

COLLECTIVE BARGAINING AGREEMENT

Between

The City of Essexville

And

Governmental Employees Labor Council /Essexville Public Employees Association

Covering Department of Public Works Employees

Effective July 1, 2013 through June 30, 2016

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Ratified by the Union –  
Ratified by the Employer –

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Department of Public Works

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## AGREEMENT

This agreement is made this 15 day of May, 2013 by and between the City of Essexville, a Michigan Municipal Corporation hereinafter referred to as the "Employer" and the Governmental Employees Labor Council, hereinafter referred to as the "Union".

### ARTICLE 1 PURPOSE AND INTENT

#### Section 1.1.

The general purpose of this agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this agreement and to promote orderly and peaceful labor relations. It is understood that the mutual interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide the municipal services desired by the community. To this end the Employer and the Union agree to abide by the terms this agreement.

#### Section 1.2.

For employment matters not addressed in this agreement employees covered by this agreement shall be covered by the Employer's written personnel policies as amended from time to time.

#### Section 1.3

An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act.

### ARTICLE 2 RECOGNITION

#### Section 2.1.

The Employer does hereby recognize the Union as the sole and exclusive representative of all regular full-time employees of the Department of Public works whose classifications are detailed herein, excluding all others, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, fringe benefits and other conditions of employment otherwise subject to negotiations during the term of this agreement.

#### Section 2.2.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way

may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

### **ARTICLE 3 MANAGEMENT RIGHTS**

#### Section 3.1.

The Employer, on behalf of the electors of the City of Essexville, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan.

#### Section 3.2.

The Union acknowledges that, except as specifically limited or abrogated by the express terms of this agreement, all rights to manage, direct and supervise all facets of the operations of the City of Essexville and its employees are vested solely and exclusively in the Employer.

### **ARTICLE 4 MANAGEMENT SECURITY**

#### Section 4.1.

The Union agrees that during the life of this agreement, neither the Union, nor its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike, or any other concerted activity, which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

#### Section 4.2.

Individual employees or groups of employees, who instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity, which interferes with the operations of the Employer, may be disciplined up to and including discharged by the Employer.

#### Section 4.3.

The Union also agrees that, except as specifically provided for in the express terms of the agreement, employees covered by this agreement shall not be permitted to engage in Union activity during working hours.

### **ARTICLE 5**

## UNION SECURITY

### Section 5.1.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

Membership in the Union is separate, apart, and distinct from the assumption by one of his or her equal obligation to the extent that he or she receives equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union.

### Section 5.2.

To the extent permitted by law employees covered by this agreement shall pay to the Union those fees that are determined by the Union to be that employee's proportionate share of the cost of negotiating and administering this collective bargaining agreement. This fee shall be determined in accordance with the standard procedures established by the Union for this purpose.

If during the term of this agreement it shall be determined by a court of competent jurisdiction that the percentage developed by the Union is unlawful or does not fairly represent the proportionate share of the cost of negotiating and administering the agreement, the Union shall accordingly adjust the amount of the fee charged so that such fee shall be lawful and proportionate.

### Section 5.3.

To the extent permitted by law, employees covered by this agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this agreement, shall be required to pay an amount equal to the monthly Union dues to the Union for the service and administration of this contract for the duration of this agreement. For the new employees, the payment shall start thirty-one (31) days following the date of employment.

### Section 5.4.

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of the Employer's compliance with this Article.

### Section 5.5.

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 terms of this agreement.

**ARTICLE 6**  
**UNION DUES, INITIATION FEES OR SERVICE CHARGE**

Section 6.1.

If an employee desires his or her union dues or agency fees to be deducted from his or her pay, the employee shall sign and deliver to the Employer an authorization form provided by the Union which authorizes the deduction of such dues or agency fees.

Such authorization shall continue in full force and effective unless revoked in writing by the employee at least thirty (30) days prior to the effective date of such revocation. Pursuant to such authorization the Employer shall deduct such fees from the employee's pay one time each month as set forth below.

The first pay period of each month, and only to the extent that the employee's pay is sufficient to cover such deduction, the Employer shall deduct the authorized amount from each employee's pay and transmit to the Union such amounts deducted within fifteen (15) days following such deductions from the employee's pay together with a list of each employee's name from whom the deduction was made.

The Union shall provide at least thirty (30) days' notice to the Employer of any changes in the amount of union dues or agency fees to be deducted.

Section 6.2.

The Union shall notify an employee who has not paid his/her agency fees by certified mail with a copy to the Employer. If said employee does not pay the agency fees within thirty (30) days after said notice is received, the Union shall notify the Employer of said omission.

Section 6.3.

The Union, by the execution of this agreement, expressly agrees to defend, indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of this Article, including, but not limited to a claim by an employee that the agency fee, as herein established, is not equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement.

**ARTICLE 7**  
**PROBATIONARY EMPLOYEES**

Section 7.1.

All new employees shall be probationary until they complete fifteen (15) consecutive months of employment with the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify the employee for regular employee status. During the employee's probationary period the employee shall have no seniority status and the employee may be

disciplined, up to and including discharged, in the sole discretion of the Employer without recourse to the grievance procedure.

In the event the employer terminates an employee during his or her probationary period, the Employer shall give written notice of such termination to the Union stating the reasons for such termination. At the conclusion of an employee's probationary period the employee's name shall be added to the seniority list as of his or her last hiring date.

Provided however, the Employer shall not discipline or discharge a probationary employee for the purpose of evading this agreement or discriminating against Union members.

## **ARTICLE 8 SENIORITY**

### Section 8.1.

The Employer shall post or provide a list of the employees arranged in order of their seniority.

Employees who leave the classifications of work covered by this agreement, but remain in the employ of the Employer in some other capacity, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit, provided the employee returns to the bargaining unit within ninety (90) days.

## **ARTICLE 9 LOSS OF SENIORITY AND EMPLOYEE STATUS**

### Section 9.1.

An employee shall lose all seniority if:

1. He/she quits and/or resigns.
2. He/she is discharged and the discharge is not subsequently reversed.
3. If he/she does not return to work when recalled from lay-off as set forth in the recall procedure.
4. He or she is laid off for three (3) years or more, or the length of his or her seniority, whichever is less, without recall.

**ARTICLE 10  
LAYOFF AND RECALL**

Section 10.1.

Strict seniority shall prevail in the layoff and re-hiring of employees. In reducing the work force the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the re-hiring of laid off personnel, the particular work performed by said employee should be considered as an important factor. The Union and the Employer jointly shall decide the extent to which "work performed" shall hold weight in determining the lay-off and rehire of personnel.

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff.

Section 10.2.

In the event of a layoff, an employee so laid off shall be given (10) ten calendar days' notice of recall mailed to his or her last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to.

In the event the employee fails to comply with the above, he or she shall lose all seniority rights under this agreement.

**ARTICLE 11  
DISCHARGE AND DISCIPLINE**

Section 11.1.

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union and the steward. Provided however, no warning notice need be given to the employee before he or she is suspended or discharged for a serious infraction including, but not limited to, dishonesty, drunkenness, recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers while on the job.

Section 11.2.

If an employee is discharged or suspended the Employer shall provide the employee and the Union written notice of such discharge or suspension. If an employee is suspended or discharged and believes that such suspension or discharge is without just cause, the employee may initiate a written grievance at step 2 of the grievance procedure provided the grievance is filed within five (5) working days following such suspension or discharge. Such grievance concerning the discharge or suspension must be heard within ten (10) days from the date the grievance is filed and the Employer shall provide its response to the grievance within fifteen (15) days from the date the grievance is filed. If the Employer does not provide its response to

the grievance within such fifteen (15) days, the grievance may be advanced to arbitration as set forth in Article 12 of the agreement.

The time limits for filing and/or responding to a grievance as set forth in this Section 11.2 may be waived by written agreement signed by the Employer and the Union.

Section 11.3.

The Employer reserves the right to make and enforce reasonable work rules. The Employer agrees to post new work rules for a period of ten (10) days prior to the time the rule will be enforced. The Union reserves its right to grieve any action the Employer may take with respect to violation of a work rule.

Section 11.4.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of his or her Union membership or activities.

**ARTICLE 12  
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 12.1.

It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walkouts, or any other cessation of work or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

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

Step 1 By conference between the aggrieved employee, the shop steward, or both, and the department head.

Step 1-A Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided for by the Local Union.

Step 2 By conference between an official or officials of the Union and the City Manager or representative of the Employer delegated by the City Manager, or both.

Step 3 In the event the last step fails to settle the complaint it shall be referred to an impartial arbitrator upon the request of either party. The Union reserves the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

2. Grievances not settled in step 2 above may be submitted to arbitration provided the party filing for arbitration notifies the other in writing of its intent to arbitrate such grievance within thirty (30) calendar days of the Employer's last answer in step 2.

