union or its officers, provided such messages and information:
  - 1) have been reduced to writing; or
  - 2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.
- (c) The authority of the Stewards shall be limited to acts or functions which said Stewards are expressly authorized to perform in this Agreement.

## **Section 2 – Reporting**

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 supervisor. The supervisor 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 – Scheduling Mediation and Arbitration**

Mediation sessions and arbitration hearings will be scheduled during normal working hours whenever possible.

## **Section 4 – Business Agent**

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 Union, and/or representative of the Employer, concerning matters covered by this Agreement, without interfering with the progress of the work force.

## **ARTICLE 13 – UNPAID LEAVE OF ABSENCE**

Unpaid leave shall be granted in accordance with the Unpaid Leave of Absence Policy (HR-14).

### **Section 1 – General Provisions**

- (a) The Human Resources Manager is responsible for the administration of the unpaid leave of absence program.
- (b) The Managing Director will have final approval on all requests for unpaid leave.



- (c) Employee must deplete all available annual leave before an unpaid leave of absence will be considered. (Excludes maternity/paternity leave)
- (d) Leaves will be granted on an individual basis. Factors used in deciding to grant a leave may include, but not be limited to, the employee's relative level of management, the perceived difficulty of replacement and the criticality of the position's specialty.

## **Section 2 – Eligibility**

Regular full-time employees will be eligible to apply for an unpaid leave of absence following completion of one (1) year of employment.

## **Section 3 – Qualifying Reasons**

To qualify for an unpaid leave of absence, an employee must be taking leave for one of the following reasons:

1. To attend an educational institute
2. Compelling personal circumstances
3. Birth or adoption of the employee's child (following exhaustion of FML)

## **Section 4 – Duration of Unpaid Leave**

Leaves may be granted up to a maximum of one hundred and eighty (180) days. An eligible employee who has been granted a leave may not request a subsequent leave until 365 days after expiration of the previously granted unpaid leave.

## **Section 5 – Requests for Unpaid Leave**

An employee who wants to be considered for an unpaid leave of absence must submit a written request to the Human Resources Manager giving the reason for the request and the expected duration of the leave.

## **Section 6 – Benefits During Unpaid Leave**

- (a) An employee's health insurance and other group health benefits will be continued through the end of the month in which the unpaid leave began. At that time, the employee may continue these benefits by accepting COBRA. Re-enrollment in these programs will be done at the earliest date allowable by the respective carriers.
- (b) An employee can continue to contribute to their voluntary deductions (deferred compensation, optional life, etc.) while on unpaid leave. The Finance Department must receive payment prior to each bi-weekly check date. If the payment is more than 30 days late, the employee's voluntary deductions will be cancelled. If the employee chooses not to continue the voluntary deductions through their unpaid leave, they may not be eligible to re-enroll until the next enrollment period.

- (c) An employee will not accrue annual leave while on unpaid leave.
- (d) An employee will not earn service credit while on unpaid leave.
- (e) Holiday pay will not be granted while on an unpaid leave.

### **Section 7 – Returning from Unpaid Leave**

An employee is expected to return to work no later than the next regularly scheduled workday after the expiration of the approved leave. If an employee fails to return to work as scheduled after an approved leave, it will constitute a voluntary resignation.

## **ARTICLE 14 – LIMITATION OF AUTHORITY AND LIABILITY**

### **Section 1 – No Strike Clause**

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.

### **Section 2 – Violation of Grievance Procedure**

Any individual employee or group of employees who knowingly violates or disregards the grievance procedure set forth in Article 10 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## **ARTICLE 15 – JOB OPENINGS AND VACANCIES**

### **Section 1 – Posting Vacancies**

Vacancies occurring in any position in the bargaining unit in any district the Employer desires to fill shall be posted in each district for not less than three (3) business days. The successful bidder will be notified, and the notice will be posted within seven (7) business days. Positions of Group Leader, Signal Technician and Signal Electrician are not open for bidding but will be filled in the discretion of the Employer.

### **Section 2 – Mechanic Requirements**

- (a) Employees who bid into the position of 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:

- Engine Repair – Automobile/Light Truck and Heavy Duty Truck
  - Electrical Systems – Automobile/Light Truck and Heavy Duty Truck
  - Drive Train – Heavy Duty Truck
  - 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.

### **Section 3 – Mechanic Helper Requirements**

- (a) Employees going into the position of Mechanic Helper will be classified as Labor Grade 6a and must have the CDL Group A with tanker endorsement prior to bidding or assignment.
- (b) The Employer will supply the tools necessary to perform the Mechanic Helper jobs at the Labor Grade 6a level.

### **Section 4 – Sign Erector Requirements**

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 15, Section 5. This time period can be extended by the mutual agreement of both the Union and Employer.

### **Section 5 – Filling Vacancies**

- (a) Vacancies the Employer desires to fill 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. The successful bidder shall be given a trial 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, the employee shall be returned to their former position and their former rate of pay. If no employee with seniority bids, or those who do bid are not deemed qualified, a probationary employee may bid to fill the vacancy. If a probationary employee is deemed qualified, they will serve the requisite trial period set forth above.
- (b) 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.
- (c) Bids to fill vacancies posted by the Employer will be considered from employees in lower, same, equal or higher paid classifications who desire to bid into lower, same, equal or higher classification, but only under the following conditions:
- 1) No bids will be considered from any employee who has been awarded a vacancy within a period of twelve (12) months prior to the date of the bid except that an

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

- 2) 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 trial 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.
- 3) An employee awarded a vacancy will be placed at the bottom of the seniority list in that classification in that district.
- 4) If an employee submits a statement from their doctor that, because of disability or the infirmities of age he is unable to continue in their present classification, the Employer may require, at its own expense, verification by the Employer's doctor of such disability or infirmity to determine the type of work available which the employee is physically able to perform.
- 5) 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.
- 6) Prior to submitting a bid, an employee must have the bid slip signed by the supervisor who supervises the vacant position or their designee.

## **ARTICLE 16 – 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 their earnings and of all deductions made for any purpose.

### **Section 2 – Uniforms and Tool Allowance**

- (a) The Employer agrees that if any employee is required to wear any kind of uniform as a condition of 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 Mechanics, Mechanic Helper and the Stock Clerk, in accordance with these conditions.
- (b) The Shop Group Leader and Mechanics shall be eligible for reimbursement of up to \$1,000 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. 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.

### **Section 3 – Protective Footwear**

- (a) 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, F2413-18.
- (b) The Employer will reimburse all regular full-time employees the actual purchase price up to \$200, whichever is lower, each calendar year toward the purchase of required safety boots. 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 F2413-18. Reimbursement will be in the form of ACH through Accounts Payable.
- (c) The Director of Operations or designee shall determine when, in their 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 at date of hire.

