

**AGREEMENT**  
**BETWEEN**  
**ONTONAGON COUNTY**

**AND**

**ONTONAGON COUNTY COURTHOUSE  
AND TRANSIT EMPLOYEES  
CHAPTER OF LOCAL 1923  
AFFILIATED WITH MICHIGAN COUNCIL 25  
AFSCME, AFL-CIO**

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## **ARTICLE 1. AGREEMENT.**

This Agreement entered into on this 1st day of October, 2005, by and between Ontonagon County, hereinafter referred to as the "Employer" and Ontonagon County Courthouse & Transit Department Employees' Chapter of Local #1923, affiliated with Michigan Council #25, AFSCME, AFL-CIO, hereinafter referred to as the "Union". It is further agreed that the Employer will present to the Union a signed contract within sixty (60) days, with extension granted if agreed by both parties.

## **ARTICLE 2. 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 the respective representatives at all levels and among all employees.

## **ARTICLE 3. RECOGNITION.**

(a) The Employer does hereby recognize the Michigan Council #25, AFSCME, AFL-CIO as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, as amended, of the State of Michigan, for the purpose of collective bargaining in respect to wages, rates of pay, hours of employment, or other conditions of employment of all the employees of the County who are included in the bargaining unit as follows:

All regular full time and regular part-time employees of Ontonagon County.

(b) The following classifications shall be excluded from the bargaining unit and none of the terms and provisions of this Agreement shall, in whole or part, be in any way applicable to said position:

All elected officials, department heads, Probate Court employees, Circuit Court employees, District Court Employees, supervisors as defined by the Act, airport manager, county park manager, one confidential employee in the Prosecuting Attorney's Office.

## **ARTICLE 4. AID TO OTHER UNIONS.**

(a) The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

(b) The Union agrees that the employees will fully perform their duties. The Union agrees that the employees will not aid or assist other unions in strike activity which will in any way detract from their responsibility.

## **ARTICLE 5. UNION SECURITY.**

(a) All employees covered by this Agreement, except those employees subject to paragraph (c) below, who are presently members of the Union shall, as a condition of continued employment, remain members of the Union during the term of this Agreement.

(b) Employees newly hired, rehired, reinstated or transferred into the bargaining unit after September 15, 1989, shall be required as a condition of continued employment, after the end of thirty-one (31) days of employment in the bargaining unit, and subject to paragraph (c) below, to become and remain members of the Union during the life of this Agreement or pay a legal service fee to the Union not to exceed the dues uniformly required to be paid by members of the Union.

(c) Notwithstanding the foregoing, any employee who was employed prior to September 15, 1989, who has not paid a service fee or elected to join the Union shall not be obligated to join the Union or to pay a service fee to the Union as a condition of employment. Any employee, however, who elected to become a member of the Union prior to February 1, 1991, shall be obligated to retain their membership in the Union.

(d) An employee who fails to comply with the provisions set forth above shall be terminated, not earlier than thirty-one (31) days following receipt by the employee of a written notice, sent certified mail, from the Union to the employee notifying the employee of default under this article and the effective date of termination of employment of the employee if such default is not remedied prior to that date. A copy of such notice shall be mailed simultaneously to the Employer.

## **ARTICLE 6. CHECK-OFF OF UNION DUES.**

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

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

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

(d) See Article 7 (d).

(e) The Union agrees to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising out of the deduction of money established by the Union for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to the designated authority of said Union.

**ARTICLE 7. REPRESENTATION FEE CHECK-OFF.**

(a) The Employer agrees to deduct from the wages of any employee, who is not a member of the Union, the Union representation fee (except as excluded in Article 5), as provided in a written authorization in accordance with the standard form used by the Employer (see paragraph (d)), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and the Union.

(b) The amount of such representation fee will be determined as set forth in Article 5 of this contract.

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

(d) See below.

**Dues Authorization Form**

Employer: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings, one of the following:

- An amount established by the Union as monthly dues.
- An amount certified as a service fee (computed yearly).

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of  
Local \_\_\_\_\_ Date started union position: \_\_\_\_\_

*Please print clearly and firmly*

\_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Signature

EXAMPLE

**ARTICLE 8. REMITTANCE OF DUES AND FEES.**

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

(b) Remittance of dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

## **ARTICLE 9. UNION REPRESENTATION.**

(a) Stewards, Alternate Stewards and Unit Chairman. The Employees covered by this Agreement will be represented by two stewards. The Union shall have the exclusive right to assign said stewards and shall assign one (1) steward to the Courthouse and one (1) steward to the Transit.

1. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

2. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours provided that such activities do not interfere with the orderly functioning of their department and further provided that such activities do not exceed four hours per month except with the consent of the clerk or Department Head whose consent will not be unreasonably withheld.

3. The Unit Chairman shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure provided that such activities do not interfere with the orderly functioning of their department and further provided that such activities do not exceed four hours per month except with the consent of the Clerk of Department Head whose consent will not be unreasonably withheld.

## **ARTICLE 10. SPECIAL CONFERENCES.**

(a) Special conferences for important matters will be arranged between the Chapter Chairman and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of Management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Special conferences shall be arranged at a time mutually agreeable to both parties. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

## ARTICLE 11. GRIEVANCE PROCEDURE.

### Definition:

1. A grievance is a dispute arising out of the interpretation or application of any provision of this collective bargaining agreement or established policy.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against who action might be taken in order to resolve the claim.
4. The term "days" shall mean calendar days, excluding Saturday, Sunday, and holidays.
5. Written grievances as required herein shall contain the following:
  - (a) It shall be signed by the grievant or Union.
  - (b) It shall cite the section or subsection of this contract or policy alleged to have been violated.
  - (c) It shall contain the date of the alleged violation.
  - (d) It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

### Purpose:

1. The purpose of this procedure is to secure, at the lowest possible supervisory level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his immediate supervisor and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and the Union Representative is provided the opportunity to be present at the time of adjustment.

### Procedure.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.



### Level One.

An employee with a grievance will first discuss it verbally with her supervisor or in the absence of her supervisor at the next supervisory level either directly or through the Union Representative, with the objective of resolving the matter informally.

### Level Two.

- (a) If the aggrieved person or union is not satisfied with the disposition of his/her grievance at Level One, the employee may file the grievance in writing with his/her Union representative within seven (7) days of the decision at Level One. Within seven (7) days after having received the written grievance, the Union Representative will refer it to the Supervisor.
- (b) Within seven (7) work days after receipt of the written grievance by the Supervisor, the Supervisor or his designee will meet with the aggrieved person and his/her Union Representative in an effort to resolve it.
- (c) If an employee or Union does not file the grievance in writing with the Union Representative and the written grievance is not forwarded to the Supervisor within fourteen (14) work days after the decision at Level One, then the grievance is considered as waived.

### Level Three.

If the aggrieved person or Union is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fourteen (14) work days after the grievance was received by the supervisor or if no meeting has been held, the employee or the Union may file the grievance in writing with the County board of its designee. Within fourteen (14) work days after receiving the written grievance, a committee of the Board and their representative will meet with the Union Grievance Committee person and the Unit Chairman for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full Board in writing with a copy to the grievant and the Union. If the grievance is not answered by the Board within 30 days, the grievance may move to Level Four. The grievant may choose whether or not he desires to be present at the Board hearing level.

### Level Four.

In the event the Union wishes to carry the grievance further, it shall within thirty (30) working days from the date of the employee's last answer of Step 3 meet with the Employer for the purpose of attempting to select an arbitrator. In the event they cannot agree on an arbitrator, then an arbitrator shall be selected from a list of five (5) submitted by MERC. Both the county and the Union shall have the right to strike two (2) names from the panel. The party requesting the arbitration shall strike one name, the process will be repeated. The remaining person shall be the arbitrator.

The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.

His authority shall be limited to deciding whether this agreement or policy has been violated.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

#### Rights of Employees to Representation.

1. No reprisals of any kind will be taken by either party as a result of having participated in the grievance procedure.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choice.

#### Miscellaneous.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be filed on mutually approved forms and given appropriate distribution to the union Representative.

#### Advancement of Grievance

Any grievance not answered by the Employer within the time limits specified by the grievance procedure shall advance to the next step of the grievance procedure.

### ARTICLE 12. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned. Overtime missed shall not be considered, unless the claim expressly relates to unreasonable denial of opportunity to work overtime. Any computation of lost wages shall consider income received from any other source, including, but not limited to, Worker's Compensation, unemployment compensation and earnings from other employment. Insurance benefits provided by the employee himself at his own expense shall not be deducted.

### ARTICLE 13. DISCHARGE AND SUSPENSION.

Subject always to the Clerk's, Treasurer's, and Prosecuting Attorney's statutory rights to hire or fire, which rights shall not be infringed by this contract, the parties agreed that any discharges or suspension shall be subject to the following procedures.

- (a) The Employer agrees, promptly upon the discharge or suspension of a non-probationary employee, to notify in writing the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

- (b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.
- (c) Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.
- (d) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

#### **ARTICLE 14. SENIORITY.**

- (a) New employees hired in the unit shall be considered as probationary employees for the first one hundred and eighty (180) calendar days of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the day one hundred and eighty (180) calendar days prior to the day he completes his probationary period. There shall be no seniority among probationary employees.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section 1 of this Agreement, except discharged and discipline employees for other than Union activity.
- (c) Seniority shall be on an Employer-wide basis in accordance with employee's last date of hire.
- (D) The Employer shall arrange, on the first day of employment, a thirty (30) minute interview period between the Chapter Chairman and the new employee(s) for the purpose of welcoming the new employee, furnishing him with a copy of the Agreement, authorization cards, explaining the structure of the organization and providing any other pertinent information.

#### **ARTICLE 15. SENIORITY LISTS.**

- (a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the date of hire, names and addresses, and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with up-to-date copies upon request from the Chapter Chairperson.

## **ARTICLE 16. LOSS OF SENIORITY.**

An employee shall lose his seniority for the following reasons only:

1. He quits.
2. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
3. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases exceptions shall be made. After such absence the Employer shall send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
4. If he does not return to work when recalled from layoffs as set forth in the recall procedure. In proper cases, exceptions shall be made.
5. Return from sick leave and leaves of absence will be treated the same as number 3 above.
6. Employee accepts a total disability settlement.

## **ARTICLE 17. LAYOFF DEFINED.**

- (a) The word "layoff" means a reduction in the work force due to a decrease of work or for a lack of funds.
- (b) In the event it becomes necessary for a layoff the Employer shall meet with the proper Union representatives at least three weeks prior to the effective date of the layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for the third step of the grievance procedure.
- (c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority, i.e., the least-senior employee on the seniority list being laid off first.
- (d) Employees to be laid off will receive at least fourteen (14) calendar days' advance notice of the layoff.
- (e) During a layoff there shall be no regularly scheduled overtime.

## **ARTICLE 18. RECALL PROCEDURE.**

When the working force is increased after a layoff, employees will be recalled according to seniority, with the most-senior employee on the layoff being recalled first, provided said employee has the ability to perform the job. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten calendar days from the date of mailing of notice of recall shall be considered a quit. In proper cases at the discretion of the Employer, exceptions may be made.

## **ARTICLE 19. TRANSFERS.**

- (a) **Transfer of Employees.** If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within 90 days, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.
- (b) After the ninety (90) day period the transferred employee's seniority shall be frozen. The transferred employee may return to a bargaining unit position only in the event of a vacancy and the job posting and bidding procedure has been satisfied for the bargaining unit members. The transferred employees shall have the right of returning to the bargaining unit before anyone is hired off the street, provided the employee is qualified to perform the work required.

## **ARTICLE 20. JOB POSTINGS AND BIDDING PROCEDURE.**

- (a) With the exception of the Clerk's, Treasurer's and Prosecuting Attorney's statutory right to hire, all vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within seven (7) working days' posting period. The senior employee applying for the position who meets the minimum requirements shall be granted a four-week trial period to determine:
  - 1. His desire to remain on the job.
  - 2. His ability to perform the job.
- (b) The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairman with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Chapter Chairman with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Chapter Chairman as to who was awarded the job.