#### Section 12.2.

Upon receipt of timely notice, the parties shall first attempt to select a mutually acceptable arbitrator. Should the parties be unable to agree on a mutually acceptable arbitrator, an arbitrator shall be selected by submitting a request to the Federal Mediation and Conciliation Service in accordance with its rules. The decision of the arbitrator shall be final and binding on the employee filing the grievance, the Union, and the Employer.

The arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance is subject to arbitration under the terms of this agreement.

The arbitrator shall have no authority to add to or subtract from, alter, change, or modify any of the provisions of this agreement. The arbitrator shall have the authority to order full, partial, or no compensation for the lost time.

Grievances must be taken up promptly and no grievance will be considered or discussed which has not been reduced to writing within ten (10) days after the event giving rise to the grievance or when the employee should have reasonably known of the event giving rise to the grievance.

The time limits as set forth in this Article 12 may be waived by written agreement signed by the Employer and the Union.

The fees of the arbitrator shall be shared equally by the Employer and Union.

#### Section 12.3.

The Employer shall have the right to immediately discharge any employee participating in any illegal strike, slow-down, walk-out or any other illegal cessation of work affecting the Employer, and such employee shall not be entitled to recourse under the grievance procedure or any other provisions of this agreement.

Should either party not abide by the arbitrator's decision as set forth in this Article, then in such instance, either party shall have the right of legal recourse to enforce the arbitrator's decision.

**ARTICLE 13  
STEWARD**

Section 13.1.

The Employer recognizes the right of the Union to designate a job steward and alternate from the bargaining unit's seniority list. The authority of job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances to the Employer or the designated representative in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate Union action.
3. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
  - a. have been reduced to writing; or,
  - b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
4. The steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of a job steward and his or her alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward or his or her alternate has taken strike action, slowdown, or work stoppage in violation of this agreement.
5. The steward shall be permitted reasonable time to investigate, present, and process grievances on Company property without loss of time or pay during his or her regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his or her regular schedule without loss of time or pay. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

**ARTICLE 14  
LEAVES OF ABSENCE WITHOUT PAY**

Section 14.1. Leave of Absence

The Employer may, in its sole discretion, grant an unpaid leave of absence without loss of seniority to an employee requesting such leave. The maximum leave of absence shall be for ninety (90) calendar days and strictly limited to the purpose for the leave approved by the

Employer. All requests and approvals for such leaves of absence must be in writing. The employee shall be responsible to pay the cost to continue health, life and disability insurances and pension benefits during the time the employee is on such unpaid leave.

#### Section 14.2. Union Leave

The Employer agrees to grant up to five (5) working days per calendar year, without discrimination or loss of seniority rights and without pay, to one employee designated by the Union to attend a labor convention, educational conference or another official Union function, provided thirty (30) days written notice is given to the Employer by the Union, specifying length of time off being requested.

#### Section 14.3. Active and Reserve Military Leave

Leaves of absence without pay and without loss of seniority shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations or required tours of active duty. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his or her orders. Nothing contained herein shall prohibit the employee from using accrued paid vacation leave for annual field training obligations.

A full time employee who enters the military service by draft or enlistment shall be granted a leave of absence without pay and without loss of seniority for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service Training Act and other applicable laws then effective.

### **ARTICLE 15 LEAVES OF ABSENCE WITH PAY**

#### Section 15.1. Funeral Leave

In the event of death of an employee's current spouse, child, parents, brother or sister, or children of an employee's current spouse, such employee shall be granted a leave of absence with pay for any three (3) consecutive regularly scheduled days up to and the day of the funeral. In the event of death of an employee's blood grandparents, grandchild, parents-in-law, aunt, uncle, or spouse's brother or sister, such employee shall be granted a leave of absence with pay on the day of the funeral provided the employee was scheduled to work on that day.

1. Each day of funeral leave pay shall be computed at eight (8) hours of straight time pay. Funeral leave pay shall not be used for purposes other than to attend funerals as outlined above, and payment is to be made only for time lost from work on scheduled workdays up to and including the day of the funeral.
2. In the event a funeral for a member of the employee's immediate family or relative is held at a location 150 miles or more from the City of Essexville, two (2) travel days may be authorized; provided however, such travel days are deducted from the employee's personal business days or vacation leave, or may be taken without pay at the option of the employee.

3. In the case of death of a member or a former member of the Department of Public Works, the Steward shall have one (1) day off with pay and the other members of the Union shall have at least a one-half (1/2) day off with pay for the purpose of attending the funeral, but shall remain on stand-by on a call-in basis in cases of emergency work.
4. In the event of a funeral for persons not mentioned above, the employee may be authorized the use of personal business days or vacation leave for the purpose of attending the funeral.

Section 15.2. Personal Business Days

All employees shall receive thirty two (32) hours of paid leave each year for personal business subject to the following:

1. Personal business days are not accumulative from year to year.
2. Personal business days must be scheduled and approved at least Twenty-four (24) hours in advance of the requested time off unless otherwise agreed by the Employer.
3. Personal business days must be taken in increments of four (4) hours.

Section 15.3. Annual Leave.

1. An employee is eligible for his or her first vacation when (12) months have elapsed dating from his or her first day of employment.
2. The first vacation of an employee shall be one (1) week, and must be completed during the remaining part of the calendar year after the employee first becomes eligible for vacation. If an employee's first anniversary occurs on or after December 23rd his or her first vacation shall be equal only to the number of workdays left in the year. In the event an employee is unable to take his or her vacation in the remaining days of the year or cannot be spared during this period, all or part of said vacation may be taken during January of the ensuing year. This is the only occasion upon which vacation can be carried over into the following year.
3. Subsequent vacations may be taken at any time after January 1 of each year regardless of the anniversary date of employment.

Effective January 1, 2012 all regular full-time employees shall be entitled to vacation time with pay under the following schedule:

One (1) years' service	five (5) days
Two (2) years' service	seven (7) days
Three (3) years' service	ten (10) days
Five (5) years' service	twelve (12) days
Ten (10) years' service	fifteen (15) days
Eleven (11) years' service	sixteen (16) days
Twelve (12) years' service	seventeen (17) days
Thirteen (13) years' service	eighteen (18) days

Fourteen (14) years' service	nineteen (19) days
Fifteen (15) years' service	twenty (20) days
Sixteen (16) years' service	twenty-one (21) days
Seventeen (17) years' service	twenty-two (22) days
Eighteen (18) years' service	twenty-three (23) days
Nineteen (19) years' service	twenty-four (24) days
Twenty (20) years' service	twenty-five (25) days

4. Vacation may be taken all at one time or spread over the year as set forth in this Article.
5. If, during the time an employee is on vacation, a holiday for which he or she ordinarily would be paid even though no work occurs, that day shall not be counted as a day of vacation.
6. When an employee is laid off for lack of work or quits with at least one (1) weeks' notice, he or she will be paid for any unused portion of the vacation to which he or she was entitled on January 1st of that year. If an employee is discharged for cause, or quits without giving the required notice, no vacation pay will be allowed.
7. In no case shall employees receive pay in lieu of vacation. Vacation pay will be awarded in the pay day prior to the vacation leave if the vacation is requested at least one (1) week in advance prior to the pay day before the vacation begins. A week of vacation shall be interpreted as a seven (7) day period and shall be equivalent to whatever numbers of hours are customarily worked in a one (1) week period. A day of vacation shall be interpreted as eight (8) hours of work.
8. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year after January 1, each employee shall indicate on the yearly calendar his or her vacation request no later than April 1st. After April 1st all employees who have failed to select their vacation time will take whatever time is available based on submission date. If two or more employees turn in requests on the same date, seniority will prevail. After April 1st all employees who have failed to select their vacation time off will take whatever is available, based on submission date, through October 1st. If two employees turn in requests on the same date, seniority shall prevail. If selections still are not made by October 1st, said vacation assignments will be made by department management.
9. The Employer agrees to grant vacation time upon request for no more than two (2) employees at any one time, but up to two (2) employees shall be awarded their requested vacation time for the same date at their request, if practical in the opinion of the Employer.

Section 15.4. Short-Term Disability Leave.

1. On January 1 of each year, each non-probationary employee shall be credited with eighty (80) hours of paid sick leave that the employee may use for the employee's non-work related illness or injury.

2. In the first pay period in January of each year, each non-probationary employee shall be paid for all the unused sick leave that the employee was credited with on January 1 of the previous calendar year.
3. Sick leave may not be accumulated or carried over from year to year.
4. The Employer shall provide each employee with short-term disability insurance coverage that will provide benefits to the employee for time lost from work due to a non-work related illness or injury.

Such benefit shall be in the amount of two-thirds of the employee's non-overtime normal gross pay to a maximum benefit of \$650 per week for the time lost from work and for a period of up to twenty-six (26) weeks per individual occurrence beginning with the 8th calendar day of the non-work related illness or injury.

5. The Employer agrees to make the employee's contribution to the Municipal Employees Retirement System based on the benefit the employee receives while on "Short-Term Disability" so that the employee does not lose service credit.
6. The Employer may require employees who are off for an extended (more than 3 workdays) absence due to illness or if a reason exists to believe an employee may be abusing sick leave to provide medical documentation that the employee was ill and sought medical attention during that absence.
7. For purposes of continuing health insurance benefits an employee who is off work and drawing short-term disability benefits shall be considered working.