### **Section 4 – Safety and Other Equipment**

Suitable raincoats 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 washrooms 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, timekeeping 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 Union. 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 their own transportation to and from the job location, the employee shall receive the same mileage allowance known by the Employer at the time to be allowed by the IRS, 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 – Prescription Safety Glasses**

- (a) The Employer will provide prescription safety glasses to all employees required to wear safety glasses that also require vision correction. The prescription safety glasses must meet the ANSI Z87.1-10 Standard.
- (b) Required employees are entitled to one (1) pair of prescription safety glasses every two years. The safety glasses must have permanently fixed side shields, lenses must be polycarbonate (plastic lenses will only be allowed when polycarbonate is not available) and the lenses may be transitional or have a solid tint of #1. The maximum dollar allowance is one hundred seventy-five dollars (\$175). Any cost beyond the maximum must be paid by the employee directly to the eyecare provider. New hires are eligible for reimbursement at date of hire.

### **Section 12 – Temporary Assignment**

An employee, when temporarily required to work in a classification higher than their 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 13 – 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 their shift will notify the supervisor of their 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 them at their 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.

## **Section 14 – Appointed Positions**

Group Leaders, Signal Technicians, and Signal Electricians 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, Signal Technician or Signal Electrician is removed by the Employer or voluntarily leaves the position within the sixty (60) day trial period, they shall be returned to their former job.
- (b) If a Group Leader, Signal Technician or Signal Electrician is removed by the Employer after the sixty (60) day trial period, they shall be permitted to bump in accordance with their county-wide seniority and qualifications.
- (c) If a Group Leader, Signal Technician or Signal Electrician voluntarily leaves the position after the sixty (60) day trial period, they shall return to their previous classification and shall be assigned to a crew designated by the Employer.
- (d) When a Group Leader's supervisor is absent from work for a continuous period of time of 21 calendar days or more, they will prospectively receive an additional \$2.00 per hour for

all hours worked thereafter while performing in the supervisor's absence.

### **Section 15 – 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.

### **Section 16 – CDL**

- (a) All employees in classifications of Heavy Truck Driver, Heavy Equipment Operator, Group Leader, Mechanic and Group Leader Shop must hold an unrestricted Group “A” Commercial Driver’s License (CDL) with a tank (N) endorsement. Employees in the classification Group Leader that reports to the Sign Shop must hold a Group “B” Commercial Driver’s License. Classifications required to hold a CDL B are Light Truck Driver, Assistant Facility Worker, Mechanic Helper, Sign Erector, Facility Worker, Signal Technician I, Signal Technician II, and Signal Electrician. Laborer and Stock Clerk must hold a valid driver’s 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 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 Employer’s vehicles for the purpose of satisfying the required road test and will allow one initial road test and one re-test to be taken during the employee’s scheduled work hours.
- (c) If an employee loses their CDL except as provided in Paragraph (d) below, the employee shall be permitted to bump into a lower grade, not requiring a CDL, provided the employee is capable of performing all aspects of the classification.
- (d) For the duration of this contract, if an employee loses their CDL due to use of controlled substances or alcohol, and agrees to participate in the Employer’s Drug-Free Work Place Program and successfully completes all related requirements of any joint return to work last chance agreements, they will be permitted to fill a temporary position at Grade 4 for a period of up to twelve months, or until they have obtained a valid CDL, whichever comes first. The employee must be capable of performing all aspects of the classification. 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.
- (e) All employees shall report to supervision any change that restricts or invalidates their Michigan Driver’s License or Department of Transportation (DOT) Medical Card. A



verbal report shall be given to the immediate supervisor prior to the beginning of the employee's next scheduled work shift following a restriction, suspension, revocation, expiration of license, or a medically determined impairment that may affect driving ability.

## **Section 17 – 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 the employee 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 them 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 situation's 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 them 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 16, Section 16 (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 18 – Employment of Relatives**

The Employer 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. 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 Employer. 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 19 – Night Patrol**

- (a) 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 8:00 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.
- (b) 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. The State Trunkline Group Leader shall patrol in a pick-up type of 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, the State Trunkline Group Leader 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, the State Trunkline Group Leader 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 themselves available to use a winter maintenance truck equipped with a blade and salt spreader.
- (c) 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.
- (d) In all circumstance where general weather conditions require it on holidays or weekends, the full group shall be called and work the overtime.

- (e) 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 fifty (\$.50) cents per hour above the classified rate.
- (f) 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.

## **ARTICLE 17 – EQUIPMENT, ACCIDENTS AND REPORTS**

### **Section 1 – Unsafe Equipment**

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 – Dangerous Work Conditions**

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 – Reporting of Accidents**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee before starting their 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 – Reporting Equipment Defects**

- (a) 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.
- (b) 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, the employee shall take the matter up with the Safety Committee who will take the matter up with the Employer.

## **ARTICLE 18 – MILITARY SERVICE**

### **Section 1 – Military Leave**

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 – Unpaid Leave**

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

### **Section 3 – Training**

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 – Probationary Employee**

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

### **Section 5 – Re-Employment Rights**

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

## **ARTICLE 19 – SEPARABILITY AND SAVINGS CLAUSE**

- (a) 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.
- (b) 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 20 – SAFETY COMMITTEE**

- (a) 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.
- (b) 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.
- (c) The Employer shall consider the personal safety of the employees in establishing operational procedures.

## **ARTICLE 21 – COURT AND BEREAVEMENT LEAVE**

### **Section 1 – Subpoena**

Any employee who is subpoenaed as the result of being involved in or witnessing an accident while on duty may, upon the Employer's approval, suffer no loss of pay for honoring the subpoena.

### **Section 2 – Jury Duty**

- (a) Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and regular pay when they provide acceptable prior notice of the obligation and proof of the attendance that prevented working.
- (b) 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 3 – Bereavement Leave**

- (a) Bereavement leave shall be granted in accordance with the Bereavement Leave Policy (HR-11). An employee shall be allowed five (5) working days, with pay, as bereavement leave not to be deducted from annual leave, at the time of death of the following family members:
  - Spouse
  - Current Stepchild
  - Child
- (b) An employee shall be allowed three (3) working days, with pay, as bereavement 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)

- Current Stepparent
- Current Stepsibling
- Sibling

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

- Grandparents
- Great Grandparents
- Grandchild
- Great Grandchild
- Sister/Brother In-Law
- Aunt<sup>1</sup>
- Uncle<sup>1</sup>
- Someone with whom the employee has a legal guardianship relationship
- Other dependents in an employee's household

<sup>1</sup>Defined as an employee's mother's or father's sister or brother.