- (c) During the four-week trial period the employee shall have the opportunity to revert back to his/her former classification. During the four-week trial period a weekly written evaluation will be conducted by the supervisor at which time the employee will be made aware of his/her job performance and necessary improvements.
- (d) During the trial period employees will receive the rate of the job they are performing.
- (e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

**ARTICLE 21. VETERANS. Reinstatement Of.**

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

**ARTICLE 22. EDUCATIONAL LEAVES OF ABSENCE FOR VETERANS.**

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- (b) Employees who serve the Armed forces Reserve or the National Guard will be permitted leave without pay for annual encampment upon at least fifteen (15) days' advance notice to the Clerk or Department Head. At the employee's option, leave for such encampment may be taken out of such vacation time as the employee may have accrued. The provision for summer encampment shall likewise apply to emergency call-out not to exceed sixty (60) days.

**ARTICLE 23. LEAVES OF ABSENCE.**

- (a) Leaves of absence will be granted without pay or fringe benefits, except as provided for in this contract, for periods not to exceed twelve (12) months, without loss of seniority, for:
  - 1. Medical leave (physical, mental, or maternity).
  - 2. Serious illness leave.
  - 3. Prolonged serious illness in immediate family.
  - 4. Educational leave.

Such leave may be extended by the Employer for like cause, upon request of the employee in writing, which request will not be unreasonably denied.

- (b) Employees shall not accrue seniority while on leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted or to a position to which his seniority entitles him.
- (c) Members of the Union selected to attend a Union convention or seminar shall be allowed time off without pay, provided that such time off would not interfere with the effective operation of their Department, and further provided that not more than one (1) member of the unit shall be given time off for the same function. No more than five (5) days will be granted at any one time, without special circumstances satisfactory to the Employer, except for special conventions for which adequate time will be allowed.

#### **ARTICLE 24. UNION BULLETIN BOARDS.**

The Union shall have the privilege of posting notices of meetings, elections of officers, or notice of Union recreation or social business on a bulletin board provided for that purpose. A bulletin board shall be placed at a convenient and readily accessible place as determined by management.

#### **ARTICLE 25. RATES FOR NEW JOBS.**

When a new job is created the Employer will notify the Union of classification and rate structure prior to its becoming effective. If the Union disagrees with a classification or the rate structure, it may meet with and address the County Board on their concerns.

#### **ARTICLE 26. TEMPORARY ASSIGNMENTS.**

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be offered to the qualified senior employee who meets the requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy, provided, however, regardless of the number of hours worked, the employee will receive the higher rate for at least the balance of the shift.

#### **ARTICLE 27. JURY DUTY.**

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

#### **ARTICLE 28. SAFETY COMMITTEE.**

A Safety Committee of employees and the Employer is hereby established. The Committee shall meet at mutually agreeable times per the request of the Employer and/or the Union.

#### **ARTICLE 29. WORKER'S COMPENSATION (Injuries in the Course of Employment).**

- (a) Employees injured in the course of employment have a right to receive workmen's compensation benefits subject to the provisions of law.

- (b) While on Workmen's Compensation, the receipt or accumulation of fringe benefits shall cease except medical-hospitalization insurance, life insurance and pension; provided however, all fringe benefits, including medical hospitalization insurance, shall cease as of the 1st day of the month following expiration of six (6) months after date of injury, regardless of whether there exists any unused sick leave or other accumulated benefits. Employment with the County shall automatically cease at the end of such six (6) month period unless the person has within that time, requested and been granted a leave of absence pursuant to Article 23 of this contract. Where a leave of absence has been granted, employment with the County shall cease at the termination of such leave of absence, or any extension thereof.
- (c) Department Head or employee must report all injuries that happened during working hours to his/her Department Head and to the County Clerk's Office as soon as possible after such injury occurs, including specific information as to location, nature of injury, time and other circumstances. The first report of injury must be filed with the Clerk's office within twenty-four (24) hours of injury.
- (d) The County may require an Employee to use a physician of their choosing for the first ten (10) days of injury, after which the Employee may use a physician of their choice. In situations where an Employee is required to use a physician other than that of his/her choosing, he/she shall not incur out-of-pocket expenses.

**ARTICLE 30. WORKING HOURS, BREAKS, AND OVERTIME.**

- (a) Working Hours. Working hours for the Ontonagon County Transit Employees shall be thirty-five (35) to forty (40) hours per week, between the hours of 6:00 a.m. and 6:00 p.m., as scheduled by the Transit Director. Exceptions can be made for special circumstances.

Working Hours for the Mechanic shall be between the hours of 5:00 a.m. and 7:00 p.m. with exceptions for special circumstances, or as scheduled by the Transit Director.

All other full time employees shall be paid an hourly rate and shall work a thirty-five (35) hour week, Monday through Friday, between the hours of 8:30 a.m. to 4:30 p.m.  
EXCEPTION: The Courthouse Custodian shall work forty (40) hours per week as scheduled.

- (b) Breaks. One (1) hour per day will be allowed for lunch breaks for Courthouse employees, and one-half (1/2) hour for lunch breaks for Ontonagon County Transit employees.

A maximum of twenty (20) minutes per day shall be allowed for breaks given at the discretion of the Department Head.

- (c) Overtime Policy. When an employee is required by the Department Head to work in excess of forty (40) hours in a calendar week, he/she shall be entitled to compensatory time at the rate of one and one-half (1-1/2) hours off per each hour worked in excess of forty (40) hours. Alternatively, with the prior consent of the Department Head, the employee may be paid compensation at the rate of one and one-half (1-1/2) times the regular rate for hours worked in excess of forty (40) hours per work week. Compensatory time off shall be allowed for hours worked in excess of thirty-five (35) hours, and less than forty (40) hours in a week at straight time; at the discretion of the Department Head.



NOTE: THIS OVERTIME PROVISION MUST COME INTO COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT REQUIREMENTS.

- (d) Overtime Call-Out. When an employee is called out under emergency situations of work that is absolutely necessary, between the hours of 10:00 p.m. and 7:00 a.m. Monday through Thursday, and on holidays, he/she shall be entitled to compensatory time off, at the discretion of the employee and with the approval of the Department Head, at the rate of one and one-half (1-1/2) hours off for each hour worked. When called out, an employee will be granted a minimum of two (2) hours compensatory time or actual hours worked if the amount of time or call-out is over the minimum two (2) hours after the employee's regularly scheduled hours.
- (e) Holiday Call-Out. Double time compensatory time or pay.

### ARTICLE 31. SICK LEAVE.

- (a) One sick day per calendar month of active service including the month of hire. For purposes of calculating earned sick leave for a portion of a month worked due to starting or terminating employment after the 1st of the month, an employee shall earn one-half (1/2) sick day if (she/he) works more than fifteen (15) days in a month and zero (0) sick days for working fifteen (15) days or less. Part-time employees shall receive sick leave prorated.
- (b) Sick leave shall be accumulative to maximum of 100 days.
- (c) No compensation shall be paid for unused sick leave upon termination. Upon death, retirement, or voluntary termination employees shall be paid twenty-five (25) percent of all unused sick days to a maximum of 100 days.
- (d) Sick leave shall be used for illness or injury of the employee only.
- (e) To use sick leave, an employee must:
  - 1. Notify the Department Head by 9:00 a.m. of the day the leave is to be taken, unless the employee is hospitalized.
  - 2. The Ontonagon County Transit System employees must report at least one (1) hour prior to the shift start.
- (f) The employee is required to provide proper documentation of illness or injury upon request of the Department Head.
- (g) Sick leave cannot be taken in units of less than one-half (1/2) day, unless authorized by the Department Head.

**ARTICLE 32. FUNERAL LEAVE**

- (a) An employee shall be allowed up to five (5) consecutive working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. "Immediate Family" is to be defined as follows: Mother, Father, Spouse, Child, Brother, Sister, Grandparent, Grandchild, or Significant Other.
- (b) An employee will be allowed up to three (3) working days with pay not to be deducted from sick leave, for a death in the family other than immediate family. "Other than immediate family" is to be defined as mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a member of the employee's household.
- (c) An employee will be allowed one (1) working day with pay as funeral leave day, not to be deducted from sick leave, for the death of an aunt, uncle, niece or nephew, or grandparent-in-law.
- (d) Step-relatives shall be defined the same as non step-relatives.
- (e) Part-time employees shall receive funeral leave based on hours worked.

**ARTICLE 33. HOLIDAYS**

Paid holidays for the full time County employees are as follows:

- |   |                           |
|---|---------------------------|
| New Years Day   | Labor Day                 |
| Martin Luther King Day (1 <sup>st</sup> closest to January 15 <sup>th</sup> ) | Veteran's Day             |
| President's Day 3 <sup>rd</sup> Monday In February)                           | Thanksgiving Day          |
| Good Friday   | Friday after Thanksgiving |
| Memorial Day  | Christmas Eve Day         |
| Independence Day  | Christmas Day             |
|   | New Years Eve Day         |

- (b) Paid holidays for part-time County employees are as follows (based on the employees' regularly scheduled shifts and the employees must be scheduled to work to be paid):

- |                  |  |
|------------------|--|
| Thanksgiving Day | New Years Day                              |
| Christmas Eve    | Independence Day (4 <sup>th</sup> of July) |
| Christmas Day    | Memorial Day                               |
| New Years Eve    | Labor Day                                  |

- (c) When a holiday falls on Saturday, it will be celebrated on Friday. When a holiday falls on a Sunday, it will be celebrated on Monday.
- (d) No additional compensation shall be paid to a full time Transit employee for working on President's Day, Martin Luther King Day or Veteran's Day. A full time Transit employee required to work a holiday may make arrangements with the Department Head to take time off on another date.
- (e) Any employee scheduled to work holidays will receive double time pay or compensatory time (excluding Transit, in paragraph (c)).

**ARTICLE 34. VACATIONS.**

(a) **Eligibility.**

<b><u>Years Of Service</u></b>	<b><u>Vacation Period</u></b>	
1 Year.....	1 week.....or....	5 Work days
2 Years.....	2 weeks.....or....	10 Work days
5 Years.....	3 weeks.....or....	15 Work days
10 Years.....	4 weeks.....or....	20 Work days
15 Years.....	4 weeks 3 days....or....	23 Work days
20 Years.....	5 weeks.....or....	25 Work days
25 Years.....	5 weeks 1 day.....or....	26 Work days
26 Years.....	5 weeks 2 days....or....	27 Work days
27 Years.....	5 weeks 3 days....or....	28 Work days
28 Years.....	5 weeks 4 days....or....	29 Work days
29 Years.....	6 weeks.....or....	30 Work days

(b) **Accrual.**

<b>Years of Service</b>	<b>Vacation accrual based on Classification</b>					
	<b>35 hr. week</b>		<b>37.5 hr. week</b>		<b>40 hr. week</b>	
	<b>7 hrs.</b>	<b>*Accrual</b>	<b>7.5 hrs.</b>	<b>*Accrual</b>	<b>8 hrs.</b>	<b>*Accrual</b>
1	35 hrs.	1.4	37.5 hrs.	1.5	40 hrs.	1.6
2	70 hrs.	2.7	75 hrs.	2.9	80 hrs.	3.1
5	105 hrs.	4.1	112.5 hrs.	4.4	120 hrs.	4.6
10	140 hrs.	5.4	150 hrs.	5.8	160 hrs.	6.2
15	161 hrs.	6.2	172.5 hrs.	6.7	184 hrs.	7.1
20	175 hrs.	6.8	187.5 hrs.	7.2	200 hrs.	7.7
25	182 hrs.	7.0	195 hrs.	7.5	208 hrs.	8.0
26	189 hrs.	7.3	202.5 hrs.	7.8	216 hrs.	8.3
27	196 hrs.	7.6	210 hrs.	8.1	224 hrs.	8.6
28	203 hrs.	7.8	217.5 hrs.	8.4	232 hrs.	8.9
29	210 hrs.	8.1	225 hrs.	8.7	240 hrs.	9.2

\*Vacation is earned per pay period at the level noted above and based on employee classification per Article 44.

(b) Eligibility - Part-Time Employees.

Pro-rata vacation shall be allowed for part-time County employees. The eligibility minimum shall be one-half (1/2) segments at three and one-half (3-1/2) or four (4) hours based on the full time equivalency basis (FTE) for the Department unit (i.e., if the Department's regular work week is thirty-five (35) hours per work week, or forty (40) hours per work week, part-time vacation benefits would be prorated accordingly).

(c) Conditions:

1. Vacations will be granted at such times during the year as requested by the employee with the consent of the Department Head whose consent will not be unreasonably withheld provided employee has sufficient time accrued/accumulated as of the date of request.

Transit employees who have vacation requests turned into the Department Head prior to March 1 of the year will be granted vacation by seniority, after March 1 vacations will be granted by date of request provided employee has sufficient time accrued/accumulated.