#### Section 15.5. Jury Duty

Employees absent from employment to serve on jury duty shall be reimbursed by the Employer pursuant to the following schedule and procedures:

1. The employee shall give the Employer at least three (3) days' notice of the date of required jury duty commencement and shall keep the Employer advised of anticipated dates of jury duty services as soon as such are known to the employee.
2. The employees shall be reimbursed at their regular rate than applicable to them if time is lost from actual employment on the following reimbursement schedule:
  - a. The first ten (10) days lost shall be reimbursed by the Employer.
  - b. The second ten (10) days lost shall be paid by the Employer if requested by the employee; however, the employee must use his or her available paid leave time for such lost days that are reimbursed by the Employer.
  - c. After the first twenty (20) days, no reimbursement by the Employer will occur.

3. Employees serving on jury duty receiving reimbursement shall pay to the Employer all moneys received from any governmental agency for jury duty service and for days which reimbursement is to occur.
4. Employees released from jury duty during the course of any day during the time of the day shift shall report to work for assignment by the Employer.
5. Employees not following all of the procedures set forth above shall not receive reimbursement for absence from work for jury duty.

**ARTICLE 16  
CLASSIFICATIONS AND WAGE RATES**

Section 16.1.

**Effective July 1, 2013**

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Utility Specialist III	15.01	15.62	16.25	16.86
Utility Specialist II	14.50	15.11	15.73	16.35
Utility Specialist I	13.86	14.50	15.11	15.73
Maintenance Worker	12.17	12.79	13.42	14.03

**Effective July 1, 2014**

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Utility Specialist III	15.46	16.09	16.74	17.36
Utility Specialist II	14.94	15.56	16.20	16.84
Utility Specialist I	14.28	14.94	15.56	16.20
Maintenance Worker	12.54	13.17	13.82	14.45

**Effective July 1, 2015**

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Utility Specialist III	16.07	16.73	17.41	18.05
Utility Specialist II	15.53	16.18	16.85	17.51
Utility Specialist I	14.85	15.54	16.18	16.85
Maintenance Worker	13.04	13.70	14.37	15.03

Section 16.2

When an employee is assigned by the Director of Public Works' to supervise the work of other department employees for a period of four (4) or more consecutive work hours, that employee will be paid an hourly rate that is ten percent (10%) above the three (3) year step for the Utility Specialist III classification during the time the employee is working in such capacity.

### Section 16.3.

The Employer shall not be required by this agreement to employ persons in all job classifications and may leave any or as many job classifications vacant of employees as it desires. Additionally, the Employer shall have the right to assign employees from job classification to job classification as in its own and sole judgment it deems are necessary for the efficient operation of the department if done in accordance with seniority and other rights and provisions as given by this agreement.

### Section 16.4.

If an employee is promoted by the Employer from one job classification to a higher job classification, the employee, beginning with the effective date of the promotion, shall be paid at the rate that affords the employee an increase in pay over the rate of pay the employee was receiving prior to the promotion. Advancement by employees to a higher paying job classification shall be at the sole discretion of the Employer.

## **ARTICLE 17 PAID FOR TIME**

### Section 17.1.

All employees covered by this agreement shall be paid for all time spent in the service of the Employer. Rates or pay provided for by this agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in, until the time he or she is effectively released from duty.

## **ARTICLE 18 WORK HOURS**

### Section 18.1.

The regular workday shall be eight (8) hours exclusive of a non-paid lunch break. The normal workday starting time shall be at or after 7:00 a.m. and the normal quitting time shall be at or before 4:30 p.m.

The normal workday hours for one or more employees may be adjusted as needed by the Employer.

Provided, however, schedule adjustments of more than two hours from an employee's normal starting or quitting time;

1. that are made without at least forty-eight (48) hours' notice to the employee shall be treated as a call-in or an extension of the employee's regular shift,
2. shall not be made solely for the purpose of avoiding the payment of overtime
3. that are for a duration of more than three (3) consecutive work days shall be made on the basis of seniority.

Section 18.2.

Employees may take two fifteen minute "breaks" one in the morning and one in the afternoon. Time allotted for breaks shall include travel time to and from the work site.

Section 18.3.

The regular workweek shall be forty (40) hours Monday through Friday.

Section 18.4.

Employees shall be entitled to one unpaid meal break of thirty (30) minutes in each eight (8) hour workday taken approximately mid-point of the workday.

**ARTICLE 19  
OVERTIME**

Section 19.1.

Any employee called in to work on Saturday, Sunday, or Holidays shall be guaranteed four (4) hours, the pay rate as specified in this agreement.

Section 19.2.

Any employee recalled to work after completing a work shift, shall be guaranteed two (2) hours work or pay, at the rate specified in this agreement.

Section 19.3.

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. Time and one-half (1½) shall be paid for all overtime in excess of forty (40) hours per week.

Section 19.4.

Each employee, on a rotating basis, shall be required to be available to respond to public works' emergencies and other situations that arise outside of the employee's regular work

schedule. Such seven (7) day standby rotation shall begin at the start of the regular workday each Monday.

The employee on standby will be required to respond to emergency calls within thirty (30) minutes of receiving such call. The standby employee shall be responsible to call in additional employees if needed to assist the standby employee in responding to the call-in situation.

Each employee shall be required to take his or her turn on weekly standby on a rotating basis, such rotation following seniority beginning with the lowest seniority employee. Employees may exchange weekly standby rotation provided the employees involved give at least forty-eight (48) hours' notice to the Superintendent of Public Works or his or her designee.

The employee shall receive an additional eight (8) hours of pay at his or her regular non-overtime rate of pay for each week that the employee is on weekly standby. Provided however, if an employee on standby is called in to work outside of his or her regular workday, the employee shall be compensated as set forth in Article 19 of this agreement.

#### Section 19.5.

Other than standby, overtime work shall be first offered to those employees who have worked the least number of overtime work hours since January 1, of each year regardless of job classification and on a rotating basis. For purposes of computing overtime work hours, overtime hours offered to an employee and refused will be counted as overtime hours worked. Overtime work shall be regardless of job classification and on a rotating basis. Overtime work shall be offered on such basis to those who have the necessary ability to perform the task required of the particular overtime work to be performed. If an employee who is classified as a Utility Specialist I is required to be called in for overtime work because of Michigan Law requires his or her presence during specialized repairs, that employee will be called in regardless of location on the overtime list.

#### Section 19.6.

The Employer will post the overtime list on the Union bulletin board.

#### Section 19.7.

Time and one-half (1½) the regular hourly rate shall be paid for all work performed on Saturday. Double (2) the regular rate of pay shall be paid for all work performed on Sunday and Holidays.

Work performed Saturday or Sunday shall not apply against the guarantee but must be paid in addition to the guarantee except as outlined in Section 19.4.

#### Section 19.8.

Any employee recalled to work under this Article shall remain at work and provide services for the Employer for the entire period for which they are guaranteed pay except that they shall be paid for the entire period if the employee's supervisor informs the employee that he or she may leave earlier than required. If the work for which the employee was called in to perform is

completed and the employee voluntarily determines to leave early, the employee shall be paid only for the time period in which he or she was actually present.

## ARTICLE 20 HOLIDAYS

### Section 20.1.

The following paid holidays, at eight (8) hours straight time pay, shall be observed providing they occur during the normal work week, or on days legally celebrated in lieu thereof:

New Year's Day	Good Friday
Memorial Day	Fourth of July
Labor Day	Veteran's Day
Thanksgiving Day	Friday following Thanksgiving Day
Christmas Eve Day	Christmas Day
New Year's Eve Day	Employee Birthday (two weeks before or after, with notice)

### Section 20.2.

In order to qualify for the holiday pay for a holiday not worked, it is provided that employees must work the regular scheduled workday which immediately precedes and follows the holiday except in cases of proven illness or unless the absence is mutually agreed to.

### Section 20.3.

Employees shall not be entitled to holiday pay as provided for elsewhere in this agreement until completing ninety (90) calendar days of employment with the Employer.

### Section 20.4.

Employees are entitled to holiday pay if the holiday falls within the first thirty (30) calendar days of absence due to illness, non-occupational injury or within the first sixty (60) calendar days of absence due to occupational injury or during a period of permissible absence.

### Section 20.5.

When a holiday falls on Sunday, it shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on Friday.

### Section 20.6.

Overtime pay shall be paid for hours worked in excess of thirty-two (32), or twenty-four (24) hours as applicable for said holiday week.

### Section 20.7.

Employees called to work on any of the above listed holidays shall be paid two (2) times the regular hourly rate for actual hours worked in addition to the holiday pay referred to above with a minimum guarantee of four (4) hours of work.

## **ARTICLE 21 LIFE INSURANCE**

### Section 21.1.

The Employer agrees to provide and pay the full premium of term life insurance for each employee with an aggregate benefit in the amount of \$40,000.

### Section 21.2.

The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that life insurance benefit levels remain equivalent to the current coverage.