(d) An employee, who has a death in their immediate family during an annual leave period, must notify their supervisor immediately upon receiving notice of the death.

(e) Employees may be required to provide proof of relationship to the deceased.

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

## **ARTICLE 22 – WORKERS’ COMPENSATION**

Each employee will be covered under the provisions of the Workers’ Disability Compensation Act and shall be granted in accordance with the Workers’ Compensation Policy (HR-43).

### **Section 1 – General Provisions**

All worker’s compensation claim determinations, claims and payments will be managed by a third-party vendor.

### **Section 2 – Eligibility**

All employees of the Washtenaw County Road Commission will be covered under the provisions of the Workers’ Compensation Disability Act.

### **Section 3 – Waiting Period**

(a) There is a seven (7) calendar day waiting period for benefit payments. Employees will not receive a workers’ compensation check for disability lasting less than seven (7) calendar days. However, medical benefits will be provided from the day of injury.

- (b) An employee must use accrued annual leave in an amount equal to their regular weekly income, for the seven (7) calendar day waiting period. If an employee does not have any annual leave, then the waiting period will be taken unpaid.

#### **Section 4 – Benefit**

- (a) An employee will start to receive workers' compensation wage loss benefits starting on the eighth (8<sup>th</sup>) day following the seven (7) calendar day waiting period.
- (b) If an employee's wage loss continues for fourteen (14) calendar days or longer, the employee is entitled to receive payment for the first week of disability.
- (c) Worker's compensation will pay approximately 80% of an employee's after-tax average weekly wage, which is calculated by taking the average highest 39 weeks of the last 52 weeks of gross wages prior to the injury.
- (d) An employee may elect to use accrued annual leave to supplement their workers' compensation benefit, in an amount sufficient to maintain their regular weekly income until said benefits are exhausted.

#### **Section 5 – Benefits During Workers' Compensation**

- (a) The Employer will maintain health insurance and other group health benefits subject to applicable plan documents and law. An employee must continue to pay their share of the premiums for those benefits at the same contribution rate as an active employee. The Finance Department must receive payment prior to each bi-weekly check date. If the payment is more than 30 calendar days late, the employee's health care coverage will be cancelled. The employee will not be eligible to re-enroll until the next open enrollment period.
- (b) An employee can continue to contribute to their voluntary deductions (deferred compensation, optional life, etc.) while on workers' compensation. The Finance Department must receive payment prior to each bi-weekly check date. If the payment is more than 30 calendar days late, the employee's voluntary deductions will be cancelled. If the employee chooses not to continue the voluntary deductions while on workers' compensation, they may not be eligible to re-enroll until the next enrollment period.
- (c) An employee will accrue annual leave while on workers' compensation.
- (d) An employee will earn service credit for pension purposes while on workers' compensation.
- (e) Holiday pay will not be granted while on workers' compensation, except if the holiday falls within the seven (7) calendar day waiting period.

#### **Section 6 – Family Medical Leave Act (FMLA)**

If an employee's work-related injury/illness constitutes a serious health condition as defined by the FMLA, then workers' compensation will run concurrently with FML in accordance with the Family Medical Leave policy (HR-17).

### **Section 7 – Light Duty**

If an employee is released to return to work with restrictions which do not allow them to perform the essential functions of their job, the Employer, in its sole discretion, will determine whether light or restricted duty work tasks can be performed by the employee on a temporary basis. While performing any such temporary "light duty" work, the employee will receive their regular rate of pay and will be subject to periodic monitoring by medical and/or occupational professionals. The temporary "light duty" assignment may be ended by the Employer at any time. In making the determination of whether temporary "light duty" work is available and whether to continue such an assignment, the Employer will comply with any and all applicable requirements as to reasonable accommodation which might be imposed by state or federal statute.

### **Section 8 – Return to Work**

- (a) An employee will be required to provide a fitness for duty clearance from their health care provider on or before the date the employee is scheduled to return to work.
- (b) An employee must return to work no later than the next regularly scheduled workday after the expiration of the approved leave. If an employee fails to return to work as scheduled after an approved leave, the employee may be subject to discipline, up to and including termination.
- (c) If an employee is not released to return to work by their health care provider after twelve (12) months on workers' compensation and has not been granted any additional leave, the employee will be terminated effective the day after their leave expires.

## **ARTICLE 23 – FAMILY MEDICAL LEAVE**

### **Section 1 – General Provisions**

- (a) The Employer will grant eligible employees leave under the FMLA for up to 12 workweeks (or up to 26 workweeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period.
- (b) An employee may elect, but is not required, to use accrued annual leave simultaneously with FML.

### **Section 2 – Eligibility**

- (a) An employee must be employed with the Employer for at least 12 months. The 12 months do not have to be consecutive. Separate periods of employment will be counted provided that the break in service does not exceed seven (7) years.



- (b) An employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. Paid absences (including workers' compensation, short-term disability and other paid or unpaid time off) prior to taking FML, are not included in the 1,250 work hours referenced above.
- (c) An employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.
- (d) An employee must incur a qualifying event.

### **Section 3 – Qualifying Event**

- (a) An eligible employee is entitled to take up to 12 workweeks of job-protected family medical leave (FML) for the following reasons:
  - 1) The birth of a child and to care for the newborn child within one year of birth.
  - 2) The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
  - 3) To care for a spouse, son, daughter, or parent who has a serious health condition.
  - 4) A serious health condition that makes the employee unable to perform the essential functions of their job.
- (b) An eligible employee is entitled to take up to 26 workweeks of job protected FML for the following reason:
  - 1) Any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active-duty status.

### **Section 4 – Calculation of Leave**

- (a) The Employer will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any FML. Each time an employee utilizes FML the Employer will compute the amount of leave an employee has used in the last 12 months and subtract it from the available leave. The remaining balance is the amount an employee is entitled to use at that time.
- (b) If spouses both work for the Employer and each wishes to utilize FML for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only use a combined total of 12 workweeks of FML or 26 workweeks to care for a covered injured or ill service member.

### **Section 5 – Requests for Leave**

- (a) When the need for FML is foreseeable, an employee shall provide Human Resources with at least thirty (30) calendar days' notice prior to the need for leave.
- (b) If the need for FML is unforeseeable an employee shall notify Human Resources as soon as they become aware of the need for FML.

### **Section 6 – Designation of Leave**

- (a) In all circumstances, it is the Employer's responsibility and right to designate a leave of absence as FML when it qualifies.
- (b) If an employee is off on workers' compensation and the work-related injury/illness would also qualify under the FMLA then workers' compensation and FML will run concurrently.
- (c) If an employee is off on short-term disability (STD) and their incapacity qualifies under the FMLA then STD and FML will run concurrently.