2. Vacation days shall be considered earned upon accrual.
3. A vacation may not be waived by an employee and extra pay received for work during that period.
4. An employee may accrue a maximum of five (5) vacation days to be carried over to be used in the next year.
5. Employees will not be paid cash in lieu of taking vacation days.
6. A holiday observed by the Employer during a scheduled vacation shall not be charged as a vacation day.
7. Vacation time may not be taken in units of less than one-half (1/2) day.
8. An employee's absence from work during scheduled vacation shall be charged as use of vacation time. This includes minor illnesses and one would only charge sick days if under a doctor's care and hospital.
9. If a regular payday falls during an employee's vacation, the employee may receive that check in advance before going on vacation, providing that the "Advance check Request" is filled in and signed at the bottom of the "Vacation Request Form", and filed with the County Clerk's Office three days prior to payment. Cash advance exception may be considered in an emergency, i.e.: medical, death in family, etc.
10. Upon severance of employment, unused vacation will be paid to the employee based on the annual rate of pay for the employee's last position; payable on the next regular payday following date of termination.

### **ARTICLE 35. SERIOUS ILLNESS IN IMMEDIATE FAMILY.**

An employee will be allowed five (5) working days per calendar year with pay, not to be deducted from sick leave, for serious illness of the employee's spouse, child, or parents. Normally serious illness shall not include things like colds, flu, chicken pox, measles, etc. Leave shall be documented by doctor or hospital staff.

### **ARTICLE 36. PERSONAL LEAVE DAYS.**

- (a) An employee may use five (5) days per calendar year, to be deducted from accumulated sick leave, for personal business.
- (b) To use unrestricted personal leave, an employee must receive permission of the Department Head on or before the preceding day.
- (c) There will be no accumulation of unrestricted personal leave from year to year.
- (d) Part-time employees will receive personal days based on hours worked.

### **ARTICLE 37. HOSPITALIZATION AND MEDICAL COVERAGE.**

- (a) The Employer agrees to pay 100% of the premium for hospitalization medical coverage for all full time permanent employees and their family, and all employees and their family during the employee's absence as the result of injury or illness so long as such leave benefits continue. The plan during this contract shall be the Blue Cross-Blue Shield Community Blue Option II with 100/200 deductible with \$30 office call (Employer reimburses \$10), the \$10/40 PDR (the Employer reimburses \$20 on the brand name). The mental health 80/20 rider will revert back to the Option II Plan of 50/50.

#### **Employees hired after October 1, 2005:**

The Employer agrees to pay 85% of the premium for hospitalization medical coverage for all full time permanent employees and their family, and all employees and their family during the employee's absence as the result of injury or illness so long as such leave benefits continue. The plan during this contract shall be the Blue Cross-Blue Shield Community Blue Option II with 100/200 deductible with \$30 office call (Employer reimburses \$10), the \$10/40 PDR (the Employer reimburses \$20 on the brand name). The mental health 80/20 rider will revert back to the Option II Plan of 50/50. The Employee shall pay the remaining 15% of the premium amount per month through a Section 125 Health Expenditure benefit plan.

- (b) The Employer agrees to pay the above premium for hospitalization medical coverage for the employee and his family while the employee is laid off for a period of up to three (3) months.
- (c) Family coverage shall apply only to an employee, spouse and children under nineteen (19). If an employee's child over the age nineteen (19) remains eligible for coverage but at a higher cost, the employee may elect to continue the coverage for the older child at the employee's own cost.

- (d) No coverage shall be provided to any employee beyond the end of the month of his termination of employment with the Employer except as provided in Paragraph C of COBRA.
- (e) The Employer shall provide a fully paid dental program for all full time permanent employees. The plan to be Blue Cross-Blue Shield Preferred II or equivalent.
- (f) Coverage for each employee under Article 37(a) - (f) shall be under a family plan, 2-party plan, or individual plan as each employee shall be entitled to the level of benefit herein agreed to, but shall not be entitled to duplicate coverage by the County, where the employee could qualify for benefits under an insurance plan offered to another County employee.
- (g) If an employee elects not to participate in the hospitalization plan the employee will be paid one-half (1/2) the premium amount per month of the plan the employee would have otherwise qualified for. The employee shall have the option to re-enroll in accordance with the plan carrier.
- (h) The Employer agrees to secure quotes on optical insurance plans and if the Union finds an acceptable plan, the Employer agrees to provide the plan and the Union employees agree to pay the premium.

#### **ARTICLE 38. LIFE INSURANCE.**

- (a) The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$15,000.00 while employed.
- (b) Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

#### **ARTICLE 39. COMPUTATION OF BENEFITS.**

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

#### **ARTICLE 40. UNEMPLOYMENT INSURANCE.**

The Employer agrees to provide unemployment insurance coverage for all employees under this Agreement through the Michigan Employment Security Commission or equivalent.

#### **ARTICLE 41. CONSOLIDATION OR ELIMINATION OF JOBS.**

The Employer agrees that before any consolidation or elimination of jobs, it will meet with the Union to discuss the impact of such decision on bargaining unit employees.

**ARTICLE 42. DISTRIBUTION OF AGREEMENT.**

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer in the bargaining unit.

**ARTICLE 43. PENSIONS.**

MERS B-2, with FAC 3 and F-55/15 option.

**ARTICLE 44. CLASSIFICATION AND RATES.**

**B.1 Classification Courthouse (35 hours per week) - Effective (per hour):**

	<u>10-1-05</u>	<u>10-1-06</u>	<u>10-1-07</u>
Appraiser	14.90	15.20	15.45
Senior Appraiser	16.12	16.42	16.67
Secretary	13.17	13.47	13.72
Deputy Clerk/ Register of Deeds	13.67	13.97	14.22
Deputy Treasurer	13.67	13.97	14.22
Bookkeeper	14.21	14.51	14.76
Support Specialist	14.21	14.51	14.76
Chief Deputy Clerk	14.78	15.08	15.33
Chief Deputy Treasurer	14.78	15.08	15.33
Legal Secretary	13.95	14.25	14.50
Chief Deputy FOC	14.78	15.08	15.33
FOC Clerical/Investigator	13.67	13.97	14.22

**B.2 Classification Courthouse (40 hours per week) - Effective (per hour):**

	<u>10-1-05</u>	<u>10-1-06</u>	<u>10-1-07</u>
Custodian	12.83	13.13	13.38

New hires (B.1 – B.2) will receive \$1.40 per hour less than regular rate for the first six (6) months; after six (6) months \$1.28 per hour less; after one (1) year \$.84 per hour less; after two (2) years \$.56 per hour less; after three (3) years \$.28 per hour less; after four (4) years full rate.

**B.3 Classification Transit (40 hours per week) - Effective (per hour):**

	<u>10-1-05</u>	<u>10-1-06</u>	<u>10-1-07</u>
Assistant Director	13.19	13.49	13.74
Part-time Driver	12.19	12.49	12.74
Part-time Dispatcher	12.19	12.49	12.74

**B.4 Classifications Transit (37.5 hours per week) - Effective (per hour):**

	<u>10-1-05</u>	<u>10-1-06</u>	<u>10-1-07</u>
Dispatcher	12.19	12.49	12.74
Driver	12.19	12.49	12.74
Head Driver	12.39	12.69	12.94
Mechanic	12.95	13.25	13.50

New hires (B.3 – B.4) shall receive \$.55 per hour less than the regular rate for the first six (6) months; after six (6) months \$.44 per hour less; after one (1) year \$.33 per hour less; after two (2) years \$.22 per hour less; after three (3) years \$.11 per hour less; after four (4) years full rate.

B.5 Employees transferring from one classification to another shall maintain the same longevity on the pay scale, i.e. a secretary (2 years) transferring to deputy clerk (2 years) or driver (2 years) transferring to assistant director (2 years). This also applies to transfers between Transit and Courthouse or vice versa. Employees who have transferred during the previous contract will be moved to the rate of pay as provided above, retroactive to the date of transfer.

**ARTICLE 45. ANNUAL LONGEVITY PAYMENT.**

<u>Years of Service of December 1</u>	<u>% of Annual Wage</u>
3-5	1%
6-10	2 %
11-15	3%
16-19	4%
20-25	5%
Over 25	6%

Each employee covered by this Agreement who shall have been employed for at least three (3) years shall receive an annual longevity payment, due and payable to the employee on the first payday in December of each year on a separate check. Longevity pay shall be computed by Hours per Week (see Article 44) times 52 weeks, times Hourly Rate, times Years of Service Percentage equals Longevity Payment. There shall be no pro-ration of this benefit, except in cases of employee layoffs by Employer.

**ARTICLE 46. APPENDICES**

- Appendix A – Job Descriptions
- Appendix B – PEOPLE Check-off
- Appendix C – Free Bus Rides



**ARTICLE 47. TERMINATION AND MODIFICATION.**

This Agreement shall be effective on October 1, 2005, and shall continue in full force and effect until September 30, 2008.

- (a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- (c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.
- (d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 710 Chippewa Square Marquette, Michigan 49855; and if to the Employer, addressed to Ontonagon County Board of Commissioners, 725 Greenland Road, Ontonagon, Michigan 49953; or to any such address as the Union or the Employer may make available to each other.

FOR THE UNION:

Stacy L. Weiss  
Calvin McOmness  
Tony [unclear]  
Ricky Council 25

FOR THE EMPLOYER:

Jan V. Artella  
Judith A. Rehrer  
Diana J. Killoran

APPENDIX A  
**JOB DESCRIPTIONS**

Job descriptions for each classification under this Agreement shall be attached hereafter.

APPENDIX B  
**PEOPLE CHECK-OFF**

The employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

<b>PEOPLE DEDUCTION AUTHORIZATION</b>	
Amount \$ _____	
I hereby authorize my employer and associated agencies to deduct each pay period the amount certified above as a voluntary contribution. To be paid to the treasurer of the PEOPLE Qualified Committee, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035, to be used in accordance with the bylaws of the PEOPLE qualified committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.	
Signature _____	Date _____
<small>In accordance with federal law, the PEOPLE committee will accept contributions only from members of AFSCME and their families. <i>Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.</i></small>	

APPENDIX C  
**FREE BUS RIDES**

Children of employees of the Ontonagon County Transit may ride for free to and from school so long as their rides do not cause the driver to deviate from his/her route by more than one-quarter (1/4) mile.

**LETTER OF UNDERSTANDING  
BETWEEN  
ONTONAGON COUNTY  
AND  
ONTONAGON COUNTY COURTHOUSE AND TRANSIT EMPLOYEES'  
CHAPTER OF LOCAL 1923  
AFFILIATED WITH MICHIGAN COUNCIL 25 AFSCME AFL-CIO**

The Ontonagon County, party of the first part, (hereinafter referred to as the "County" or "Employer"), and Ontonagon County Courthouse and Transit Employees' Chapter of Local 1923 affiliated with Council #25, AFSCME, AFL-CIO, party of the second part, (hereinafter referred to as the "Union") enter into this Letter of Understanding effective October 1, 2005.

**IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:**

The general purpose of this Letter of Understanding is to amend the AGREEMENT effective October 1, 2005 to September 30, 2008, (herein after referred to as the "AGREEMENT") and to resolve certain issues and to amend certain terms and conditions of employment provided for in the AGREEMENT. The certain items and amendments to the AGREEMENT are summarized and set forth as follows:

That per Article 44 Classification and Rates, B.4 the classification of Head Driver shall be eliminated. However, it is agreed between the parties that the employee currently holding the position shall continue in that classification and rate of pay until such time is no longer employed by the County Transit.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Dated: 9/23/05

For The Union:

Stacy C. Davis  
Ruby Council 25  
Ruby Council 25  
Angie

For the Employer:

Jean W. Anttila  
Judith O'Keefe  
Siana J. Killoran

2046  
1450

4/

1,023

725 -

shall be in accordance with the carriers rules and shall not have the effect of reducing rates until October 1<sup>st</sup> of the following year.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

Dated: 9/23/05

For The Union:

Stacy C. Davis

Carol McBrine

Ryhy Council 25

Am P

For the Employer:

Jan L. Artale

Judith P. Roehm

Diana J. Kelloran

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**ONTONAGON COUNTY**  
**AND**  
**ONTONAGON COUNTY COURTHOUSE AND TRANSIT EMPLOYEES'**  
**CHAPTER OF LOCAL 1923**  
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That Article 44 Classifications and Rates shall be modified during the term of the Agreement as follows:

If in any year of the Agreement one (1) employee elects not to participate in the Hospitalization Plan offered by the employer (per Article 37 paragraph g.), all rates under Article 44 Classification and Rates will be increased by five cents (\$.05).