## **ARTICLE 22 PENSION**

### Section 22.1.

The Employer shall participate in the Municipal Employees Retirement System ("MERS") and adopt benefit Plan B-4 with the F55/25 waiver. Employees hired after September 1, 2011 shall be covered under Benefit Plan B-3 with FAC-3 and the F55/25 waiver. Part-time employees shall not be covered under the pension plan.

## **ARTICLE 23 HOSPITALIZATION, PRESCRIPTION AND DENTAL INSURANCE**

### Section 23.1.

The Employer agrees to maintain group hospitalization insurance coverage as detailed below:

1. "The employer shall offer a "Base Plan" which shall be Blue Cross/Blue Shield Simply Blue PPO HSA – Plan 1250/0% or an equivalent plan with \$5/25/50 open formulary prescription drug coverage and 50/50 dental plan. For the duration of this agreement the employer shall in the first pay period in the months of January 2014, January 2015 and January 2016 fund into the required HAS account \$1250 towards the annual calendar year plan deductible for single coverage and \$2500 toward the two person and family coverage deductibles.
2. The Employer shall also offer, if permitted by the insurance provider, a "Premium Plan" which shall be Blue Cross/Blue Shield Community Blue Plan 2 or an equivalent plan with a \$10/40 prescription drug card and group dental insurance commonly referred to as a "Basic 50/50 co-pay Program".

3. Effective the first pay period of September, 2012 employees shall, through payroll deduction contribute 7.5% of the premium cost of the base plan. Effective the first pay period of September, 2013 employees shall, through payroll deduction contribute 10% of the premium cost of the base plan.
4. If an employee elects the Premium Plan the employee shall, through payroll deduction, pay the difference between the Employers cost for the premium for the Base Plan and the premium for the Premium Plan.
5. The Employer shall, to the extent permitted by law establish a payroll deduction mechanism to allow employees to set aside on a pre-tax basis a portion of the employee's gross pay to be used to pay the employee's share of health insurance premiums.
6. The employer's cost to fund annual increases in health insurance premiums shall be limited to 8%. Proposed premium increases to the employer above 8% may at the option of the bargaining unit be absorbed by the employees through additional payroll deduction or will trigger the employer, after consultation with the employees, finding alternative coverage as close in benefit levels to the existing coverage as possible below the 8% limit.

#### Section 23.2.

The Employer reserves the right to change insurance providers, or self-insure such coverage, provided such insurance providers are authorized to transact business in Michigan and provided that health insurance benefit levels remain substantially equivalent to the current coverage. Provided however, the Employer agrees to provide the Union with forty-five (45) days' notice if it elects to change insurance providers or self-insure such health insurance coverage.

### **ARTICLE 24 WORKER'S COMPENSATION**

#### Section 24.1.

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide worker's compensation protection for all employees even though not required by state law.

When an employee's absence from work is due to an illness or injury arising out of and in the course of his or her employment with the Employer and which is compensable under the Michigan Worker's Compensation Act, after the first day of absence necessitated, he or she shall be entitled to utilize his or her unused paid sick leave credits to make up the difference between the amount of daily benefit to which he or she is entitled under such act and the amount of daily salary he or she would have received in his or her own job classification had he or she worked, but not to exceed the total equivalent of what he or she would have received in daily pay for regular hours worked.

## **ARTICLE 25 UNIFORMS**

### Section 25.1.

Each employee shall be required to wear a uniform of a design at the discretion of the Employer. Once each calendar year the Employer shall provide each employee uniforms consisting of four shirts and four pairs of pants.

Employees shall be responsible for maintaining uniforms in a neat and clean condition. The Employer shall allow employees to purchase additional uniforms at the employee's expense at the cost that the Employer is required to pay for the uniforms.

### Section 25.2.

All employees covered by the terms of this agreement are required to wear safety shoes while at work.

### Section 25.3.

Upon providing documentation acceptable to the Employer, each employee will be reimbursed the costs incurred by the employee to purchase certified and approved safety shoes and/or coveralls all of which are to be worn in course of his or her employment with the City of Essexville. The total of such reimbursement paid to any employee shall not exceed four hundred dollars (\$400.00) over the life of the agreement.

## **ARTICLE 26 SEPARATION OF EMPLOYMENT**

### Section 26.1.

If an employee is terminated the Employer shall pay all money due to the employee on the date of the employee's termination. If an employee voluntarily terminates his or her employment the Employer shall pay all money due to the employee on the pay-day following such voluntary termination.

**ARTICLE 27  
EXAMINATIONS AND IDENTIFICATION FEES**

Section 27.1.

If the Employer, with cause, requires that an employee submit to a physical or psychological examination to determine such employee's fitness to perform the duties of his or her job the employee shall promptly comply with the Employer's directive. The Employer shall select the physician and/or psychologist to perform such examination and the Employer shall pay the costs for all such examinations.

If the employee disagrees with the results of such examinations, the employee may seek another opinion and submit to another examination with a physician or psychologist of his or her choosing. The employee shall be responsible to pay the cost of such examinations.

Section 27.2.

Should the Employer find it necessary to require employees to carry full personal identification, all employees shall comply with such requirements. The Employer shall provide such personal identification at its expense.

Section 27.3.

All employees covered by this agreement shall be subject to the "City of Essexville Substance Abuse Policy", covering all United States Department of Transportation regulated employees, and all amendments thereto.

**ARTICLE 28  
GENERAL INSURANCE**

Section 28.1.

The Employer shall maintain, as a part of its general insurance coverage, liability insurance covering the acts of its employees. Such coverage shall be subject to limitations set forth by the insurance carrier and shall be maintained as long as such insurance is available and it is economically feasible for the Employer to provide such coverage. Provided however, the Employer shall notify the Union prior to termination or loss of such coverage. The parties agree to negotiate about the effects of the termination or loss of such insurance coverage.

**ARTICLE 29  
TEMPORARY AND SEASONAL EMPLOYEES**

Section 29.1.

With respect to the hiring of temporary seasonal employees, the Employer agrees that the number of temporary seasonal employees will not exceed seven (7) employees.

Section 29.2.

The employment period of temporary seasonal employees shall not exceed one hundred (100) days. An extension beyond one hundred (100) days may be considered a subject for a special conference.

Section 29.3.

Provided further, the Employer shall not make use of such temporary seasonal employees solely for the purpose of depriving bargaining unit employees' work.

**ARTICLE 30  
INSPECTION PRIVILEGES**

Section 30.1.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose administering the agreement and collecting dues provided that allowing such access does not interrupt the Employer's operations.

**ARTICLE 31  
POSTING AND UNION BULLETIN BOARDS**

Section 31.1.

Each employee shall be furnished a copy of the contract.

Section 31.2.

The Employer agrees to provide suitable space for the Union Bulletin Board. Posting by the Union on such boards is to be confined to official business of the Union.

**ARTICLE 32  
PAY PERIOD**

Section 32.1.

All regular employees covered by this agreement shall be paid in full weekly. All other employees shall be paid at the end of their working period. Not more than one (1) pay period shall be held from a regular employee. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

**ARTICLE 33  
EQUIPMENT, REPORTS AND UNSAFE CONDITIONS**

Section 33.1. Unsafe Equipment.

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

Section 33.2. Dangerous Work.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property which violates an applicable law, court order or specific government regulation relating to safety of person or equipment.

Section 33.3. Accident Report.

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

Section 33.4. New Equipment.

Where new types of equipment and/or operations for which rates of pay are not established by this agreement are put into use, within operations covered by this contract, rates, governing such operations and/or equipment shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

Section 33.5. Safety Equipment.

It is acknowledged by the Union on behalf of the employees that the failure of employees to wear or use safety equipment as required by OSHA and the Employer shall be a basis of disciplinary action against employees.

**ARTICLE 34  
LOSS OR DAMAGE**

Section 34.1.

Employees shall not be required to reimburse the City for loss or damage to equipment used by the employee in the course of their employment with the City if such loss or damage, is determined by a panel comprised of the Union Representative, Employee Representative and Public Works Director, not to be the direct responsibility of said employee with respect to neglect or misuse.

**ARTICLE 35  
JOB OPENINGS**

Section 35.1.

In the event of job openings covered by this agreement, the Employer shall post said openings for one (1) week. Employees shall be permitted to bid for such job openings only within the said one (1) week period. Job openings will be filled from bids submitted on the basis of an employee's seniority and ability. Employees transferred through such procedure, will be given a thirty (30) day trial period on the job to which they were transferred.

**ARTICLE 36  
OUT OF CLASSIFICATIONS WORK**

Section 36.1.

Any employee transferred from a lower classification to a higher classification shall receive the rate of pay established for the higher classification. If more than four (4) hours are worked on the higher classification, the employee shall be paid for all hours worked that day at the higher classification rate.

Section 36.2.

Any employee transferred temporarily from a higher classification to a lower classification shall retain his or her higher rate of pay during the temporary period.

Section 36.3.

Any employee transferred permanently from a higher to a lower classification shall receive the rate of pay established for the lower classification.