### **Section 7 – Medical Certification**

- (a) The Employer will require certification for an employee's serious health condition or the family member's serious health condition(s). An employee must respond to the request within 15 calendar days of the notice of eligibility. Failure to comply with the above-mentioned requirements may result in delay or denial of FML.
- (b) The Employer will require certification of the qualifying exigency for military family leave. An employee must respond to such a request within 15 calendar days of the request. Failure to comply with the above-mentioned requirements may result in the delay or denial of FML.
- (c) The Employer will require certification for the serious injury or illness of the covered service member. An employee must respond to such a request within 15 calendar days of the request. Failure to comply with the above-mentioned requirements may result in the delay or denial of FML.

### **Section 8 – Leave Determination**

- (a) If an incomplete medical certification is received, Human Resources will provide an employee with the opportunity to have the health care provider correct the certification. An employee will have seven (7) calendar days to resolve any deficiencies. If, after seven (7) calendar days the identified deficiencies have not been resolved, the FML request may be denied.
- (b) The Employer may request recertification and/or a second opinion for the serious health condition of an employee or an employee's family member in accordance with the regulations under the FMLA. If the Employer questions the validity of the health care provider's opinion, a second opinion may be required. In such cases, the Employer will choose a health care provider to offer a second opinion at the Employer's expense. If the first and second opinions differ, the Employer may require a third opinion. The health care provider offering the third opinion will be jointly approved by the Employer and the

employee. The third opinion will be binding. The Employer will incur the expense of the third opinion.

- (c) Once Human Resources receives a completed medical certification an employee will be notified within five (5) business days whether or not the FML is approved or denied.

### **Section 9 – Re-Certification**

If, after the initial medical certification, an employee needs to renew or change the leave request, they are required to submit an additional or amended medical certification to Human Resources. Recertification will be necessary when an employee seeks an extension of their FML. An employee must provide a new medical certification in each subsequent leave year. The Employer may require recertification of the ongoing need for leave every 30 days or more often depending on the circumstances of each individual situation. Failure to provide proper medical certification may result in the denial of FML, or in a delay of its approval.

### **Section 10 – Benefits During Leave**

- (a) The Employer will maintain health insurance and other group health benefits subject to applicable plan documents and law. If an employee wants benefits to continue during their FML, they must continue to pay their share of the premiums for those benefits at the same contribution rate as an active employee. The Finance Department must receive payment prior to each bi-weekly check date. If the payment is more than 30 days late, an employee's health care coverage will be cancelled for the duration of the leave.
- (b) An employee can continue to contribute to their voluntary deductions (deferred compensation, optional life, etc.) while on FML. The Finance Department must receive payment prior to each bi-weekly check date. If the payment is more than 30 days late, the employee's voluntary deductions will be cancelled. If an employee chooses not to continue the voluntary deductions through their FML they may not be eligible to re-enroll until the next enrollment period.
- (c) An employee will not accrue annual leave while on unpaid FML.
- (d) An employee will not earn service credit while on unpaid FML.
- (e) Once an employee returns from FML their review date will change by the number of days they were on FML.
- (f) Holiday pay will not be granted during FML.
- (g) An employee who does not return from a FML must reimburse the Employer for the total cost of benefits which were maintained by the Employer during the leave, unless the reason for the employee failing to return to work is due to the continuation or recurrence of the serious health condition or is otherwise beyond the employee's control as defined in the FMLA.

### **Section 11 – Intermittent Leave or Reduced Schedule**

- (a) An employee may take FML in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).
- (b) For the birth, adoption or foster care of a child, the Employer and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.

## **Section 12 – Outside Employment**

An employee may not engage in outside employment during a period of leave covered by this policy.

## **Section 13 – Return to Work**

- (a) An employee that is taking FML because of their own serious health condition will be required to provide a fitness for duty clearance from their health care provider on or before the date an employee is scheduled to return to work.
- (b) An employee who takes FML will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions.
- (c) If an employee is not medically released to return to work at the end of their FML and an employee has not been granted any additional leave, employment ends effective the last day of the approved leave, unless a continuation of leave has been granted as an accommodation under the Americans with Disabilities Act as amended, or for other extenuating circumstances.
- (d) An employee is expected to return to work no later than the next regularly scheduled workday after the expiration of an approved leave. If an employee fails to return to work as scheduled after an approved leave, an employee may be subject to termination of employment.

## **ARTICLE 24 – 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 – Holidays**

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 4<sup>th</sup>\*
- 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)

\* May Change due to four-day work week

## **Section 2 – Holiday Pay Eligibility**

The employee must work the preceding workday before a holiday and the succeeding workday after a holiday or be on approved leave. Otherwise, no holiday pay will be granted.

## **Section 3 – Work on Holidays**

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

## **Section 4 – Voting Leave**

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 5 – Holidays Within Annual Leave Period**

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 6 – Holidays on Saturday and Sunday**

When a holiday falls on Saturday, the preceding scheduled workday shall be the celebrated holiday. When a holiday falls on Sunday, the following Monday shall be considered the holiday.

# **ARTICLE 25 – ANNUAL LEAVE**

Leaves of absence shall be granted in accordance with the Annual Leave Policy (HR-04).

## **Section 1 – Annual Leave Accrual**

- (a) Regular, full-time employees will be awarded annual leave upon the anniversary date of their employment with the Washtenaw County Road Commission, according to the following schedule:

Anniversary	Days	Hours
1 <sup>st</sup> through 4 <sup>th</sup>	18	144
5 <sup>th</sup> through 12 <sup>th</sup>	23	184
13 <sup>th</sup> through 19 <sup>th</sup>	28	224
20 <sup>th</sup> and up	30	240

- (b) New hires will be awarded four (4) annual leave days after successfully completing their first ninety (90) days of employment. Four (4) additional annual leave days will be awarded after six (6) months of employment. The remaining ten (10) annual leave days will be awarded on the employee's one (1) year anniversary.

## **Section 2 – Use of Annual Leave**

- (a) Except in the case of an emergency, all annual leave must be approved by the employee's immediate supervisor, using the printed application for leave form furnished by the Employer, filled out completely and properly signed and submitted by the employee prior to commencing a leave.
- (b) Annual leave may be used in no less than half hour increments.
- (c) Conflicts of concurrent leave time between employees whose jobs are interdependent or whose positions are critical to specific Employer commitments should be resolved by the employees' immediate supervisor and/or department head considering factors such as the timing of the request and the employees' seniority with the Employer.