If in any year of the Agreement two (2) employees elect not to participate in the Hospitalization Plan offered by the employer (per Article 37 paragraph g.), all rates under Article 44 Classification and Rates will be increased by an additional five cents (\$.05).

Rate increases shall not exceed ten cents (\$.10) in any year of the Agreement.

Transit employees will not participate in these increases for the first year of the Agreement, but will participate in subsequent years.

Employees opting not to participate in the plan must contact the Clerk's office with their decision prior to the 15<sup>th</sup> day of any month. If a wage adjustment is made per this understanding it will be made on the first full pay period following notification.

If an employee experiences a circumstance which requires them to re-enroll in the plan it

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**ONTONAGON COUNTY**  
**AND**  
**ONTONAGON COUNTY EMPLOYEES' CHAPTER OF LOCAL 1923**  
**AFFILIATED WITH MICHIGAN COUNCIL 25 AFSCME AFL-CIO**

The Ontonagon County, party of the first part, (hereinafter referred to as the "County" or "Employer"), and Ontonagon County Employees' Chapter of Local 1923 affiliated with Council #25, AFSCME, AFL-CIO, party of the second part, (hereinafter referred to as the "Union") enter into this Letter of Understanding effective October 1, 2008.

**IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED:**

The general purpose of this Letter of Understanding is to amend the AGREEMENT effective October 1, 2005 to September 30, 2008, (herein after referred to as the "AGREEMENT") and to resolve certain issues and to amend certain terms and conditions of employment provided for in the AGREEMENT. The certain items and amendments to the AGREEMENT are summarized and set forth as follows:

**ARTICLE 32. FUNERAL LEAVE**

- (a) An employee shall be allowed up to five (5) consecutive working days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. "Immediate Family" is to be defined as follows: Spouse, Mother, Father, Mother-in-Law, Father-in-Law, Child, Son-in-Law, Daughter-in-Law, Brother, Sister, Grandparent, Grandchild, or Significant Other.

**ARTICLE 33. HOLIDAYS**

- (b) Paid holidays for part-time County employees are as follows (based on the employees' regularly scheduled shifts and the employees must be scheduled to work to be paid):

Thanksgiving Day	New Years Day
<u>Friday following Thanksgiving</u>	<u>Good Friday</u>
Christmas Eve	Independence Day (4 <sup>th</sup> of July)
Christmas Day	Memorial Day
<u>New Years Eve</u>	Labor Day

- (e) Any employee scheduled to work holidays will receive double time pay or





compensatory time (excluding Transit, in paragraph (d)).

#### **ARTICLE 34. VACATIONS.**

(Delete paragraph "(b) Accrual" in its entirety, re-order remaining paragraphs)

#### **ARTICLE 35. SERIOUS ILLNESS IN IMMEDIATE FAMILY.**

An employee will be allowed five (5) working days per calendar year with pay, not to be deducted from sick leave, for serious illness of the employee's spouse, significant other, child, or parents. Normally serious illness shall not include things like colds, flu, chicken pox, measles, etc. Leave shall be documented by doctor or hospital staff.

#### **ARTICLE 37. HOSPITALIZATION AND MEDICAL COVERAGE.**

- (g) If an employee elects not to participate in the hospitalization plan the employee will be paid one-half (1/2) the premium amount per month of the plan the employee would have otherwise qualified for. The employee shall have the option to re-enroll in accordance with the plan carrier. Employees hired after October 1, 2005 who elect not to participate in the hospitalization plan will be paid 42.5% of the monthly premium amount as provided above (42.5% is based on one-half the 85% employer contribution).
- ~~(h) The Employer agrees to secure quotes on optical insurance plans and if the Union finds an acceptable plan, the Employer agrees to provide the plan and the Union employees agree to pay the premium.~~

#### **ARTICLE 38. LIFE INSURANCE.**

- (a) The Employer agrees to pay the full premium of term life insurance plan for each permanent full-time employee, face value of \$15,000.00 while employed.

#### **ARTICLE 44. CLASSIFICATION AND RATES.**

Add \$.30 to each classification rate each year beginning October 1, 2008, October 1, 2009, October 1, 2010 and October 1, 2011 (See Attached Schedule).

(Add/Amend the following Classification step increases for new hires following B.1 and B.2)

New hires (B.1) will receive \$1.40 per hour less than regular rate for the first six (6) months; after six (6) months \$1.05 per hour less; after one (1) year \$.70 per hour less; after two (2) years \$.35 per hour less; after three (3) years full rate.



New hires (B.2) will receive \$1.40 per hour less than regular rate for the first six (6) months; after six (6) months \$1.28 per hour less; after one (1) year \$.84 per hour less; after two (2) years \$.56 per hour less; after three (3) years \$.28 per hour less; after four (4) years full rate.

**ARTICLE 47. TERMINATION AND MODIFICATION.**

This Agreement shall be effective on October 1, 2008, and shall continue in full force and effect until September 30, 2012.

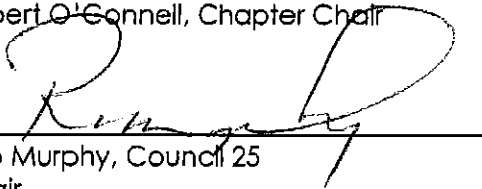
It is further, Agreed, and Understood that all letters of Understanding that are addendum to the existing Collective Bargaining Agreement shall continue for the term of the new Agreement, to include but not limited to, wages and participation in the employer health insurance plan.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

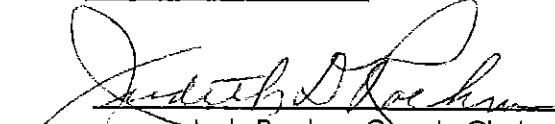
Signed this 22 day of October, 2008

FOR THE UNION:

  
\_\_\_\_\_  
Robert O'Connell, Chapter Chair

  
\_\_\_\_\_  
Bob Murphy, Council 25  
Chair

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Judy Roehm, County Clerk

  
\_\_\_\_\_  
County Board of Commissioners



B.1 Classification Courthouse (35 hours per week) - Effective (per hour):

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Appraiser	\$15.75	\$16.05	\$16.35	\$16.65
Senior Appraiser	\$16.97	\$17.27	\$17.57	\$17.87
Secretary	\$14.02	\$14.32	\$14.62	\$14.92
Deputy Clerk/ Reg. of Deeds	\$14.52	\$14.82	\$15.12	\$15.42
Deputy Treasurer	\$14.52	\$14.82	\$15.12	\$15.42
Bookkeeper	\$15.06	\$15.36	\$15.66	\$15.96
Support Specialist	\$15.06	\$15.36	\$15.66	\$15.96
Chief Deputy Clerk	\$15.63	\$15.93	\$16.23	\$16.53
Chief Deputy Treasurer	\$15.63	\$15.93	\$16.23	\$16.53
Legal Secretary	\$14.80	\$15.10	\$15.40	\$15.70
Chief Deputy FOC	\$15.63	\$15.93	\$16.23	\$16.53
FOC Clerical/Investigator	\$14.52	\$14.82	\$15.12	\$15.42

B.2 Classification Courthouse (40 hours per week) - Effective (per hour):

Custodian	\$13.68	\$13.98	\$14.28	\$14.58
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B.3 Classification Transit (40 hours per week) - Effective (per hour):

Assistant Director	\$14.04	\$14.34	\$14.64	\$14.94
Part-time Driver	\$13.04	\$13.34	\$13.64	\$13.94
Part-time Dispatcher	\$13.04	\$13.34	\$13.64	\$13.94

B.4 Classifications Transit (37.5 hours per week) - Effective (per hour):

Dispatcher	\$13.04	\$13.34	\$13.64	\$13.94
Driver	\$13.04	\$13.34	\$13.64	\$13.94
Head Driver	\$13.24	\$13.54	\$13.84	\$14.14
Mechanic	\$13.80	\$14.10	\$14.40	\$14.70

2-11-19  
Jay The

# Ontonagon County Public Transit

200 Industry Park Road, Ontonagon, Michigan 49953  
Administration 906.884.2004 Dispatch 906.884.2006  
[ontran@jamadots.com](mailto:ontran@jamadots.com)

TO: Ontonagon County Board of Commissioners  
FROM: Vicki White, Director *V White*  
DATE: 12.14.2010  
RE: On-Tran's Drug and Alcohol Policy / Resolution 2010-21

The Department of Transportation issued Final Rule making changes to 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. Most of the revisions pertained to the Department of Health and Human Services testing procedures and protocols and do not mandate a change in our policy. However, a few changes in our policy are now required.

Attached is a copy of an updated policy based on the guidelines I've received from MDOT.  
Summary of Changes:

Page 2 Adulterated Specimen has been redefined.  
Page 7 a. Legal Drugs - I've highlighted this section so that it stands out to employees  
Page 8 "at" was added to item 7  
Page 11. Item 9 has been changed from our option to a Federal requirement.  
Page 13 K 1 Breath Alcohol testing is not required for pre-employment testing  
4 "and/or alcohol" stricken to reflect K1 change  
Page 14 Dilute negative testing is not required for applicants  
Page 16 "of" replaced with "after"  
Page 17 The percentage for the tests fluctuates, so this paragraph is stricken  
On-Tran is only in one random pool.  
Page 18 Federal requirement for direct observation collections for 2 test types  
Page 23 Policy adoption language stricken as it's covered on the attached resolution  
Page 24 Contact information has changed and is available through the Director, stricken  
Page 28 Stricken - cutoff levels have changed and do not need to be included in policy  
New Resolution will be attached

Action requested: Approve Resolution 2010-21 amending the Ontonagon County Public Transit Drug and Alcohol Policy.

**ONTONAGON COUNTY RESOLUTION NO: 2010-21  
AMENDING THE ONTONAGON COUNTY PUBLIC TRANSIT  
DRUG AND ALCOHOL POLICY ADOPTED SEPTEMBER 16, 2008**

**WHEREAS**, The Federal Transit Administration (FTA) requires all fund recipients to implement a drug and alcohol policy in accordance with FTA regulations, and

**WHEREAS**, The FTA regulations require that a fund recipient's local governing board adopt the recipient's drug and alcohol policy, and

**WHEREAS**, The Ontonagon County Board of Commissioners wishes to amend  
The Ontonagon County Public Transit Drug and Alcohol Policy,

**NOW THEREFORE BE IT RESOLVED**, the Board hereby approves and adopts the new Ontonagon County Public Transit Drug and Alcohol Policy, December 2010, as set forth and attached.

Motion offered at a regular meeting of the Ontonagon County Board of Commissioners, Tuesday, December 21, 2010, by Commissioner \_\_\_\_\_, supported by \_\_\_\_\_

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

---

JUDITH D. ROEHM, CLERK  
ONTONAGON COUNTY



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**ONTONAGON COUNTY PUBLIC TRANSIT  
DRUG AND ALCOHOL TESTING POLICY**

Adopted as of ~~[MONTH DD, YEAR~~December 21, 2010

**A. PURPOSE**

- 1) The Ontonagon County Public Transit provides public transportation services for the residents of Ontonagon County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Ontonagon County Public Transit declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.
- 2) Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.
- 3) Any provisions set forth in this policy that are included under the sole authority of Ontonagon County Public Transit and are not provided under the authority of the above named Federal regulations are underlined.

**B. APPLICABILITY**

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties. A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or person controlling the movement of

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45 revenue service vehicles and any other transit employee who is required to hold  
46 a Commercial Drivers License. Maintenance functions include the repair,  
47 overhaul, and rebuild of engines, vehicles and/or equipment used in revenue  
48 service. A list of safety-sensitive positions who perform one or more of the above  
49 mentioned duties is provided in Attachment A. Supervisors are only safety  
50 sensitive if they perform one of the above functions.