**ARTICLE 37  
MAINTENANCE OF STANDARDS**

Section 37.1.

The Employer agrees that all conditions of employment in his or her individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this agreement.

## **ARTICLE 38 SUBCONTRACTING**

### Section 38.1.

The Employer shall not subcontract bargaining unit work for the purpose of circumventing the provisions of this agreement.

### Section 38.2.

It is understood that the City shall determine the staffing levels necessary to efficiently operate the Department of Public Works. It shall be the City's intent to maintain a sufficient work force to perform bargaining unit work as long as it is economically feasible for the City to do so.

### Section 38.3.

It is also understood that the City has the right to contract or subcontract bargaining unit work if the Employer lacks the equipment or personnel, or if it determines that it is not economically efficient to perform such work with its own forces, or such work is funded by outside sources.

It is further understood that such projects funded by outside sources will be discussed with the Union prior to being undertaken and such projects will not affect the normal forty (40) hour work week.

### Section 38.4.

The parties agree that trash collection is excluded from this article and that such outside contracting of trash collection may occur under any conditions; however, if the City elects to provide trash collection services using its own employees, it is agreed that such work will be considered bargaining unit work as long as the City's employees are performing such work.

## **ARTICLE 39 SEPARABILITY AND SAVINGS**

### Section 39.1.

If any article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent Jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 39.2.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

**ARTICLE 40  
TERM OF AGREEMENT**

Section 40.1.

This agreement shall be in full force and effect from July 1, 2013 through June 30, 2016, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 40.2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions in this agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2013, or June 30<sup>th</sup> of any subsequent contract year, advising that such party desires to continue this agreement but also desires to revise or change terms or conditions of such agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree thereon.

In the event of an inadvertent failure by either party to give notice as set forth in this article, such party may give such notice at any time prior to the termination or automatic renewal date of this agreement. If a notice is given in accordance with the provisions of this Article, the expiration date of this agreement shall be the sixty-first (61<sup>st</sup>) day following such notice.

**ARTICLE 41  
ACCEPTANCE AND SIGNATURES**

Section 41.1.

This agreement is hereby accepted by the City of Essexville, Michigan, and the Governmental Employees Labor Council, and shall be binding upon each party respectively.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR THE EMPLOYER

By: Russell R. Tanner  
Russell R. Tanner, Mayor

By: Sarah J. Wilcox  
Sarah J. Wilcox  
City Clerk

FOR THE UNION

By: John Stidham / 5-8-13  
John Stidham, Labor Representative  
Governmental Employees Labor Council

By: Jerome Reinke  
Jerome F. Reinke, President  
Essexville Public Employees Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE

By: Daniel J. Hansford  
Daniel J. Hansford, City Manager

APPROVED AS TO FORM

By: Gerald Pergande  
Gerald Pergande, City Attorney

## POSITION DESCRIPTION

**Classification Title:** Utility Specialist III *Jerry for these I just changed "Superintendent"*

**FLSA Status:** Non-Exempt *To "Director" where applicable.*

**Bargaining Unit:** Essexville Public Employees Association  
(Governmental Employees Labor Council)

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** August 15, 2011

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### GENERAL DESCRIPTION

Employees in this classification are expected to perform a variety of semi-skilled and skilled maintenance work; operate with proficiency a variety of equipment used in the construction, operation, repair, maintenance, and replacement of water, sewer, street, and storm drainage infrastructure and other public lands and facilities.

Employees in this classification possess and maintain any 2 of the following; a level S-2 Water Operators License and or a Class "D" Wastewater Operators License and or an Industrial Storm Water Operators License issued by the State of Michigan.

### SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Director of Public Works.

### SUPERVISION EXERCISED

Employees in this classification may occasionally assume supervisory responsibility for other department employees in the absence of the Director of Public Works when so assigned by the Director of Public Works.

Employees in this classification may also serve as a lead worker over lower level maintenance workers and/or part-time or casual labor.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Employees in this classification are expected to:

1. Perform all skilled and semi-skilled tasks involved in the maintenance and operation of the City's water, sewer, street, and storm drainage infrastructure, and public lands and facilities as assigned by the Director of Public Works.

2. Assist with the planning, scheduling and implementation of maintenance, operation and construction activities assigned by the Director of Public Works.
3. Assist in the training of lower level employees performing the duties of maintenance, operation and construction activities assigned by the Director of Public Works.
4. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Director of Public Works.
5. Respond to complaints regarding public infrastructure and facilities.
6. Have direct contact from time to time with residents, business owners and others regarding maintenance, operation and construction activities assigned by the Director of Public Works.
7. Insure that equipment and tools provided for their use while on the job are maintained by cleaning and checking equipment and tools before and after use.
8. Operate light and heavy trucks of various sizes and weights for all maintenance, operation and construction activities assigned by the Director of Public Works.
9. Operate all medium and heavy construction equipment owned by the employer including, but not limited to street sweeper, backhoe, front end loader, sewer maintenance equipment, generators and air compressors.
10. Perform routine inspection and preventive maintenance on assigned equipment and report defects or needed repairs to the Director of Public Works.
11. Perform all duties in conformance to appropriate safety and security standards.
12. Attend and participate in all job-related training activities as directed.
13. Perform all duties required of lower classifications.

#### **PERIPHERAL DUTIES**

Employees in this classification are expected to assist other departments and/or divisions from time to time as needed.

#### **DESIRED MINIMUM QUALIFICATIONS**

##### Education and Experience:

- a. Graduation from accredited high school or GED equivalent;
- b. Four (4) years of related experience; or
- c. An equivalent combination of education and experience.

### Necessary knowledge, Skills and Abilities:

- a. Considerable knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities;
- b. Skill in operation of tools and equipment used in the Department of Public Works;
- c. Ability to perform heavy manual tasks for extended periods of time;
- d. Ability to work safely;
- e. Ability to communicate effectively verbally and in writing;
- f. Ability to establish and maintain effective working relationships with employees, other departments and the public;
- g. Ability to understand and carry out written and oral instructions.

### **SPECIAL REQUIREMENTS AND/OR CERTIFICATIONS**

Employees in this classification shall possess and maintain a valid State Driver's license with all required Commercial Driver's License ("CDL") certifications and a level S-2 water license issued by the State of Michigan.

### **PHYSICAL DEMANDS**

The physical demands of this classification as described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk, sit, climb, balance, stoop, kneel, crouch, crawl, and smell.

The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to one hundred (100) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level in the work environment is usually loud.

## OVERVIEW OF POSITION DESCRIPTION

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not in any way constitute an employment agreement between the employer and employee and is subject to change by the Employer as the needs of the Employer and requirements of the job change.

## POSITION DESCRIPTION

**Classification Title:** Utility Specialist II

**FLSA Status:** Non-Exempt

**Bargaining Unit:** Essexville Public Employees Association  
(Governmental Employees Labor Council)

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** August 15, 2011

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### GENERAL DESCRIPTION

Employees in this classification are expected to perform a variety of semi-skilled and skilled maintenance work; operate with proficiency a variety of equipment used in the construction, operation, repair, maintenance, and replacement of water, sewer, street, and storm drainage infrastructure and other public lands and facilities.

Employees in this classification possess and maintain a level S-2 Water License and or an Industrial Waste Water Operators License issued by the State of Michigan.

### SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Director of Public Works.

### SUPERVISION EXERCISED

Employees in this classification may occasionally assume supervisory responsibility for other department employees in the absence of the Director of Public Works when so assigned by the Director of Public Works.

Employees in this classification may also serve as a lead worker over lower level maintenance workers and/or part-time or casual labor.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Employees in this classification are expected to:

14. Perform all skilled and semi-skilled tasks involved in the maintenance and operation of the City's water, sewer, street, and storm drainage infrastructure, and public lands and facilities as assigned by the Director of Public Works.

15. Assist with the planning, scheduling and implementation of maintenance, operation and construction activities assigned by the Director of Public Works.
16. Assist in the training of lower level employees performing the duties of maintenance, operation and construction activities assigned by the Director of Public Works.
17. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Director of Public Works.
18. Respond to complaints regarding public infrastructure and facilities.
19. Have direct contact from time to time with residents, business owners and others regarding maintenance, operation and construction activities assigned by the Director of Public Works.
20. Insure that equipment and tools provided for their use while on the job are maintained by cleaning and checking equipment and tools before and after use.
21. Operate light and heavy trucks of various sizes and weights for all maintenance, operation and construction activities assigned by the Director of Public Works.
22. Operate all medium and heavy construction equipment owned by the employer including, but not limited to street sweeper, backhoe, front end loader, sewer maintenance equipment, generators and air compressors.
23. Perform routine inspection and preventive maintenance on assigned equipment and report defects or needed repairs to the Director of Public Works.
24. Perform all duties in conformance to appropriate safety and security standards.
25. Attend and participate in all job-related training activities as directed.
26. Perform all duties required of lower classifications.

#### **PERIPHERAL DUTIES**

Employees in this classification are expected to assist other departments and/or divisions from time to time as needed.