## **Section 3 – Carry Over of Annual Leave**

- (a) No payments will be made in lieu of annual leave with exception of employee separation.
- (b) An employee is permitted to carry over a maximum of thirty (30) annual leave days or 240 hours into any new anniversary year. Any additional annual leave in excess of the maximum will be forfeited if not used by the employee's anniversary date.

## **Section 4 – Accrual of Annual Leave While on Approved Leave**

- (a) An employee on an authorized paid leave, up to a maximum of six (6) months, will accrue annual leave.
- (b) An employee on workers' compensation leave, up to a maximum of twelve (12) months, will accrue annual leave.
- (c) An employee will not accrue annual leave while on unpaid leave.

## **Section 5 – Employee Separation**

- (a) In the event an employee shall retiree, resign, die or be discharged, the employee or the designated beneficiary will, at the time of separation, be paid for any accrued and unused annual

leave, rounded to the nearest hour. The payment is based on the employee's rate of pay at the time of separation.

- (b) Accrued and unused annual leave paid out will be included in the employee's final average compensation.

## **Section 6 – Reinstatement**

An employee who has been reinstated within three (3) years of separation will earn annual leave at the same rate in effect at the time of separation.

# **ARTICLE 26 – SHORT-TERM AND LONG-TERM DISABILITY**

## **Section 1 – General Provisions**

All disability determinations, claims and payments will be handled by a third-party vendor.

## **Section 2 – Eligibility**

All regular full-time employees of the Employer working more than 30 hours per week will be eligible for STD effective on the first day of the month following completion of one hundred and eighty (180) calendar days of continuous active employment.

## **Section 3 – Elimination Period**

- (a) An employee must be continuously disabled for seven (7) calendar days before STD benefits begin.
- (b) An employee must use accrued annual leave for the seven (7) calendar day elimination period. If an employee does not have any annual leave, then the elimination period will be taken unpaid.

## **Section 4 – Benefit**

- (a) STD will pay 66.6667% of an employee's weekly earnings to a maximum benefit of \$1,500 per week for a maximum of 26 weeks.
- (b) An employee may elect to use accrued annual leave to supplement the STD benefit, in an amount sufficient to maintain their regular weekly income until said benefits are exhausted. It is the employee's responsibility to notify payroll.

## **Section 5 – Benefits During STD Leave**

- (a) The Employer will maintain health insurance and other group health benefits subject to applicable plan documents and law. An employee must continue to pay their share of the premiums for those benefits at the same contribution rate as an active employee. The Finance Department must receive payment prior to each bi-weekly check date. If the payment is more than 30 calendar days late, the employee's health care coverage

will be cancelled. The employee will not be eligible to re-enroll until the next open enrollment period.

- (b) An employee can continue to contribute to their voluntary deductions (deferred compensation, optional life, etc.) while on STD leave. The Finance Department must receive payment prior to each bi-weekly check date. If the payment is more than 30 calendar days late, the employee's voluntary deductions will be cancelled. If the employee chooses not to continue the voluntary deductions through STD leave, they may not be eligible to re-enroll until the next enrollment period.
- (c) An employee will accrue annual leave while on STD leave. However, the employee will not accrue annual leave during the elimination period if it is taken unpaid.
- (d) An employee will earn service credit for pension purposes while on STD leave. However, the employee will not earn service credit during the elimination period if it is taken unpaid.
- (e) Holiday pay will not be granted while on STD leave. However, holiday pay will be granted if the holiday falls during the seven (7) calendar day elimination period.

## **Section 6 – Family Medical Leave Act (FMLA)**

If an employee's incapacity constitutes a serious health condition as defined by the FMLA, then STD will run concurrently with FML in accordance with the Family Medical Leave policy (HR-17).

## **Section 7 – Return to Work**

- (a) An employee must provide a fitness for duty clearance to the third-party vendor from their health care provider on or before the date the employee is scheduled to return to work.
- (b) An employee is expected to return to work no later than the next regularly scheduled workday after the expiration of the approved leave. If an employee fails to return to work as scheduled after an approved leave, the employee may be subject to discipline, up to and including termination.
- (c) If an employee is not released to return to work by their health care provider following the expiration of their STD leave, they will be terminated effective the day after their leave expires.

# **ARTICLE 27 – HEALTH, WELLNESS & HOSPITALIZATION**

## **Section 1 – Health Insurance Coverage**

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**

Coverage for all regular, full-time employees and their eligible dependents will be effective on the first day of employment.

## **Section 3 – Employee Contribution**

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 4 – Changes to Plan**

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 committee's recommendations before taking such steps.

## **Section 5 – Prescription Drug Coverage**

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 6 – COBRA**

- (a) 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.
- (b) 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 7 – Retirement**

- (a) Employees hired on or after January 1, 2012, shall be ineligible for any retiree health benefits.
- (b) Employees hired before January 1, 2012, and who are vested in the Employers pension plan shall be eligible for retiree healthcare benefits. Employees 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. The Employer will provide the retiree and their spouse healthcare. Spousal coverage is limited to the employee's legal spouse on the date of retirement. 100% of the cost for a retiree desiring dependent coverage shall be paid by the retiree.
- (c) 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.
- (d) Retirees who will become Medicare eligible shall only have supplemental coverage subject to the same contribution formula as applied to active employees.

## **Section 8 – Health Care Savings Program**

Employees hired on or after January 1, 2012, will be automatically enrolled in the MERS Health Care Savings Program and will be required to contribute 2% of gross pay and the Employer will match the 2%.

## **Section 9 – Buy-Out**

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

# **ARTICLE 28 – DENTAL AND VISION PLAN**

## **Section 1 – Dental/Vision Coverage**

- (a) The Employer makes available a dental and vision insurance plan to all regular, full-time employees.
- (b) 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 (services to age 19). Detailed coverage information for each class is outlined in the Dental and Vision Summary Plan Description 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 (services to age 19)

is \$1,000 for each eligible dependent child covered under this policy. In addition, at the employee's expense, an enhanced plan will be made available. In the enhanced plan, the Class A, B, and C combined maximum benefit per eligible insured person is \$2,000 each calendar year while insured under this policy; and the Class D Services maximum is \$2,000 for each eligible dependent child covered under this policy.