51  
52  
53 **C. DEFINITIONS**

54  
55 *Accident:* An occurrence associated with the operation of a vehicle even when  
56 not in revenue service, if as a result:

- 57 a. An individual dies;  
58 b. An individual suffers a bodily injury and immediately receives  
59 medical treatment away from the scene of the accident; or,  
60 c. One or more vehicles incur disabling damage as the result of the  
61 occurrence and is transported away from the scene by a tow truck  
62 or other vehicle. For purposes of this definition, *disabling damage*  
63 means damage which precludes departure of any vehicle from the  
64 scene of the occurrence in its usual manner in daylight after simple  
65 repairs. Disabling damage includes damage to vehicles that could  
66 have been operated but would have been further damaged if so  
67 operated, but does not include damage which can be remedied  
68 temporarily at the scene of the occurrence without special tools or  
69 parts, tire disablement without other damage even if no spare tire is  
70 available, or damage to headlights, taillights, turn signals, horn,  
71 mirrors or windshield wipers that makes them inoperative.

72  
73 *Adulterated specimen:* A specimen that has been altered, as evidenced by test  
74 results showing either a substance that is not a normal constituent for that type of  
75 specimen or showing an abnormal concentration of an endogenous substance.  
76 ~~contains a substance that is not expected to be present in human urine, or~~  
77 ~~contains a substance expected to be present but is at a concentration so high~~  
78 ~~that it is not consistent with human urine.~~

79  
80 *Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low  
81 molecular weight alcohols contained in any beverage, mixture, mouthwash,  
82 candy, food, preparation or medication.

83  
84 *Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of  
85 breath as measured by an evidential breath testing device.

86  
87 *Canceled Test:* A drug test that has been declared invalid by a Medical Review  
88 Officer. A canceled test is neither positive nor negative.

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89

90 *Covered Employee:* An employee who performs a safety-sensitive function  
91 including an applicant or transferee who is being considered for hire into a safety-  
92 sensitive function (See Attachment A for a list of covered employees).

93

94 *Designated Employer Representative (DER):* An employee authorized by the  
95 employer to take immediate action to remove employees from safety-sensitive  
96 duties and to make required decisions in testing. The DER also receives test  
97 results and other communications for the employer, consistent with the  
98 requirements of 49 CFR Parts 40 and 655.

99

100 *Department of Transportation (DOT):* Department of the federal government  
101 which includes the, Federal Transit Administration, Federal Railroad  
102 Administration, Federal Highway Administration, Federal Motor Carriers' Safety  
103 Administration, Research and Special Programs, and the Office of the Secretary  
104 of Transportation.

105

106 *Dilute specimen:* A specimen with creatinine and specific gravity values that are  
107 lower than expected for human urine.

108

109 *Disabling damage:* Damage which precludes departure of any vehicle from the  
110 scene of the occurrence in its usual manner in daylight after simple repairs.  
111 Disabling damage includes damage to vehicles that could have been operated  
112 but would have been further damaged if so operated, but does not include  
113 damage which can be remedied temporarily at the scene of the occurrence  
114 without special tools or parts, tire disablement without other damage even if no  
115 spare tire is available, or damage to headlights, taillights, turn signals, horn,  
116 mirrors or windshield wipers that makes them inoperative.

117

118 *Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for  
119 the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations.  
120 Approved devices are listed on the National Highway Traffic Safety  
121 Administration (NHTSA) conforming products list.

122

123 *Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of  
124 osteopathy) responsible for receiving laboratory results generated by the drug  
125 testing program who has knowledge of substance abuse disorders, and has  
126 appropriate medical training to interpret and evaluate an individual's confirmed  
127 positive test result, together with his/her medical history, and any other relevant  
128 bio-medical information.

129

130 *Negative Dilute:* A drug test result which is negative for the five drug/drug  
131 metabolites but has a specific gravity value lower than expected for human urine.

132

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133 *Negative test result:* The verified presence of the identified drug or its metabolite  
134 below the minimum levels specified in 49 CFR Part 40, as amended. An alcohol  
135 concentration of less than 0.02 BAC is a negative test result.

136

137 *Non-negative test result:* A test result found to be adulterated, substitute, invalid,  
138 or positive for drug/drug metabolites.

139

140 *Performing (a safety-sensitive function):* A covered employee is considered to be  
141 performing a safety-sensitive function and includes any period in which he or she  
142 is actually performing, ready to perform, or immediately available to perform such  
143 functions.

144

145 *Positive test result:* A verified presence of the identified drug or its metabolite at  
146 or above the minimum levels specified in 49 CFR Part 40, as amended. A  
147 positive alcohol test result means a confirmed alcohol concentration of 0.04 BAC  
148 or greater.

149

150 *Prohibited drug:* Identified as marijuana, cocaine, opiates, amphetamines, or  
151 phencyclidine at levels above the minimum thresholds specified in 49 CFR Part  
152 40, as amended.

153

154 *Revenue Service Vehicles:* All transit vehicles that are used for passenger  
155 transportation service or that require a CDL to operate. Include all ancillary  
156 vehicles used in support of the transit system.

157

158 *Safety-sensitive functions:* Employee duties identified as:

159 (1) The operation of a transit revenue service vehicle even when the  
160 vehicle is not in revenue service.

161 (2) The operation of a non-revenue service vehicle by an employee when  
162 the operation of such a vehicle requires the driver to hold a  
163 Commercial Drivers License (CDL).

164 (3) Maintaining a revenue service vehicle or equipment used in revenue  
165 service.

166 (4) Controlling the movement of a revenue service vehicle and

167 (5) Carrying a firearm for security purposes.

168

169 *Substance Abuse Professional (SAP):* A licensed physician (medical doctor or  
170 doctor of osteopathy) or licensed or certified psychologist, social worker,  
171 employee assistance professional, or addiction counselor (certified by the  
172 National Association of Alcoholism and Drug Abuse Counselors Certification  
173 Commission or by the International Certification Reciprocity Consortium/Alcohol  
174 and other Drug Abuse) with knowledge of and clinical experience in the diagnosis  
175 and treatment of drug and alcohol related disorders.

176

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177 *Substituted specimen:* A specimen with creatinine and specific gravity values  
178 that are so diminished that they are not consistent with normal human urine.

179  
180 *Test Refusal:* The following are considered a refusal to test if the employee:

- 181 (1) Fails to appear for any test (excluding pre-employment) within a  
182 reasonable time, as determined by the employer, after being  
183 directed to do so by the employer
- 184 (2) Fails to remain at the testing site until the testing process is  
185 complete
- 186 (3) Fails to provide a urine or breath specimen for any drug or alcohol  
187 test required by Part 40 or DOT agency regulations
- 188 (4) In the case of a directly observed or monitored collection in a drug  
189 test, fails to permit the observation or monitoring of your provision  
190 of a specimen
- 191 (5) Fails to provide a sufficient amount of urine or breath when  
192 directed, and it has been determined, through a required medical  
193 evaluation, that there was no adequate medical explanation for the  
194 failure
- 195 (6) Fails or declines to take a second test the employer or collector has  
196 directed you to take
- 197 (7) Fails to undergo a medical examination or evaluation, as directed  
198 by the MRO as part of the verification process, or as directed by the  
199 DER as part of the "shy bladder" or "shy lung" procedures
- 200 (8) Fails to cooperate with any part of the testing process (e.g., refuse  
201 to empty pockets when so directed by the collector, behave in a  
202 confrontational way that disrupts the collection process)
- 203 (9) If the MRO reports that there is verified adulterated or substituted  
204 test result
- 205 (10) Failure or refusal to sign Step 2 of the alcohol testing form

206  
207 *Verified negative test:* A drug test result reviewed by a medical review officer and  
208 determined to have no evidence of prohibited drug use above the minimum cutoff  
209 levels established by the Department of Health and Human Services (HHS).

210  
211 *Verified positive test:* A drug test result reviewed by a medical review officer and  
212 determined to have evidence of prohibited drug use above the minimum cutoff  
213 levels specified in 49 CFR Part 40 as revised.

214  
215 *Validity testing:* The evaluation of the specimen to determine if it is consistent  
216 with normal human urine. The purpose of validity testing is to determine whether  
217 certain adulterants or foreign substances were added to the urine, if the urine  
218 was diluted, or if the specimen was substituted.

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221 **D. EDUCATION AND TRAINING**

- 222
- 223 1) Every covered employee will receive a copy of this policy and will have
- 224 ready access to the corresponding federal regulations including 49 CFR
- 225 Parts 655 and 40, as amended. In addition, all covered employees will
- 226 undergo a minimum of 60 minutes of training on the signs and symptoms
- 227 of drug use including the effects and consequences of drug use on
- 228 personal health, safety, and the work environment. The training also
- 229 includes manifestations and behavioral cues that may indicate prohibited
- 230 drug use.
- 231
- 232 2) All supervisory personnel or company officials who are in a position to
- 233 determine employee fitness for duty will receive 60 minutes of reasonable
- 234 suspicion training on the physical, behavioral, and performance indicators
- 235 of probable drug use and 60 minutes of additional reasonable suspicion
- 236 training on the physical, behavioral, speech, and performance indicators of
- 237 probable alcohol misuse.
- 238
- 239 3) Information on the signs, symptoms, health effects, and consequences of
- 240 alcohol misuse is presented in Attachment B of this policy.
- 241

242

243 **E. PROHIBITED SUBSTANCES**

- 244
- 245 1) Prohibited substances addressed by this policy include the following.
- 246
- 247 a. Illegally Used Controlled Substance or Drugs Under the Drug-Free
- 248 Workplace Act of 1988 any drug or any substance identified in
- 249 Schedule I through V of Section 202 of the Controlled Substance
- 250 Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11
- 251 through 1300.15 is prohibited at all times in the workplace unless a
- 252 legal prescription has been written for the substance. This
- 253 includes, but is not limited to: marijuana, amphetamines, opiates,
- 254 phencyclidine (PCP), and cocaine, as well as any drug not
- 255 approved for medical use by the U.S. Drug Enforcement
- 256 Administration or the U.S. Food and Drug Administration. Illegal
- 257 use includes use of any illegal drug, misuse of legally prescribed
- 258 drugs, and use of illegally obtained prescription drugs. Also, the
- 259 medical use of marijuana, or the use of hemp related products, as
- 260 which cause drug or drug metabolites to be present in the body
- 261 above the minimum thresholds is a violation of this policy
- 262
- 263 Federal Transit Administration drug testing regulations (49 CFR
- 264 Part 655) require that all covered employees be tested for

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265 marijuana, cocaine, amphetamines, opiates, and phencyclidine as  
266 described in Section H of this policy. Illegal use of these five  
267 drugs is prohibited at all times and thus, covered employees may  
268 be tested for these drugs anytime that they are on duty.

269  
270 a. **Legal Drugs: The appropriate use of legally prescribed drugs**  
271 **and non-prescription medications is not prohibited. However,**  
272 **the use of any substance which carries a warning label that**  
273 **indicates that mental functioning, motor skills, or judgment**  
274 **may be adversely affected must be reported to an Ontonagon**  
275 **County Public Transit supervisor and the employee is required**  
276 **to provide a written release from his/her doctor or pharmacist**  
277 **indicating that the employee can perform his/her safety-**  
278 **sensitive functions.**

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279  
280 b. Alcohol: The use of beverages containing alcohol (including any  
281 mouthwash, medication, food, candy) or any other substances  
282 such that alcohol is present in the body while performing safety-  
283 sensitive job functions is prohibited. An alcohol test can be  
284 performed on a covered employee under 49 CFR Part 655 just  
285 before, during, or just after the performance of safety-sensitive job  
286 functions. Under Ontonagon County Public Transit authority, an  
287 alcohol test can be performed any time a covered employee is on  
288 duty.