#### **DESIRED MINIMUM QUALIFICATIONS**

##### Education and Experience:

- d. Graduation from accredited high school or GED equivalent;
- e. Four (4) years of related experience; or
- f. An equivalent combination of education and experience.

### Necessary knowledge, Skills and Abilities:

- h. Considerable knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities;
- i. Skill in operation of tools and equipment used in the Department of Public Works;
- j. Ability to perform heavy manual tasks for extended periods of time;
- k. Ability to work safely;
- l. Ability to communicate effectively verbally and in writing;
- m. Ability to establish and maintain effective working relationships with employees, other departments and the public;
- n. Ability to understand and carry out written and oral instructions.

### **SPECIAL REQUIREMENTS AND/OR CERTIFICATIONS**

Employees in this classification shall possess and maintain a valid State Driver's license with all required Commercial Driver's License ("CDL") certifications and a level S-2 water license issued by the State of Michigan.

### **PHYSICAL DEMANDS**

The physical demands of this classification as described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk, sit, climb, balance, stoop, kneel, crouch, crawl, and smell.

The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to one hundred (100) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level in the work environment is usually loud.

## OVERVIEW OF POSITION DESCRIPTION

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not in any way constitute an employment agreement between the employer and employee and is subject to change by the Employer as the needs of the Employer and requirements of the job change.

## POSITION DESCRIPTION

**Classification Title:** Utility Specialist I

**FLSA Status:** Non-Exempt

**Bargaining Unit:** Essexville Public Employees Association  
(Governmental Employees Labor Council)

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** August 15, 2011

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### GENERAL DESCRIPTION

Employees in this classification are expected to perform a variety of semi-skilled and skilled maintenance work; operate with proficiency a variety of equipment used in the construction, operation, repair, maintenance, and replacement of water, sewer, street, and storm drainage infrastructure and other public lands and facilities.

### SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Director of Public Works.

### SUPERVISION EXERCISED

Employees in this classification may occasionally assume supervisory responsibility for other department employees in the absence of the Director of Public Works when so assigned by the Director of Public Works.

Employees in this classification may also serve as a lead worker over lower level maintenance workers and/or part-time or casual labor.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Employees in this classification are expected to:

1. Perform all skilled and semi-skilled tasks involved in the maintenance and operation of the City's water, sewer, street, and storm drainage infrastructure, and public lands and facilities as assigned by the Director of Public Works.
2. Assist with the planning, scheduling and implementation of maintenance, operation and construction activities assigned by the Director of Public Works.

3. Assist in the training of lower level employees performing the duties of maintenance, operation and construction activities assigned by the Director of Public Works.
4. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Director of Public Works.
5. Respond to complaints regarding public infrastructure and facilities.
6. Have direct contact from time to time with residents, business owners and others regarding maintenance, operation and construction activities assigned by the Director of Public Works.
7. Insure that equipment and tools provided for their use while on the job are maintained by cleaning and checking equipment and tools before and after use.
8. Operate light and heavy trucks of various sizes and weights for all maintenance, operation and construction activities assigned by the Director of Public Works.
9. Operate all medium and heavy construction equipment owned by the employer including, but not limited to street sweeper, backhoe, front end loader, sewer maintenance equipment, generators and air compressors.
10. Perform routine inspection and preventive maintenance on assigned equipment and report defects or needed repairs to the Director of Public Works.
11. Perform all duties in conformance to appropriate safety and security standards.
12. Attend and participate in all job-related training activities as directed.
13. Perform all duties required of lower classifications.

#### **PERIPHERAL DUTIES**

Employees in this classification are expected to assist other departments and/or divisions from time to time as needed.

#### **DESIRED MINIMUM QUALIFICATIONS**

##### Education and Experience:

- a. Graduation from accredited high school or GED equivalent;
- b. Four (4) years of related experience; or
- c. An equivalent combination of education and experience.

### Necessary knowledge, Skills and Abilities:

- a. Considerable knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities;
- b. Skill in operation of tools and equipment used in the Department of Public Works;
- c. Ability to perform heavy manual tasks for extended periods of time;
- d. Ability to work safely;
- e. Ability to communicate effectively verbally and in writing;
- f. Ability to establish and maintain effective working relationships with employees, other departments and the public;
- g. Ability to understand and carry out written and oral instructions.

### **SPECIAL REQUIREMENTS AND/OR CERTIFICATIONS**

Employees in this classification shall possess and maintain a valid State Driver's license with all required Commercial Driver's License ("CDL") certifications.

### **PHYSICAL DEMANDS**

The physical demands of this classification as described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk, sit, climb, balance, stoop, kneel, crouch, crawl, and smell.

The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to one hundred (100) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually loud.

## OVERVIEW OF POSITION DESCRIPTION

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not in any way constitute an employment agreement between the employer and employee and is subject to change by the Employer as the needs of the Employer and requirements of the job change.

## POSITION DESCRIPTION

**Classification Title:** Maintenance Worker

**FLSA Status:** Non-Exempt

**Bargaining Unit:** Essexville Public Employees Association  
(Governmental Employees Labor Council)

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** November 17, 2008

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### GENERAL DESCRIPTION

Employees in this classification are expected to perform a variety of labor intensive, unskilled and semi-skilled maintenance work; operate with proficiency a variety of equipment used in the construction, operation, repair, maintenance, and replacement of water, sewer, street, and storm drainage infrastructure and other public lands and facilities.

### SUPERVISION RECEIVED

Employees in this classification receive general supervision from the Director of Public Works.

### SUPERVISION EXERCISED

None

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Employees in this classification are expected to:

1. Perform required labor and semi-skilled tasks involved in the maintenance and operation of the City's water, sewer, street, and storm drainage infrastructure, and public lands and facilities as assigned by the Director of Public Works.
2. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Director of Public Works.
3. Respond to complaints regarding public infrastructure and facilities.
4. Have direct contact from time to time with residents, business owners and others regarding maintenance, operation and construction activities assigned by the Director of Public Works.

5. Insure that equipment and tools provided for their use while on the job are maintained by cleaning and checking equipment and tools before and after use.
6. Operate light and heavy trucks of various sizes and weights for all maintenance, operation and construction activities assigned by the Director of Public Works.
7. Perform all duties in conformance to appropriate safety and security standards.
8. Attend and participate in all job-related training activities as directed.

### **PERIPHERAL DUTIES**

Employees in this classification are expected to assist other departments and/or divisions from time to time as needed.

### **DESIRED MINIMUM QUALIFICATIONS**

#### Education and Experience:

- a. Graduation from accredited high school or GED equivalent;
- b. One (1) year of related experience; or
- c. An equivalent combination of education and experience.

#### Necessary knowledge, Skills and Abilities:

- a. Some knowledge of equipment, facilities, materials, methods and procedures used in maintenance, construction and repair activities;
- b. Skill in operation of tools and equipment used in the Department of Public Works;
- c. Ability to perform heavy manual tasks for extended periods of time;
- d. Ability to work safely;
- e. Ability to communicate effectively verbally and in writing;
- f. Ability to establish and maintain effective working relationships with employees, other departments and the public;
- g. Ability to understand and carry out written and oral instructions.

### **SPECIAL REQUIREMENTS AND/OR CERTIFICATIONS**

Employees in this classification shall possess and maintain a valid State Driver's license with all required Commercial Driver's License ("CDL") certifications.

### **PHYSICAL DEMANDS**

The physical demands of this classification as described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand and talk or hear. The employee is occasionally required to walk, sit, climb, balance, stoop, kneel, crouch, crawl, and smell. The employee must frequently lift and/or move up to fifty (50) pounds and occasionally lift and/or move up to one hundred (100) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described herein are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee frequently works near moving mechanical parts and is frequently exposed to wet and/or humid conditions and vibration. The employee occasionally works in high, precarious places and is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually loud.

## **OVERVIEW OF POSITION DESCRIPTION**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

# CITY OF ESSEXVILLE

## SUBSTANCE ABUSE POLICY

Department of Transportation Regulated Employees

*(Original Adoption November 29, 1995, Latest Revision November 17, 2008)*

### I. PURPOSE

The City of Essexville ("Employer") Substance Abuse Policy (the "Policy") is established to comply with the United States Department of Transportation ("DOT") and the Federal Motor Carrier Safety Administration ("FMCSA") regulations, specifically 49 C.F.R. Parts 40, 382, and 392 as amended from time to time to maintain a safe, healthful and efficient working environment for our employees, to protect citizens and citizens property, equipment and operations, and to protect the motoring public from illegal drugs or drugs taken for non-medical purposes.

The DOT requires an employer conduct drug and alcohol testing of its drivers at the times and under the conditions described in this policy. The regulations apply to every person who operates a commercial motor vehicle ("CMV") in interstate, foreign, or intrastate commerce and to all employers of such persons in all states. It is the intention and the policy of the Employer to comply fully with these regulations, as they are promulgated and amended from time to time. The Employer reserves the right to apply all amended or revised requirements of these regulations immediately without giving prior notice to the affected employees and/or the union unless DOT regulations or law requires such notice.