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

Benefit	In-Network
<b>Copay</b>	
Examination	\$10.00
Frames/Lens	\$20.00
<b>Benefit Frequency</b>	
Examination	12
Lenses	12
Frames	24
<b>Retinal Imaging</b>	\$39.00
<b>Lenses</b>	
Single Vision Lens	\$20.00
Bifocal Lens	\$20.00
Trifocal Lens	\$20.00
Lenticular Lens	\$20.00
Progressive Standard	\$55.00
AR Coating Standard	\$41 copay
Polycarbonate Standard	\$31-\$35 copay, no adult coverage
Photochromatic	\$70-\$82 copay
Tint	Up to \$15 copay
<b>Contact Lens</b>	
Medically Necessary	\$20.00
Elective	\$130 allowance
Contact Lens Fitting	Under allowance
<b>Frames</b>	\$130 allowance

In addition, at the employee's expense, an enhanced plan will be made available.

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

## Section 2 – Effective Date

Coverage for all regular, full-time employees and their eligible dependents will be effective on the first day of employment.

## Section 3 – Employee Contribution

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.

#### **Section 4 – COBRA**

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.

#### **Section 5 – Changes to Plan**

- (a) 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 Union's representatives and the member prior to implementation of any such changes. No employee, employee dependents, retiree, or retiree's dependents shall suffer a loss of benefits or be denied coverage through the Employer's 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.
- (b) 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.

#### **Section 6 – Retirement Dental Coverage**

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. Spouse shall be the employee's spouse on the date of retirement. 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.

### **ARTICLE 29 – LIFE INSURANCE**

#### **Section 1 – Term Life Insurance**

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 employment.

#### **Section 2 – Retiree Death Benefit**

Beneficiaries of employees who retire after January 1, 2003, will receive a Seven Thousand Five Hundred Dollar (\$7,500.00) death benefit.

### **Section 3 – Optional Life Insurance**

Additional levels of insurance are optional to purchase. The Employer agrees to provide an optional life insurance program for those qualified employees who are desirous of participating. Any qualified employee desiring to participate in such supplemental life insurance will be allowed to do so at the employee's expense. The Employer agrees that the expense for said insurance, or the monthly premium must be deducted through payroll deduction upon authorization by the employee.

### **Section 4 – Disability Leave**

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 their return to active employment.

## **ARTICLE 30 – RETIREMENT**

- (a) The Employer is a member of the Municipal Employees' Retirement System (MERS), 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 their service time computed from the first day of continuous employment.
- (b) 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. Employee contributions are reduced from eight percent (8%) of gross pay to seven percent (7%) of gross pay effective the first full payroll period after signing.
- (c) Employees hired January 1, 2012, or after will have the MERS Benefit Program C-1, FAC 3, vesting 8 years. Employee contributions are reduced from eight percent (8%) of gross pay to six percent (6%) of gross pay effective the first full payroll period after signing. On the first full payroll period one year after signing, the employee contribution will be reduced from six percent (6%) to five percent (5%) of gross pay. On the first full payroll period two years after signing, the employee contribution will be reduced from five percent (5%) to four percent (4%) of gross pay.

## **ARTICLE 31 – 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 32 – TERMINATION OF AGREEMENT**

### **Section 1 – Contract Duration**

This Agreement shall be in full force and effect from October 4, 2022.

## **Section 2 – Notice to Negotiate**

Either party may serve, upon the other a notice, at least sixty (60) days prior to October 3, 2025, advising that such party desires to continue this Agreement, or desires to revise or change terms or conditions of such agreement.

## **ARTICLE 33 – DIRECT DEPOSIT**

All employees are required to enroll in the Direct Deposit program at the time of hire.

## **ARTICLE 34 – DRUG/ALCOHOL TESTING**

Employees are subject to drug/alcohol testing in accordance with the Drug-Free Workplace Policy (HR-16). See Appendix A.

## **ARTICLE 35 – TUITION REIMBURSEMENT**

### **Section 1 – Employee Eligibility**

Employees will be eligible for tuition reimbursement if they have been a regular full-time employee of the Employer for at least one (1) year.

### **Section 2 – Course Eligibility**

A course must meet the following criteria in order to be eligible for reimbursement:

- 1) The course must be taken through an accredited college, university or technical school; and
- 2) The course must directly relate to the employee's current position/duties, or be in preparation for future position/duties within the organization; and
- 3) The course is required in a curriculum program leading to a degree or certification or is a preparatory course for a professional certification.

### **Section 3 – Reimbursement Provisions**

- (a) Reimbursement will not exceed three thousand five hundred (\$3,500) dollars per individual in a calendar year, not to exceed twelve thousand (\$12,000) for the Union employees in any fiscal year.
- (b) Employees will be required to receive a "C" or better grade in the course(s). If grades are not given, the employee must provide Human Resources with a certification of successful (pass) completion of the course requirements.
- (c) Employees are required to continue employment with the Employer for at least one (1) year following completion of the course(s) for which they received reimbursement or will be responsible for reimbursement to the Employer for any payment made for course

work completed with the one (1) year prior to termination.

- (d) Conventions, seminars and employee training workshops are not eligible for reimbursement.

### **ARTICLE 36 – WAIVER**

- (a) It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between the Employer and members of the bargaining unit now represented by the Union, shall govern their relationship and shall be the source of any rights or claims which may be asserted. It is understood and agreed that this contract constitutes the entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, past practices and arrangements heretofore existing.
- (b) The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.
- (c) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- (d) Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **ARTICLE 37 – COMPENSATORY TIME**

- (a) An employee may choose to take compensatory time in lieu of monetary payment for overtime which is at a rate of one and a half (1 ½) times the rate it was worked.
- (b) All compensatory time earned and taken must be tracked through the WCRC timekeeping software.
- (c) Compensatory time may be accumulated up to a maximum of forty (40) hours.
- (d) Compensatory time may be used in no less than half hour increments.
- (e) Compensatory time banks must be used and exhausted by November 1 of each year. Any remaining balances unused shall be paid at the rate at which it is earned.

(f) Upon termination employees shall be paid for unused compensatory time. Compensatory time may be included in final average compensation upon retirement.



## **SCHEDULE "A" – OVERTIME AND HOURS OF WORK**

### **Section 1 – Workday**

The regular work week is established as eight (8) hours a day, five (5) days a week from Monday through Friday. The regular workday 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 workday. 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 workday, if such change does not exceed one (1) hour from the regular workday scheduled above and will notify the employees and Union one (1) week in advance of any change.