289  
290  
291 **F. PROHIBITED CONDUCT**

- 292  
293 1) All covered employees are prohibited from reporting for duty or remaining  
294 on duty any time there is a quantifiable presence of a prohibited drug in  
295 the body above the minimum thresholds defined in 49 CFR PART 40, as  
296 amended.  
297  
298 2) Each covered employee is prohibited from consuming alcohol while  
299 performing safety-sensitive job functions or while on-call to perform safety-  
300 sensitive job functions. If an on-call employee has consumed alcohol,  
301 they must acknowledge the use of alcohol at the time that they are called  
302 to report for duty. The covered employee will subsequently be relieved of  
303 his/her on-call responsibilities and subject to discipline.  
304  
305 3) The Transit Department shall not permit any covered employee to perform  
306 or continue to perform safety-sensitive functions if it has actual knowledge  
307 that the employee is using alcohol.  
308





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- 309 4) Each covered employee is prohibited from reporting to work or remaining  
310 on duty requiring the performance of safety-sensitive functions while  
311 having an alcohol concentration of 0.02 or greater regardless of when the  
312 alcohol was consumed.  
313  
314 5) No covered employee shall consume alcohol for eight (8) hours following  
315 involvement in an accident or until he/she submits to the post-accident  
316 drug/alcohol test, whichever occurs first.  
317  
318 6) No covered employee shall consume alcohol within four (4) hours prior to  
319 the performance of safety-sensitive job functions.  
320  
321 7) Under its own authority the Ontonagon County Public Transit also  
322 prohibits the consumption of alcohol at all times employee is on duty.  
323  
324  
325 8) Consistent with the Drug-free Workplace Act of 1988, all Ontonagon  
326 County Public Transit employees are prohibited from engaging in the  
327 unlawful manufacture, distribution, dispensing, possession, or use of  
328 prohibited substances in the work place including Transit Department  
329 premises and transit vehicles.  
330

331  
332 **G. DRUG STATUTE CONVICTION**

333  
334 Consistent with the Drug Free Workplace Act of 1998, all employees are  
335 required to notify the Ontonagon County Public Transit Director of any  
336 criminal drug statute conviction for a violation occurring in the workplace  
337 within five days after such conviction. Failure to comply with this provision  
338 shall result in disciplinary action as defined in Section Q.10 of this policy.  
339

340  
341 **H. TESTING REQUIREMENTS**

- 342  
343 1) Analytical urine drug testing and breath testing for alcohol will be  
344 conducted as required by 49CFR part 40 as amended. All covered  
345 employees shall be subject to testing prior to performing safety-sensitive  
346 duty, for reasonable suspicion, following an accident, and random as  
347 defined in Section K, L, M, and N of this policy, and return to duty/follow-  
348 up.  
349  
350 2) All covered employees who have tested positive for drugs or alcohol will  
351 be tested prior to returning to duty after completion of the Substance  
352 Abuse Professional's recommended treatment program and subsequent

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353 release to duty. Follow-up testing will also be conducted following return-  
354 to-duty for a period of one to five years, with at least six tests performed  
355 during the first year. The duration and frequency of the follow-up testing  
356 above the minimum requirements will be at the discretion of the  
357 Substance Abuse Professional.  
358

359 3) A drug test can be performed any time a covered employee is on duty. An  
360 alcohol test can be performed just before, during, or after the performance  
361 of a safety-sensitive job function. Under Ontonagon County Public  
362 Transit authority, an alcohol test can be performed any time a covered  
363 employee is on duty.  
364

365 4) All covered employees will be subject to urine drug testing and breath  
366 alcohol testing as a condition of ongoing employment with Ontonagon  
367 County Public Transit. Any safety-sensitive employee who refuses to  
368 comply with a request for testing shall be removed from duty and subject  
369 to discipline as defined in Section Q.3 of this policy. Any covered  
370 employee who is suspected of providing false information in connection  
371 with a drug test, or who is suspected of falsifying test results through  
372 tampering, contamination, adulteration, or substitution will be required to  
373 undergo an observed collection. Verification of the above listed actions  
374 will be considered a test refusal and will result in the employee's removal  
375 from duty and disciplined as defined in Section Q.3 of this policy. Refer to  
376 Section Q for behavior that constitutes a refusal to test.  
377

#### 378 379 **I. DRUG TESTING PROCEDURES** 380

381 1) Testing shall be conducted in a manner to assure a high degree of  
382 accuracy and reliability and using techniques, equipment, and laboratory  
383 facilities which have been approved by the U.S. Department of Health and  
384 Human Service (HHS). All testing will be conducted consistent with the  
385 procedures set forth in 49 CFR Part 40, as amended. The procedures will  
386 be performed in a private, confidential manner and every effort will be  
387 made to protect the employee, the integrity of the drug testing procedure,  
388 and the validity of the test result.  
389

390 2) The drugs that will be tested for include marijuana, cocaine, opiates,  
391 amphetamines, and phencyclidine. After the identity of the donor is  
392 checked using picture identification, a urine specimen will be collected  
393 using the split specimen collection method described in 49 CFR Part 40,  
394 as amended. Each specimen will be accompanied by a DOT Chain of  
395 Custody and Control Form and identified using a unique identification  
396 number that attributes the specimen to the correct individual. The

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397 specimen analysis will be conducted at a HHS certified laboratory. An  
398 initial drug screen and validity test will be conducted on the primary urine  
399 specimen. For those specimens that are not negative, a confirmatory Gas  
400 Chromatography/Mass Spectrometry (GC/MS) test will be performed. The  
401 test will be considered positive if the amounts of the drug(s) and/or its  
402 metabolites identified by the GC/MS test are above the minimum  
403 thresholds established in 49 CFR Part 40, as amended.  
404

405 3) The test results from the HHS certified laboratory will be reported to a  
406 Medical Review Officer. A Medical Review Officer (MRO) is a licensed  
407 physician with detailed knowledge of substance abuse disorders and drug  
408 testing. The MRO will review the test results to ensure the scientific  
409 validity of the test and to determine whether there is a legitimate medical  
410 explanation for a confirmed positive, substitute, or adulterated test result.  
411 The MRO will attempt to contact the employee to notify the employee of  
412 the non-negative laboratory result, and provide the employee with an  
413 opportunity to explain the confirmed laboratory test result. The MRO will  
414 subsequently review the employee's medical history/medical records as  
415 appropriate to determine whether there is a legitimate medical explanation  
416 for a non-negative laboratory result. If no legitimate medical explanation is  
417 found, the test will be verified positive or refusal to test and reported to the  
418 Ontonagon County Public Transit Drug and Alcohol Program Manager  
419 (DAPM). If a legitimate explanation is found, the MRO will report the test  
420 result as negative to the DAPM and no further action will be taken.  
421

422 4) If the test is invalid without a medical explanation, a retest will be  
423 conducted under direct observation.  
424

425 5) Any covered employee who questions the results of a required drug test  
426 under paragraphs L through P of this policy may request that the split  
427 sample be tested. The split sample test must be conducted at a second  
428 HHS-certified laboratory with no affiliation with the laboratory that  
429 analyzed the primary specimen. The test must be conducted on the split  
430 sample that was provided by the employee at the same time as the  
431 primary sample. The method of collecting, storing, and testing the split  
432 sample will be consistent with the procedures set forth in 49 CFR Part 40,  
433 as amended. The employee's request for a split sample test must be  
434 made to the Medical Review Officer within 72 hours of notice of the  
435 original sample verified test result. Requests after 72 hours will only be  
436 accepted at the discretion of the MRO if the delay was due to  
437 documentable facts that were beyond the control of the employee.  
438 Ontonagon County Public Transit will ensure that the cost for the split  
439 specimen are covered in order for a timely analysis of the sample,

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440 however the Ontonagon County Public Transit will seek reimbursement  
441 for the split sample test from the employee.

442  
443 6) If the analysis of the split specimen fails to confirm the presence of the  
444 drug(s) detected in the primary specimen, if the split specimen is not able  
445 to be analyzed, or if the results of the split specimen are not scientifically  
446 adequate, the MRO will declare the original test to be canceled. If the split  
447 specimen is not able to be analyzed the MRO will direct the Ontonagon  
448 County Public Transit to retest the employee under direct observation.

449  
450 7) The split specimen will be stored at the initial laboratory until the analysis  
451 of the primary specimen is completed. If the primary specimen is  
452 negative, the split will be discarded. If the primary is positive, the split will  
453 be retained for testing if so requested by the employee through the  
454 Medical Review Officer. If the primary specimen is positive, it will be  
455 retained in frozen storage for one year and the split specimen will also be  
456 retained for one year.

457  
458 8) Observed collections

459  
460 a. Consistent with 49 CFR part 40, as amended, collection under  
461 direct observation (by a person of the same gender) with no  
462 advance notice will occur if:

463  
464 i. The laboratory reports to the MRO that a specimen is invalid,  
465 and the MRO reports to the Ontonagon County Public  
466 Transit that there was not an adequate medical explanation  
467 for the result; or

468  
469 ii. The MRO reports to the Ontonagon County Public Transit  
470 that the original positive, adulterated, or substituted test  
471 result had to be cancelled because the test of the split  
472 specimen could not be performed.

473  
474 iii. The collector observes materials brought to the collection  
475 site or the employee's conduct clearly indicates an attempt to  
476 tamper with a specimen or

477  
478 iv. The temperature on the original specimen was out of range.

479  
480 ~~9) In addition, the Ontonagon County Public Transit may direct a collection~~  
481 ~~under direct observation of an employee if the drug test is a return-to-duty~~  
482 ~~test or a follow-up test. Employees undergoing Return to Duty or Follow~~

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Up tests must have their collections observed in compliance with a Final Rule published in the Federal Register/ Vol. 74, No. 145.

## J. ALCOHOL TESTING PROCEDURES

- 1) Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.
- 2) An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q.4-5 of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q.9 of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.
- 3) The Transit Department affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

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- 526 4) The alcohol testing form (ATF) required by 49 CFR Part 40 as amended,  
527 shall be used for all FTA required testing. Failure of an employee to sign  
528 step 2 of the ATF will be considered a refusal to submit to testing.  
529

530  
531 **K. PRE-EMPLOYMENT TESTING**

- 532  
533 1) All applicants for covered transit positions shall undergo urine drug testing  
534 ~~and/or alcohol testing~~ prior to performance of a safety-sensitive  
535 function.  
536  
537 2) All offers of employment for covered positions shall be extended  
538 conditional upon the applicant passing a drug test. An applicant shall not  
539 be placed into a safety sensitive position unless the applicant takes a drug  
540 test with verified negative results.  
541  
542 3) Non-covered employees shall not be placed, transferred or promoted into  
543 a covered position until the employee takes a drug test with verified  
544 negative results.  
545  
546 4) If an applicant fails a pre-employment drug or alcohol test, the conditional  
547 offer of employment shall be rescinded. Failure of a pre-employment drug  
548 and/or alcohol test will disqualify an applicant for employment for a period  
549 of at least one year. The applicant must provide the employer proof of  
550 having successfully completed a SAP referral, evaluation and treatment  
551 plan as described in section 655.62 of subpart G. The cost for the  
552 assessment and any subsequent treatment will be the sole responsibility  
553 of the applicant.  
554  
555 5) When an employee being placed, transferred, or promoted from a non-  
556 covered position to a covered position submits a drug test with a verified  
557 positive result, the employee shall be subject to disciplinary action in  
558 accordance with Section Q.4-5 and 9 herein.  
559  
560 6) If a pre-employment/pre-transfer test is canceled, the Ontonagon County  
561 Public Transit will require the applicant to take and pass another pre-  
562 employment drug test.  
563  
564 7) In instances where a covered employee is on extended leave for a period  
565 of 90 days or more regardless of reason, and is not in the random testing  
566 pool the employee will be required to take a drug test under 49 CFR Part  
567 655 and have negative test results prior to the conduct of safety-sensitive  
568 job functions.  
569

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8) ~~An applicant with a dilute negative test result will be required to retest.~~

8)8) Applicants are required to report previous DOT covered employer drug and alcohol test results. Failure to do so will result in the employment offer being rescinded. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer the applicant must provide the Ontonagon County Public Transit proof of having successfully completed a SAP referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### L. REASONABLE SUSPICION TESTING

- 1) All Ontonagon County Public Transit covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Ontonagon County Public Transit authority, a reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the covered employee is on duty.
- 2) The Ontonagon County Public Transit shall be responsible for transporting the employee to the testing site. The employee shall be placed on administrative leave pending disciplinary action described in Section Q.4-5 and 9 of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q.3 of this policy.
- 3) A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor

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613 making the observation and shall be attached to the forms reporting the  
614 test results.

615

616 4) When there are no specific, contemporaneous, articulable objective facts  
617 that indicate current drug or alcohol use, but the employee (who is not  
618 already a participant in a treatment program) admits the abuse of alcohol  
619 or other substances to a supervisor in his/her chain of command, the  
620 employee shall be referred to the SAP for an assessment and placed on  
621 administrative leave in accordance with the provisions set forth under  
622 Section Q.9 of this policy. Testing in this circumstance would be  
623 performed under the direct authority of the Ontonagon County Public  
624 Transit. Since the employee self-referred to management, testing under  
625 this circumstance would not be considered a violation of this policy or a  
626 positive test result under Federal authority. However, self-referral does  
627 not exempt the covered employee from testing under Federal authority as  
628 specified in Sections L through N of this policy or the associated  
629 consequences as specified in Section Q.9.