The use and effects of controlled substances and alcohol pose very serious problems. Not only can the use and/or abuse of drugs or alcohol jeopardize the health, safety, and well-being of the individual user and all of our employees, it can also endanger the safety of the public, jeopardize the safety of our roads and highways, and cause serious accidents and casualties. In view of these problems, the Employer wants to state unequivocally its policy to detect and to deter the use of drugs and alcohol in our transportation and work environment, either through testing, cessation of use, or termination of employment. Our policy is as follows:

### II. APPLICATION

The Policy applies to all employees required to maintain a Commercial Driver's License ("CDL") and who are subject to federal regulations regarding drug and alcohol testing.

For purposes of this Policy:

1. "Driver" means an employee who is required by the Employer to operate a CMV which requires the employee to possess and maintain a CDL.

2. "City premises" includes but is not limited to all property, whether owned or leased or in any way used by the Employer. This policy also includes any other locations or modes of work or transportation to and from those locations while in the course and scope of employment.
3. "Prohibited substances" has the meaning defined by federal regulations, 21 U.S.C. section 802 and includes all substances listed Schedule I (21 C.F.R. Part 1308) or identified in Appendix D of the Federal Motor Carrier Safety Regulations; an amphetamine or any formulation thereof; a narcotic drug or any derivative thereof; and any other substance which renders an employee incapable of safely operating a motor vehicle.
4. "Under the influence" of any prohibited substance (illegal drug) means any detectable level of a prohibited substance in an employee's system above the NIDA cut-off levels.
5. "Under the influence" of alcohol means a blood alcohol level of .04% or greater. A positive alcohol test means a blood alcohol level of .02% or greater.
6. "Reasonable Suspicion" is the observance of aberrant or unusual on-duty behavior of an individual employee which:
  - a. is observed on-duty by the employee's immediate supervisor or higher ranking employee and confirmed by the observation of another supervisory employee, managerial employee or guard trained to recognize the symptoms of drug abuse, impairment or intoxication (which observations shall be documented by the observers); and
  - b. is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
  - c. is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.)

Reports of drug use or aberrant behavior which are not confirmed by supervisory observations shall not constitute reasonable suspicion.

7. "Reportable accident" means an accident involving death, or where the driver of the vehicle was issued a moving traffic violation as a result of the accident.

### III. PROHIBITIONS

The Policy prohibits the:

1. Use, possession or being under the influence of a prohibited substance while on duty and/or on City premises, property or worksite or operating or in physical control of the Employer's vehicles or equipment.

2. Consuming or being under the influence of an intoxicating beverage, regardless of its alcohol content, within four (4) hours of reporting for work and/or operating or having physical control of a commercial vehicle.
3. Possessing, consuming or being under the influence of an intoxicating beverage, regardless of its alcohol content while on duty and/or on City premises, property or worksite or operating or in physical control of the Employer's vehicles or equipment.
4. Refusing to sign consent or release forms authorizing the collection of a specimen, analysis of the specimen for designated prohibited substances, and release of the results to the Employer when required by this policy.

#### IV. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with this Policy.

1. Testing. Employees and candidates for employment are required to submit to drug and/or alcohol testing under any of the following circumstances:
  - a. For persons being considered for employment with the City of Essexville. If a candidate for employment fails the pre-employment drug and/or alcohol test the candidate will not be offered employment with the City of Essexville.
  - b. When the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol or a prohibited substance while on duty.
  - c. If an employee is transferred or promoted to a position which requires possession of a Commercial Driver's License.
  - d. If an employee is selected for random testing.
  - e. Prior to an employee returning to duty following a confirmed positive drug and/or alcohol test or if the employee refuses a test or violates other provisions of the Employer's testing regulations.

If an employee has a confirmed positive drug and/or alcohol test the employee shall submit to random drug and alcohol testing for a period of time specified by the substance abuse counselor and the Medical Review Officer ("MRO") and pursuant to Federal Regulations. The employee is responsible for the cost of such drug and/or alcohol testing;
  - f. For employees involved in a "reportable accident" while on duty.
2. Post-accident testing. As soon as possible but not later than eight (8) hours following a DOT "reportable accident" if the driver receives a citation for a moving traffic violation arising from the accident. If the eight (8) hour time limit is exceeded, the collection of an alcohol specimen is suspended; the drug specimen will be collected as soon as possible not to exceed thirty two (32) hours after the accident. The driver is solely responsible for assuring the Employer that the required specimen is provided as soon as possible.

3. Use of Alcohol Following An Accident. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident test, whichever occurs first.
4. Employee Privacy. Testing will be conducted with concern for the personal privacy of each employee. Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law. Tests shall only be performed for substances subject to Federal Regulations including alcohol, marijuana (THC), cocaine, opiates, amphetamines (including methamphetamines), and phencyclidine (PCP) and the laboratory shall only report on the presence or absence of these substances. Tests for other drugs shall not be performed and, if such tests are performed, the results of such other tests shall not be reported to the employer.
5. Testing Procedure. All tests will be conducted in accordance with applicable regulations published by the Department of Transportation in a manner allowing individual privacy unless there is a reason to believe that a particular individual may/or has altered or substituted the specimen provided. All tests will be collected at designated collection sites under the supervision of trained collectors and as follows:
  - a. If an employee is tested at a location other than City premises, such urine and blood specimens shall be drawn or collected at the laboratory, hospital or medical facility at which the specimen is to be tested or prepared for testing. If requested by the employee, a Union representative shall be allowed to accompany the employee, without a loss of time, to the testing facility. No employee shall have blood drawn unless under direct order of a law enforcement agency. The employee shall not be observed when the urine specimen is given.
  - b. The testing shall be done by a laboratory certified by the State of Michigan as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services.
  - c. The Employer shall notify the Union in writing of any changes in the collection facility, testing facility, or the MRO at least fifteen (15) days prior to such change(s) becoming effective.
6. Availability of Test Results. The results of any drug test and records connected with the testing procedure will be made available to the individual tested upon written request. The results of the tests themselves are reviewed by a licensed physician who has the knowledge of substance abuse disorders. If the tests are positive the individual tested will be advised of the results and the type of drug or drugs discovered. The individual tested will be given the opportunity to discuss the test results with the licensed physician prior to the time the test results are made available to the Employer. After notification of the MRO's final positive determination, the employee has seventy two (72) hours to request a test of the "split specimen" at another DHHS certified laboratory.

The documentation of results of the test will not be made available to other parties except upon the written request of the individual, or when an applicable DOT regulation requires such disclosure, or if in the MRO's reasonable judgment the information could result in the employee being medically unqualified to perform their duties, or if the information would cause a safety risk.

7. Retesting of Original Split Specimen. The employee may request of the MRO in writing, to have the "split specimen" of a positive test retested at another DHHS certified laboratory selected by the employee. The employee will be required to pay for the retest in advance, and a check must accompany the written request.

Should the results of such retest be negative, the Employer shall reimburse the employee for all costs related to such retesting of the "split specimen". Further, the employee shall not suffer any discipline as a result of the initial positive test and will be made whole for any lost time or benefits suffered as a result of preliminary actions taken by the Employer based on the initial positive test results.

8. Voluntary Disclosure. Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

## V. PRESCRIPTION AND NON-PRESCRIPTION MEDICINE

Before any drug test is administered, the employee or prospective employee may note, the use of any prescription or non-prescription medications. The laboratory procedures will report the significant presence of all prescription and non-prescription drugs.

Any employee using a medication which their physician has advised the employee the use of such medication may affect the employee's ability to safely operate a motor vehicle, or the employee's ability to otherwise perform the duties of their position, shall promptly notify the Employer that they are currently using such medication.

## VI. CONSEQUENCES FOR VIOLATION OF THIS POLICY

1. Driver disqualification penalties under the Department of Transportation regulations include but are not limited to:
  - a. Drivers shall not be permitted to perform safety-sensitive functions.
  - b. Drivers will be advised by the Employer of resources available to them in evaluating and resolving problems associated with misuse of alcohol or controlled substances.
  - c. Drivers will be evaluated by a substance abuse professional ("SAP") who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use.

- d. Before a driver returns to duty requiring performance of a safety sensitive function he/she shall undergo a return to duty alcohol test with a result indicating a breath alcohol level of less than .02% if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved controlled substance use.
  - e. In addition each driver identified as needing assistance in resolving problems associated with alcohol or controlled substances shall be evaluated by a SAP to determine that the driver has followed the rehabilitation program prescribed.
  - f. The driver shall also be subject to unannounced follow-up alcohol and controlled substance testing. The number and frequency of such follow-up testing shall be directed by the SAP, and consist of at least six (6) tests in the first twelve (12) months.
  - g. A person who refuses to be tested or does not cooperate fully with the collection site personnel shall be treated as having a positive test result and, therefore, medically unqualified to perform his or her normal work task.
  - h. Failure to give a urine and breath sample when the employee is involved in a fatal accident will result in disqualification for one (1) year.
  - i. A driver who tests positive for use of a controlled substance or alcohol when the driver has been involved in a fatal accident shall be disqualified for one (1) year.
  - j. Any driver who tests positive for alcohol between .02% - .039% will be required to stand down from driving a commercial motor vehicle for twenty-four (24) hours.
2. In addition to the penalties mandated by the Department of Transportation, if an employee tests positive (.02% - .039%) for alcohol, the following are minimum disciplinary steps that shall be taken:

First Offense:

Twenty-four (24) hour stand down, referenced above shall be considered a one-day disciplinary suspension without pay. The Employer may impose more severe discipline as it deems appropriate for the circumstances.