### **Section 2 – Break and Lunch Period**

Each employee shall be granted two (2) breaks per day; one (1) in the morning and one (1) in the afternoon, each of fifteen (15) minutes duration. Such breaks shall be taken on the job commencing two (2) hours after the start of the workday and two hours after the end of the lunch period each day unless otherwise specified by the Employer. 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 3 – Summer Hours**

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

### **Section 4 – Overtime**

- (a) Overtime work will be permitted only when authorized by a supervisor.
- (b) Overtime pay will be one and one-half (1 1/2) times the hourly rate for all hours worked outside of regular scheduled working hours, except that premium pay will not be pyramided.
- (c) An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute break. In the event that such overtime is extended into the twelfth continuous hour (starting at 11.1 continuous hours worked), the employee will be granted a paid meal period of thirty (30) minutes of pay in lieu thereof. The time of the break and meal period will be determined by the Employer.
- (d) 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) their hourly rate. However, the Employer shall have the right to assign any work which may be available during that period.
- (e) When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight-time basis prior to the overtime period, it shall be performed by the employee or employees who were performing the specified job prior to the occurrence of the overtime period.

- (f) 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 employee's regular shift in their regular assigned area or not.

## **Section 5 – Reporting Pay**

An employee reporting for emergency duty shall be guaranteed four (4) hours pay at the rate of one and one-half (1 1/2) time their hourly rate and will not be required to remain longer than the completion of the work for which they were called in. However, this provision shall not apply to employees who are called in for periods of less than four (4) hours prior to the start of their shift and who continue to work their regular shift thereafter. Further, the employee shall remain available during the remainder of the period for which the employee was paid and, if the employee 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 (2) 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 – Call-In Procedure**

- (a) Seniority by classification in the district shall prevail in the distribution of emergency or scheduled overtime work. In the event the Employer cannot obtain sufficient employees from the district there will be a county wide call in of employees by seniority and classification commencing with the most proximate districts until the necessary crew is assembled. 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. During emergency or scheduled overtime work, the Employer will recognize the following proximate districts:
  - 1) Main Yard: District #1, Heavy Equipment and State Trunkline
  - 2) Southeast Service Center: District #2, District #5 and Northeast Service Center: District #6
  - 3) Chelsea Yard and Manchester Yard: District #3 and District #4
- (b) 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.
- (c) 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.
- (d) If the call-in still does not produce sufficient personnel, the Employer will utilize district temporary employees.
- (e) 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.

(f) If thereafter there is a shortage of personnel, the superintendent will call in temporary employees on a county-wide basis.

(g) In the event there is an error during a call-in, any employee who should have been called and was not will be offered the next available call-in overtime opportunity.

### **Section 7 – Call-In Procedure Sign Shop/Signals**

In the Sign Shop, for 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 Heavy Equipment crew.

## CLASSIFICATIONS

<b>JOB TITLE</b>	<b>LABOR GRADE</b>	<b>EQUIPMENT BY LABOR GRADE<sup>1</sup></b>
Laborer	4	Pick-ups, automobiles, vans, loader, forklift truck, tractor sweeper, yard tractor
Stock Clerk	6a	
Assistant Facility Worker	5	All the above, plus truck up to 26,000 lbs. gvw, weed mower
Light Truck Driver		
Heavy Truck Driver	6	All the above, plus truck 26,000 lbs. gvw & above, trucks with trailers and tankers, side-mount mower, boom mower, self-propelled sweeper
Mechanic Helper	6a	
Sign Erector	6b	
Facility Worker	6c	All the above, plus grader, bulldozer, scraper pan, crane, gradall, backhoe chip spreader equip, curb sweeper, Vactor*
Heavy Equipment Operator	7	
Signal Technician I	7	
Group Leader	10	All the above
Mechanic	12	
Signal Technician II	12b	
Group Leader Shop	13	
Signal Electrician	13	

<sup>1</sup>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.

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 them 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. The Employer 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 Washtenaw County Road Commission**

  
Barbara Ryan Fuller, Chair

  
Sheryl S. Siddall, Managing Director

  
Nicole Peterson, Human Resources Manager

  
Adam Lape, Director of Operations

  
Michael R. Kluck, Attorney

Date Signed: 10/04, 2022

**For the Technical, Professional and Officeworkers Association of Michigan**

  
David LaMontaine, Business Agent


  
Mike Gibson, Member

  
Gregory Gaw, Member

  
Gerold Rothman, Member

Date Signed: 10-3-22, 2022

## APPENDIX A – DRUG-FREE WORKPLACE POLICY

	<b>ORGANIZATIONAL POLICY</b>	<b>GENERAL OPERATIONS APPLICATION: All Employees</b>			
<b>TITLE:</b>  <b>Drug-Free Workplace</b>	RESOLUTION NUMBER RC18-393	SUPERCEDE RC92-314	EFFECTIVE DATE 12/18/2018	SUPERCEDE 08/31/1992	POLICY NUMBER HR-16

### INTENT

It is the intent of the Washtenaw County Board of Road Commissioners to provide a safe, healthy and productive work environment for all Washtenaw County Road Commission (WCRC) employees. Consistent with this commitment and in accordance with the Federal Drug Free Workplace Act the manufacturing, unauthorized use or possession, sale or distribution of illegal drugs/alcohol by WCRC employees while on duty or on Road Commission property is strictly prohibited.

### PROHIBITIONS

- A. Alcohol concentration. No employee shall report for duty or remain on duty requiring performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
- B. Possession of Alcohol or a Prohibited Substance. No employee shall be on duty or operate a commercial motor vehicle while the employee possesses alcohol or a prohibited substance.
- C. On-duty use. No employee shall use alcohol or a prohibited substance while on duty.
- D. Pre-duty use. No employee shall perform safety-sensitive functions within four hours after using alcohol or while under the influence of a prohibited substance.
- E. Use following an accident. No employee required to take a post-accident test shall use alcohol for eight hours following the accident, or until they undergo a post-accident alcohol test, whichever occurs first.
- F. Refusal to submit to a required alcohol or controlled substances test. No employee shall refuse to submit to an alcohol or controlled substances test required under this policy.

### TESTING CONDITIONS

- A. Pre-Employment – All approved applicants for employment with the Road Commission shall be given a blood and/or urine test for prohibited substances coincidental with a pre-employment physical. Those testing positive shall not be hired.
- B. Reasonable Suspicion – An employee of the Road Commission may be ordered to submit to testing upon reasonable suspicion that such an employee may be under the

influence of alcohol or prohibited substances while working or while at the workplace.

- C. Post-Accident – Any employee involved, while operating equipment, in a reportable accident. A “reportable accident” means an accident:
  - 1) involving the loss of human life;
  - 2) 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/or the employee receives a citation within 8 hours of the accident, or;
  - 3) 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/or the employee receives a citation within 8 hours of the accident.
- D. Return to Duty/Follow-Up – Any employee participating in an approved substance abuse evaluation drug and alcohol program as described in Section VI shall be tested at such intervals as recommended by the Substance Abuse Professional. The employee is responsible for the cost of this testing.
- E. Random – Employees in designated positions that require a Commercial Driver’s License (CDL) will be subject the random selection process.