630

631

632 **M. POST-ACCIDENT TESTING**

633

634 1) All covered employees will be required to undergo urine and breath testing  
635 if they are involved in an accident with a transit revenue service vehicle  
636 regardless of whether or not the vehicle is in revenue service that results  
637 in a fatality. This includes all surviving covered employees that are  
638 operating the vehicle at the time of the accident and any other whose  
639 performance cannot be completely discounted as a contributing factor to  
640 the accident.

641

642 2) In addition, a post-accident test will be conducted if an accident results in  
643 injuries requiring immediate transportation to a medical treatment facility;  
644 or one or more vehicles incurs disabling damage, unless the operators  
645 performance can be completely discounted as a contributing factor to the  
646 accident.

647

648 a. As soon as practicable following an accident, as defined in this  
649 policy, the transit supervisor investigating the accident will notify the  
650 transit employee operating the transit vehicle and all other covered  
651 employees whose performance could have contributed to the  
652 accident of the need for the test. The supervisor will make the  
653 determination using the best information available at the time of the  
654 decision.

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- b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours ~~ef~~after the accident for alcohol, and within 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
  - c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
  - d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
  - e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
  - f. In the rare event that a covered employee is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the transit may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

692 **N. RANDOM TESTING**

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698
- 1) All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

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- 699 2) The dates for administering unannounced testing of randomly selected  
700 employees shall be spread reasonably throughout the calendar year, day  
701 of the week and hours of the day.  
702
- 703 ~~3)~~ The number of employees randomly selected for drug/alcohol testing  
704 during the calendar year shall be not less than the percentage rates  
705 established by Federal regulations for those safety-sensitive employees  
706 subject to random testing by Federal regulations. ~~The current random~~  
707 ~~testing rate for drugs established by FTA equals fifty percent of the~~  
708 ~~number of covered employees in the pool and the random testing rate for~~  
709 ~~alcohol established by FTA equals ten percent of the number of covered~~  
710 ~~employees in the pool.~~
- 711 3) \_\_\_\_\_
- 712 4) Each covered employee shall be in a pool from which the random  
713 selection is made. Each covered employee in the pool shall have an  
714 equal chance of selection each time the selections are made. Employees  
715 will remain in the pool and subject to selection, whether or not the  
716 employee has been previously tested. There is no discretion on the part  
717 of management in the selection.  
718
- 719 ~~5) Covered transit employees that fall under the Federal Transit~~  
720 ~~Administration regulations will be included in one random pool maintained~~  
721 ~~separately from the testing pool of employees that are included solely~~  
722 ~~under the Ontonagon County Public Transit authority.~~
- 723
- 724 ~~6) 5) \_\_\_\_\_~~ Random tests can be conducted at any time during an employee's  
725 shift for drug testing. Alcohol random tests can be performed just before,  
726 during, or just after the performance of a safety sensitive duty. However,  
727 under the Ontonagon County Public Transit's authority, a random alcohol  
728 test may be performed any time the covered employee is on duty. Testing  
729 can occur during the beginning, middle, or end of an employee's shift.  
730
- 731 ~~7) 6) \_\_\_\_\_~~ Employees are required to proceed immediately to the collection  
732 site upon notification of their random selection.  
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#### O. RETURN-TO-DUTY TESTING

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737 All covered employees who previously tested positive on a drug or alcohol  
738 test or refused a test, must test negative for drugs, alcohol (below 0.02 for  
739 alcohol), or both and be evaluated and released by the Substance Abuse  
740 Professional before returning to work. For an initial positive drug test a  
741 Return-to-Duty drug test is required and an alcohol test is allowed. For an  
742 initial positive alcohol test a Return-to-Duty alcohol test is required and a drug

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743 test is allowed. Following the initial assessment, the SAP will recommend a  
744 course of rehabilitation unique to the individual. The SAP will recommend  
745 the return-to-duty test only when the employee has successfully completed  
746 the treatment requirement and is known to be drug and alcohol-free and there  
747 are no undo concerns for public safety. Return to Duty testing will be  
748 conducted under direct observation of a collector of the same gender.

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750  
751 **P. FOLLOW-UP TESTING**

752 Covered employees will be required to undergo frequent, unannounced drug  
753 and/or alcohol testing following their return-to-duty. The follow-up testing will  
754 be performed for a period of one to five years with a minimum of six tests to  
755 be performed the first year. The frequency and duration of the follow-up tests  
756 (beyond the minimums) will be determined by the SAP reflecting the SAP's  
757 assessment of the employee's unique situation and recovery progress.  
758 Follow-up testing should be frequent enough to deter and/or detect a relapse.  
759 Follow-up testing is separate and in addition to the random, post-accident,  
760 reasonable suspicion and return-to-duty testing. Follow-up testing will be  
761 conducted under direct observation of a collector of the same gender.

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765 **Q. RESULT OF DRUG/ALCOHOL TEST**

- 766 1) Any covered employee that has a verified positive drug or alcohol test will  
767 be removed from his/her safety-sensitive position, informed of educational  
768 and rehabilitation programs available, and referred to a Substance Abuse  
769 Professional (SAP) for assessment. No employee will be allowed to return  
770 to duty requiring the performance of safety-sensitive job functions without  
771 the approval of the SAP and the employer.  
772  
773 2) A drug test with the result of negative dilute will be retested.  
774  
775 3) A positive drug and/or alcohol test will also result in disciplinary action as  
776 specified herein.  
777  
778 a. As soon as practicable after receiving notice of a verified  
779 positive drug test result, a confirmed alcohol test result, or a test  
780 refusal, the Ontonagon County Public Transit's Drug and  
781 Alcohol Program Manager will contact the employee's  
782 supervisor to have the employee cease performing any safety-  
783 sensitive function.  
784  
785 b. The employee shall be referred to a Substance Abuse  
786 Professional for an assessment. The SAP will evaluate each

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- 787 employee to determine what assistance, if any, the employee  
788 needs in resolving problems associated with prohibited drug use  
789 or alcohol misuse.
- 790 c. Refusal to submit to a drug/alcohol test shall be considered a  
791 positive test result and a direct act of insubordination and shall  
792 result in termination. A test refusal includes the following  
793 circumstances:
- 794 (1) A covered employee who consumes alcohol within eight  
795 (8) hours following involvement in an accident without  
796 first having submitted to post-accident drug/alcohol tests.
- 797 (2) A covered employee who leaves the scene of an  
798 accident without a legitimate explanation prior to  
799 submission to drug/alcohol tests.
- 800 (3) A covered employee who provides false information in  
801 connection with a drug test.
- 802 (4) A covered employee who provides an insufficient volume  
803 of urine specimen or breath sample without a valid  
804 medical explanation. The medical evaluation shall take  
805 place within 5 days of the initial test attempt
- 806 (5) A verbal or written declaration, obstructive behavior, or  
807 physical absence resulting in the inability to conduct the  
808 test within the specified time frame.
- 809 (6) A covered employee whose urine sample has been  
810 verified by the MRO as substitute or adulterated.
- 811 (7) A covered employee fails to appear for any test within a  
812 reasonable time, as determined by the employer, after  
813 being directed to do so by the employer
- 814 (8) A covered employee fails to remain at the testing site  
815 until the testing process is complete;
- 816 (9) A covered employee fails to provide a urine specimen for  
817 any drug test required by Part 40 or DOT agency  
818 regulations;
- 819 (10) A covered employee fails to permit the observation or  
820 monitoring of a specimen collection
- 821 (11) A covered employee fails or declines to take a second  
822 test the employer or collector has directed you to take;
- 823 (12) A covered employee fails to undergo a medical  
824 examination or evaluation, as directed by the MRO as  
825 part of the verification process, or as directed by the DER  
826 as part of the "shy bladder" or "shy lung" procedures
- 827 (13) A covered employee fails to cooperate with any part of  
828 the testing process (e.g., refuse to empty pockets when  
829 so directed by the collector, behave in a confrontational  
830 way that disrupts the collection process).

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(14) Failure to sign Step 2 of the Alcohol Testing form

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- 4) For the first instance of a verified positive test from a sample submitted as the result of a random, drug/alcohol test ( $\geq 0.04$  BAC), disciplinary action against the employee shall include:
- a. Mandatory referral to Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
  - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Ontonagon County Public Transit employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.
  - d. A periodic unannounced follow-up drug/alcohol test which results in a verified positive shall result in termination from Ontonagon County Public Transit employment.
- 5) The second instance of a verified positive drug or alcohol ( $\geq 0.04$  BAC) test result including a sample submitted under the random, reasonable suspicion, return-to-duty, or follow-up drug/alcohol test provisions herein shall result in termination from Ontonagon County Public Transit employment.
- 6) A verified positive post-accident, or reasonable suspicion drug and/or alcohol ( $\geq 0.04$ ) test shall result in termination.
- 7) An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  two or more times within a 6 month period, the employee will be removed from duty and referred to the SAP for assessment and treatment consistent with Section Q.9 of this policy.

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- 875 8) The cost of any treatment or rehabilitation services will be paid directly by  
876 the employee or their insurance provider. The employee will be permitted  
877 to take accrued sick leave or administrative leave to participate in the SAP  
878 prescribed treatment program. If the employee has insufficient accrued  
879 leave, the employee shall be placed on leave without pay until the SAP  
880 has determined that the employee has successfully completed the  
881 required treatment program and releases him/her to return-to-duty. Any  
882 leave taken, either paid or unpaid, shall be considered leave taken under  
883 the Family and Medical Leave Act.  
884
- 885 9) In the instance of a self-referral or a management referral, disciplinary  
886 action against the employee shall include:  
887
- 888 a. Mandatory referral to a Substance Abuse Professional for  
889 assessment, formulation of a treatment plan, and execution of a  
890 return to work agreement;
  - 891 b. Failure to execute, or remain compliant with the return-to-work  
892 agreement shall result in termination from Ontonagon County  
893 Public Transit employment.
    - 894 i. Compliance with the return-to-work agreement means that  
895 the employee has submitted to a drug/alcohol test  
896 immediately prior to returning to work; the result of that test  
897 is negative; in the judgment of the SAP the employee is  
898 cooperating with his/her SAP recommended treatment  
899 program; and, the employee has agreed to periodic  
900 unannounced follow-up testing as defined in Section P of  
901 this policy.
  - 902 c. Refusal to submit to a periodic unannounced follow-up drug/alcohol  
903 test shall be considered a direct act of insubordination and shall  
904 result in termination.
  - 905 d. A self-referral or management referral to the SAP that was not  
906 precipitated by a positive test result does not constitute a violation  
907 of the Federal regulations and will not be considered as a positive  
908 test result in relation to the progressive discipline defined in Section  
909 Q.4-5 of this policy.
  - 910 e. Periodic unannounced follow-up drug/alcohol test conducted as a  
911 result of a self-referral or management referral which results in a  
912 verified positive shall be considered a positive test result in relation  
913 to the progressive discipline defined in Section Q.4-5 of this policy.
  - 914 f. A Voluntary Referral does not shield an employee from disciplinary  
915 action or guarantee employment with Ontonagon County Public  
916 Transit.
  - 917 g. A Voluntary Referral does not shield an employee from the  
918 requirement to comply with drug and alcohol testing.

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10) Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

**R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

**S. PROPER APPLICATION OF THE POLICY**

The Ontonagon County Public Transit is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

**T. INFORMATION DISCLOSURE**

- 1) Drug/alcohol testing records shall be maintained by the Ontonagon County Public Transit Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
- 2) The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP referrals and follow-up testing plans.
- 3) Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor and Personnel Manager on a need to know basis.
- 4) Records will be released to a subsequent employer only upon receipt of a written request from the employee.

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- 5) Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the preceding. The information will only be released with binding stipulation from the decision maker will make it available only to parties in the preceding. Records will be released to the National Transportation Safety Board during an accident investigation.
- 6) Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
- 7) Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- 8) Records will be released if requested by a Federal, state or local safety agency with regulatory authority over the Ontonagon County Public Transit or the employee.
- 9) If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended necessary legal steps to contest the issuance of the order will be taken
- 10) In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

~~This Policy was adopted by the Ontonagon County Board of Commissioners on [MONTH DD, YEAR].~~

~~[APPLICABLE SIGNATURES]~~



1008 **U. SYSTEM CONTACTS**

1009

1010 Any questions regarding this policy or any other aspect of the substance abuse  
1011 policy should be directed to the following individual(s).

1012

1013 **Ontonagon County Public Transit Drug and Alcohol Program Manager**

1014 Title: Director

1015 Address: 200 Industry Park Road, Ontonagon, MI 49953

1016 Telephone Number: 906.884.2006

1017

1018 **Medical Review Officer**

1019 Name: ~~Dr. Philip Greene, H.D. Belk, MD~~

1020 Title: ~~Certified Medical Review Officer~~

1021 Address: ~~6407 Idlewild Rd., Ste 211, Charlotte NC 28212~~

1022 Telephone Number: ~~800-272-3350~~

1023

1024 **Substance Abuse Professional**

1025 Name: ~~Cindy Carlson~~

1026 Title: ~~US DOT SAP~~

1027 Address: ~~200 W. Ludington St., #3, Iron Mountain, MI 49801~~

1028 Telephone Number: ~~906-774-0470~~

1029

1030 **HHS Certified Laboratory Primary Specimen**

1031 Name: ~~Laboratory Corporation of America~~

1032 Address: ~~1904 Alexander Dr., PO Box 12652, Research Triangle Pk. NC 27700~~

1033 Telephone Number: ~~800-984-9028~~

1034

1035 **HHS Certified Laboratory Split Specimen**

1036 Name: ~~Laboratory Corporation of America~~

1037 Address: ~~1904 Alexander Dr., PO Box 12652, Research Triangle Pk. NC 27700~~

1038 Telephone Number: ~~800-984-9028~~

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**Attachment A**

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Safety -Sensitive as defined by FTA 49 CFR 655 means any of the following duties:

- \* Operating a revenue service vehicle, including when not in revenue service
- \* Operating a non-revenue service vehicle, when required to be operated by the holder of a Commercial Driver's License.
- \* Controlling dispatch or movement of a revenue service vehicle.
- \*Maintaining a revenue service vehicle or equipment used in revenue service.
- \*Carrying a fire arm for security purposes.

Ontonagon County Public Transit Safety Sensitive Employees:

Dispatcher:

In the case of dispatch, simply taking calls and making reservations does not fit the definition of controlling movement of a revenue service vehicle. However, the Ontonagon County Public Transit's Dispatchers not only take calls and make reservations, they also direct the movement of the vehicle by specifying routes to take, directing the buses to specifically take one road as opposed to another. The job classification then, for the Ontonagon County Public Transit Dispatchers, is Safety-Sensitive.

Driver:

All Ontonagon County Public Transit drivers are classified as safety-sensitive.

Mechanic:

Whether maintaining revenue service vehicles, road testing them, or moving them on property, the Ontonagon County Public Transit's Mechanic is classified as safety-sensitive.

Director:

While for the most part the Ontonagon County Public Transit Director does not perform safety-sensitive tasks, at any time that the Director assumes the role of any of the safety sensitive positions, at that point the Director becomes safety-sensitive and is subject to all of the testing requirements of a safety-sensitive employee. As the assumption of safety-sensitive duties can occur at any time, the Director shall be subject to the same regulations as other safety-sensitive employees. Drug testing can be performed any time the Director is safety-sensitive. Alcohol testing can be performed just before, during or just after the performance of safety-sensitive tasks.

1085 **Attachment B**  
1086 **Alcohol Fact Sheet**

1087  
1088 **Alcohol is a socially acceptable drug that has been consumed throughout**  
1089 **the world for centuries. It is considered a recreational beverage when**  
1090 **consumed in moderation for enjoyment and relaxation during social**  
1091 **gatherings. However, when consumed primarily for its physical and mood-**  
1092 **altering effects, it is a substance of abuse. As a depressant, it slows down**  
1093 **physical responses and progressively impairs mental functions.**

1094  
1095 **Signs and Symptoms of Use**

- 1096 . Dulled mental processes
- 1097 . Lack of coordination
- 1098 . Odor of alcohol on breath
- 1099 . Possible constricted pupils
- 1100 . Sleepy or stuporous condition
- 1101 . Slowed reaction rate
- 1102 . Slurred speech
- 1103 .
- 1104 .

1105 (Note: Except for the odor, these are general signs and symptoms of any  
1106 depressant substance.)

1107  
1108  **Health Effects**

1109  
1110 The chronic consumption of alcohol (average of three servings per day of beer  
1111 [12 ounces], whiskey [1 ounce], or wine [6 ounce glass]) over time may result in  
1112 the following health hazards:

- 1113 .
- 1114 . **Decreased sexual functioning**
- 1115 . **Dependency (up to 10 percent of all people who drink alcohol become**  
1116 **physically and/or mentally dependent on alcohol and can be termed**  
1117 **"alcoholic")**
- 1118 . **Fatal liver diseases**
- 1119 . **Increased cancers of the mouth, tongue, pharynx, esophagus, rectum,**  
1120 **breast, and malignant melanoma**
- 1121 . **Kidney disease**
- 1122 . **Pancreatitis**
- 1123 . **Spontaneous abortion and neonatal mortality**
- 1124 . **Ulcers**
- 1125 . **Birth defects (up to 54 percent of all birth defects are alcohol related).**
- 1126 .

1127  **Social Issues**

1129 . Two-thirds of all homicides are committed by people who drink prior to  
1130 the crime.  
1131 . Two to three percent of the driving population is legally drunk at any  
1132 one time. This rate is doubled at night and on weekends.  
1133 . Two-thirds of all Americans will be involved in an alcohol-related  
1134 vehicle accident during their lifetimes.  
1135 . The rate of separation and divorce in families with alcohol dependency  
1136 problems is 7 times the average.  
1137 . Forty percent of family court cases are alcohol problem related.  
1138 . Alcoholics are 15 times more likely to commit suicide than are other  
1139 segments of the population.  
1140 . More than 60 percent of burns, 40 percent of falls, 69 percent of  
1141 boating accidents, and 76 percent of private aircraft accidents are  
1142 alcohol related.  
1143

1144 ☐ The Annual Toll

1145  
1146 . 24,000 people will die on the highway due to the legally impaired  
1147 driver.  
1148 . 12,000 more will die on the highway due to the alcohol-affected driver.  
1149 . 15,800 will die in non-highway accidents.  
1150 . 30,000 will die due to alcohol-caused liver disease.  
1151 . 10,000 will die due to alcohol-induced brain disease or suicide.  
1152 . Up to another 125,000 will die due to alcohol-related conditions or  
1153 accidents.  
1154

1155 ☐ Workplace Issues

1156  
1157 . It takes one hour for the average person (150 pounds) to process one  
1158 serving of an alcoholic beverage from the body.  
1159 . Impairment in coordination and judgement can be objectively  
1160 measured with as little as two drinks in the body.  
1161 . A person who is legally intoxicated is 6 times more likely to have an  
1162 accident than a sober person.  
1163  
1164  
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1166

**Attachment C**  
Minimum Thresholds

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	INITIAL TEST CUTOFF LEVELS (ng/ml)
Marijuana metabolites(1)	50
Cocaine metabolites(2)	300
Opiate metabolites(4)	2,000
Phencyclidine	25
Amphetamines	1,000

	CONFIRMATORY TEST CUT/OFF LEVELS (ng/ml)
Marijuana metabolites(1)	15
Cocaine metabolites(2)	150
Opiates: (4)	
Morphine	2,000
Codeine	2,000
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine(3)	500

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid; (2) Benzoylcegonine; (3) Specimen must also include amphetamine at a concentration greater than or equal to 200 ng/mL; (4) Laboratories must report quantitative values for morphine or codeine at 15,000ng/mL or above.

**ONTONAGON COUNTY RESOLUTION NO: 2010-21**  
**AMENDING THE ONTONAGON COUNTY PUBLIC TRANSIT**  
**DRUG AND ALCOHOL POLICY ADOPTED SEPTEMBER 16, 2008**

WHEREAS, The Federal Transit Administration (FTA) requires all fund recipients to implement a drug and alcohol policy in accordance with FTA regulations, and

WHEREAS, The FTA regulations require that a fund recipient's local governing board adopt the recipient's drug and alcohol policy, and

WHEREAS, The Ontonagon County Board of Commissioners wishes to amend The Ontonagon County Public Transit Drug and Alcohol Policy,

**Letter of Understanding  
Between  
Ontonagon County  
And  
Ontonagon County Courthouse and Transit Authority Employees  
Local 1923 Affiliated with Michigan Council AFSCME, AFL-CIO**

**RE: Rose Lee Slocum Transfer.**

It is mutually Understood and Agreed that for the purpose of accommodating Rose Lee Slocum's transfer to a position under the Employer which is not included in the bargaining unit the parties agree as follows:

That all provisions of Article 19 Transfers shall apply except that after ninety (90) days, but less than one (1) year and one (1) day, she may return to her former position in the bargaining unit. In the event she returns to her former position, her seniority will date from her date of hire to the day of her transfer out of the bargaining unit.

It is Agreed, that the Employer may for the same time period outlined above, hire a temporary employee until such time as Ms. Slocum (a) returns to her former position, (b) accepts a permanent position with the County outside the bargaining unit, or (c) is no longer employed by the County. Once either (b) or (c) occurs, the Employer will post Ms. Slocum's position and any resulting vacancy as provided in Article 20 of the Agreement.

It is agreed that the County will, in the event Ms. Slocum is successful in attaining a level III Assessor Certification and accepts a position with the County outside the bargaining unit, and in the event a member of the bargaining unit has acquired a level I Assessor Certification and is the most senior applicant meeting the requirements of the vacant ~~assessor~~ <sup>appraiser</sup> position, said successful applicant will be reimbursed for reasonable expenses associated with acquiring said certification including study material, application fees and other expenses as provided by County Policy. gr  
R

It is further Agreed, that this is one-time event and a non-precedent setting arrangement.

Date of Transfer: December 15, 2009

Signed this 23<sup>rd</sup> day of January, 2009

FOR THE UNION:

Rose Lee Slocum  
Patricia Obunnele  
Kim Council  
1-23-09  
1/23/09

FOR THE COUNTY:

Janice Rock 1/20/09  
John Belkato 1/20/09  
Diana Kellman 1/21/09

12-16-08

#9

The Position as Acting Equalization Director  
Submitting by Rose Lee Slocum

1. Same wages as Mark Pierpont is currently receiving.
2. County would pay for the 10 Home Courses, the 10 exams and any expenses, to obtain a Level III Certification with the State of Michigan, required to hold the position of Equalization Director for the County of Ontonagon. Choice of time to take these exams would be by me, as to when I feel most confident that I will be successful in passing each and everyone.
3. All my years of service with the County will carry with me into a Management Position for all benefits, etc, that pertain to length of service with the County, to include but not limited too vacation, pension, pay scale, longevity and anything else that is measured by said length of service.

All of the above are contingent on the following:

2. Management and Union agree, by Letter of Amendment to current contract, to allow the present 90 days to return to my union position, to be extended to the same time allowable by State of Michigan to hold the position of Acting Director.
4. If during this period of time or at the end of the time, I come to the conclusion that I can better serve the taxpayers of Ontonagon County in my current position, I can return to said position
5. I would need Ann Marie to be able and willing to serve in my current position, knowing it is on a Temporary ~~basis~~ pending the outcome.
6. The Equalization Department would need an additional person on a temporary ~~basis~~ during the time that I would be Acting Director.

## Judy Roehm

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**From:** State Assessors Board [State-Assessors-Board@michigan.gov]  
**Sent:** Tuesday, December 01, 2009 9:00 AM  
**To:** Judy Roehm  
**Subject:** RE: Ontonagon County Equalization Director

This is fine.

>>> "Judy Roehm" <ontclerk@ontonagoncounty.org> 11/30/2009 3:17 PM >>>  
Hi Barb: Do you need a formal letter, or was the e-mail ok? Judy

-----Original Message-----

**From:** State Assessors Board [mailto:State-Assessors-Board@michigan.gov]  
**Sent:** Monday, November 30, 2009 3:02 PM  
**To:** Judy Roehm  
**Cc:** Barb Duncanson  
**Subject:** Re: Ontonagon County Equalization Director

Thank you for the notification.

>>> "Judy Roehm" <ontclerk@ontonagoncounty.org> 11/30/2009 11:56 AM >>>  
Good Morning: At their November 17, 2009 meeting, the Ontonagon County Board of Commissioners hired Rose Lee Slocum as their Equalization Director. She received her Level Three Certification on September 19, 2009. I would like to formally notify you by letter but I am unsure who's attention I should address the letter to. Thank you for your assistance. Judy Roehm, Ontonagon County Clerk & Register of Deeds