**TESTING REQUIREMENTS**

- A. All breath, blood and/or urine examinations will be performed by a certified testing facility recognized under the U.S. Department of Transportation’s current rules and which is accessible through the Employer’s current designated medical facility.
- B. Samples testing positive for one of the 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 for independent confirmatory tests at the employee’s expense.
- C. 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 to ensure 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 40.87(a) and as set out in the following table:

<b>Cutoff Concentrations for Drug Tests</b>		
	<b>Initial Test</b>	<b>Confirmatory Test</b>
Marijuana Metabolite	50 ng/ml	15 ng/ml
Cocaine Metabolite	150 ng/ml	150 ng/ml

Codeine/morphine	2000 ng/ml	2000 ng/ml
Hydrocodone/hydromorphone	300 ng/ml	100 ng/ml
Oxycodone/oxymorphone	100 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Amphetamine/methamphetamine	500 ng/ml	250 ng/ml
MDMA/MDA	500 ng/m	250 ng/ml
Adjustments in the Federal test levels will occur on the effective date thereof.		

- D. 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 40.97. The Medical Review Officer shall review the results reported from the laboratory substantially in accordance with the procedures set out in 49 CFR 40.127 through 40.151.
- E. Tests for alcohol levels shall be considered to verify that the employee is under the influence when the blood/alcohol level meets, or exceeds, .02%. Any employee who provides a positive alcohol test result of .02% or greater, but less than .04%, shall be mandated to wait a minimum of twenty-four (24) hours prior to again reporting for duty.
- F. Before reporting test results to the Road Commission, the Medical Review Officer shall ascertain from records 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 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.

## **ACTIONS**

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

If the confirming test registers 0.02 or greater but less than 0.04, the employee may return to non-safety-sensitive jobs within twenty-four hours following the time of the confirming test. The employee 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 IV of this "Drug-free



Workplace Policy” will be implemented.]

If the employee tests 0.04 or greater on the confirming test, then Section VI of this “Drug-free Workplace Policy” will be implemented. Even if the Substance Abuse Professional clears the employee for return to work, they cannot return to a safety-sensitive job for twenty-four hours from the time of the positive test, nor will they 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 will be removed from the job and Section VI of this “Drug-free Workplace Policy” will be implemented
- C. Costs. Employees must bear the cost of any follow-up or return to work tests after a positive result has been given.

## **SUBSTANCE ABUSE EVALUATION**

- A. In the event that testing shall reveal the presence of either alcohol or prohibited substance in such employee’s breath, blood and/or urine at the time of testing beyond the accepted levels, that employee shall be required to submit to an immediate evaluation by an approved 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 Substance Abuse Professional and shall be placed upon medical leave of absence, without pay, except to the extent that such employee shall use accumulated sick time or vacation time during such medical leave of absence.
- B. Once the Substance Abuse Professional certifies that the employee does not present a risk to others in the workplace and may return to work, 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 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 Substance Abuse Professional. The employee is responsible for the cost of return-to-duty and follow-up testing.
- C. Any employee who shall fail to participate in and/or successfully complete a treatment program, including recommended after-care, as shall be recommended by the Substance Abuse Professional or shall thereafter test positive, shall be subject to immediate discharge.

## **SELF-REFERRAL FOR TREATMENT**

- A. The Road Commission 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 motoring

public. To this end, the Road Commission seeks to deter substance abuse through the implementation of this Policy. However, the Road Commission 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.

- B. Employees are encouraged to seek treatment for drug or alcohol abuse and are offered cooperation and assistance under this Policy and/or applicable Contract benefits. Additionally, an employee who initiates their own treatment shall be exempt from the penalties of this Policy and/or the Collective Bargaining Agreement, subject to the terms and conditions set forth herein.
- C. In order to be exempt, the employee's self-referral must occur prior to any Road Commission-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.
- D. An employee who has referred themselves 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 their return to work. In the event an employee tests negative, he will be allowed to return to work. If he tests positive, the employee must successfully complete a Road Commission-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 Road Commission can monitor the employee's progress in the treatment program.

## **REQUIRED NOTIFICATIONS**

- A. **Convictions and Loss of Driving Privileges.** Employees shall notify their immediate supervisor within five (5) working days of any criminal drug statute conviction. Employees involved in equipment or vehicle operations shall notify their immediate supervisor within five (5) working days of any traffic violation conviction involving drugs or alcohol. Each employee who has a driver's license suspended, revoked, or cancelled, or who is disqualified from operating a motor vehicle for any period, shall notify the Road Commission of such suspension, revocation, cancellation or disqualification before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, or disqualification, but, in any event, prior to operating any Road Commission vehicle or equipment. Failure to do so will result in disciplinary action, up to and including termination from employment.
- B. **Prescription and Non-Prescription Medicine.** Any employee using a medication which their physician has advised the employee the use of such medication may affect the employee's ability to safely operate a motor vehicle, or the employee's ability to otherwise perform the duties of their position, shall promptly notify the Road Commission that they are currently using such medication.
- C. **Fitness for Duty/Call-in.** It shall be the policy of the Road Commission that any

employees called to report for duty, during emergency or unscheduled operations, shall be personally asked and shall personally respond to the Road Commission's questions regarding their fitness for duty with respect to the consumption of drugs and/or alcohol. Further, the employee shall be required to notify the Road Commission's representative if at any time the employee is not fit to perform their duties for the Road Commission in a safe manner as such fitness may relate to the consumption of drugs and/or alcohol.

## VIOLATIONS

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

- 1) 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, they 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.
- 2) Second Offense – Discharge.

## DEFINITIONS

- A. **Under the influence** – An employee has been affected by a drug or alcohol, or a combination, in a manner that demonstrates a disregard for life or property or impairs the employee's ability to perform a given job or assignment. Symptoms of being under the influence of drugs or alcohol include, but are not restricted to, misbehavior, obvious impairment of physical or mental ability, slurred speech or difficulty in maintaining balance. Supervisors recommending testing of an employee for being under the influence shall document, in writing, their observations and the information they have which causes them to believe the employee is under the influence before the employee is sent to the appropriate place for testing.
- B. **Prohibited Substance** – Any drug or substance that is identified in 21 CFR 1308.11 Schedule I, any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR Part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the employee's medical history and has advised the employee that the substance will not adversely affect the employee's ability to safely operate a vehicle or equipment, or any drug or substance which has not been legally obtained
- C. **Drug Testing** – Any urine/blood or breath test conducted for the purpose of detecting the presence of a chemical substance in an individual.