Subsequent Offenses:

Employee is subject to discipline up to and including immediate discharge.

3. If an employee tests positive for illegal drugs, and/or controlled substances or is under the influence (.04% or greater) of alcohol, the following are minimum disciplinary steps that shall be taken:

First Offense

Employee is subject to discipline up to and including immediate discharge.

Second Offense

Immediate Discharge

**VII. ASSISTANCE TO EMPLOYEE IN UNDERSTANDING ALCOHOL OR DRUG ABUSE**

The Employer will make informational materials available to assist employees in understanding the effects and consequences of alcohol and drug use and abuse and materials that explain the United States Department of Transportation requirements related to drug and alcohol testing.

**VIII. EMPLOYEE ASSISTANCE PROGRAM**

The Employer encourages all of its employees to seek appropriate help when dealing with drug and alcohol related problems that may be affecting the employee's work and/or personal lives. The Employer will provide employees with information about community resources that are available to assist employees in dealing with drug and alcohol related problems.

**IX. CONDITION OF EMPLOYMENT**

Compliance with the Policy is a condition of employment. Employees who violate the Policy are subject to discipline up to and including discharge.

Questions regarding this policy should be directed to your Supervisor.

# CITY OF ESSEXVILLE

## SUBSTANCE ABUSE POLICY

Department of Transportation Regulated Employees

*(Original Adoption November 29, 1995, Latest Revision November 17, 2008)*

### I. PURPOSE

The City of Essexville ("Employer") Substance Abuse Policy (the "Policy") is established to comply with the United States Department of Transportation ("DOT") and the Federal Motor Carrier Safety Administration ("FMCSA") regulations, specifically 49 C.F.R. Parts 40, 382, and 392 as amended from time to time to maintain a safe, healthful and efficient working environment for our employees, to protect citizens and citizens property, equipment and operations, and to protect the motoring public from illegal drugs or drugs taken for non-medical purposes.

The DOT requires an employer conduct drug and alcohol testing of its drivers at the times and under the conditions described in this policy. The regulations apply to every person who operates a commercial motor vehicle ("CMV") in interstate, foreign, or intrastate commerce and to all employers of such persons in all states. It is the intention and the policy of the Employer to comply fully with these regulations, as they are promulgated and amended from time to time. The Employer reserves the right to apply all amended or revised requirements of these regulations immediately without giving prior notice to the affected employees and/or the union unless DOT regulations or law requires such notice.

The use and effects of controlled substances and alcohol pose very serious problems. Not only can the use and/or abuse of drugs or alcohol jeopardize the health, safety, and well-being of the individual user and all of our employees, it can also endanger the safety of the public, jeopardize the safety of our roads and highways, and cause serious accidents and casualties. In view of these problems, the Employer wants to state unequivocally its policy to detect and to deter the use of drugs and alcohol in our transportation and work environment, either through testing, cessation of use, or termination of employment. Our policy is as follows:

### II. APPLICATION

The Policy applies to all employees required to maintain a Commercial Driver's License ("CDL") and who are subject to federal regulations regarding drug and alcohol testing.

For purposes of this Policy:

1. "Driver" means an employee who is required by the Employer to operate a CMV which requires the employee to possess and maintain a CDL.

2. "City premises" includes but is not limited to all property, whether owned or leased or in any way used by the Employer. This policy also includes any other locations or modes of work or transportation to and from those locations while in the course and scope of employment.
3. "Prohibited substances" has the meaning defined by federal regulations, 21 U.S.C. section 802 and includes all substances listed Schedule I (21 C.F.R. Part 1308) or identified in Appendix D of the Federal Motor Carrier Safety Regulations; an amphetamine or any formulation thereof; a narcotic drug or any derivative thereof; and any other substance which renders an employee incapable of safely operating a motor vehicle.
4. "Under the influence" of any prohibited substance (illegal drug) means any detectable level of a prohibited substance in an employee's system above the NIDA cut-off levels.
5. "Under the influence" of alcohol means a blood alcohol level of .04% or greater. A positive alcohol test means a blood alcohol level of .02% or greater.
6. "Reasonable Suspicion" is the observance of aberrant or unusual on-duty behavior of an individual employee which:
  - a. is observed on-duty by the employee's immediate supervisor or higher ranking employee and confirmed by the observation of another supervisory employee, managerial employee or guard trained to recognize the symptoms of drug abuse, impairment or intoxication (which observations shall be documented by the observers); and
  - b. is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
  - c. is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.)

Reports of drug use or aberrant behavior which are not confirmed by supervisory observations shall not constitute reasonable suspicion.

7. "Reportable accident" means an accident involving death, or where the driver of the vehicle was issued a moving traffic violation as a result of the accident.

### III. PROHIBITIONS

The Policy prohibits the:

1. Use, possession or being under the influence of a prohibited substance while on duty and/or on City premises, property or worksite or operating or in physical control of the Employer's vehicles or equipment.

2. Consuming or being under the influence of an intoxicating beverage, regardless of its alcohol content, within four (4) hours of reporting for work and/or operating or having physical control of a commercial vehicle.
3. Possessing, consuming or being under the influence of an intoxicating beverage, regardless of its alcohol content while on duty and/or on City premises, property or worksite or operating or in physical control of the Employer's vehicles or equipment.
4. Refusing to sign consent or release forms authorizing the collection of a specimen, analysis of the specimen for designated prohibited substances, and release of the results to the Employer when required by this policy.

#### IV. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with this Policy.

1. Testing. Employees and candidates for employment are required to submit to drug and/or alcohol testing under any of the following circumstances:
  - a. For persons being considered for employment with the City of Essexville. If a candidate for employment fails the pre-employment drug and/or alcohol test the candidate will not be offered employment with the City of Essexville.
  - b. When the Employer has reasonable suspicion to believe that an employee is under the influence of alcohol or a prohibited substance while on duty.
  - c. If an employee is transferred or promoted to a position which requires possession of a Commercial Driver's License.
  - d. If an employee is selected for random testing.
  - e. Prior to an employee returning to duty following a confirmed positive drug and/or alcohol test or if the employee refuses a test or violates other provisions of the Employer's testing regulations.

If an employee has a confirmed positive drug and/or alcohol test the employee shall submit to random drug and alcohol testing for a period of time specified by the substance abuse counselor and the Medical Review Officer ("MRO") and pursuant to Federal Regulations. The employee is responsible for the cost of such drug and/or alcohol testing;
  - f. For employees involved in a "reportable accident" while on duty.
2. Post-accident testing. As soon as possible but not later than eight (8) hours following a DOT "reportable accident" if the driver receives a citation for a moving traffic violation arising from the accident. If the eight (8) hour time limit is exceeded, the collection of an alcohol specimen is suspended; the drug specimen will be collected as soon as possible not to exceed thirty two (32) hours after the accident. The driver is solely responsible for assuring the Employer that the required specimen is provided as soon as possible.

3. Use of Alcohol Following An Accident. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident test, whichever occurs first.
4. Employee Privacy. Testing will be conducted with concern for the personal privacy of each employee. Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law. Tests shall only be performed for substances subject to Federal Regulations including alcohol, marijuana (THC), cocaine, opiates, amphetamines (including methamphetamines), and phencyclidine (PCP) and the laboratory shall only report on the presence or absence of these substances. Tests for other drugs shall not be performed and, if such tests are performed, the results of such other tests shall not be reported to the employer.
5. Testing Procedure. All tests will be conducted in accordance with applicable regulations published by the Department of Transportation in a manner allowing individual privacy unless there is a reason to believe that a particular individual may/or has altered or substituted the specimen provided. All tests will be collected at designated collection sites under the supervision of trained collectors and as follows:
  - a. If an employee is tested at a location other than City premises, such urine and blood specimens shall be drawn or collected at the laboratory, hospital or medical facility at which the specimen is to be tested or prepared for testing. If requested by the employee, a Union representative shall be allowed to accompany the employee, without a loss of time, to the testing facility. No employee shall have blood drawn unless under direct order of a law enforcement agency. The employee shall not be observed when the urine specimen is given.
  - b. The testing shall be done by a laboratory certified by the State of Michigan as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services.
  - c. The Employer shall notify the Union in writing of any changes in the collection facility, testing facility, or the MRO at least fifteen (15) days prior to such change(s) becoming effective.
6. Availability of Test Results. The results of any drug test and records connected with the testing procedure will be made available to the individual tested upon written request. The results of the tests themselves are reviewed by a licensed physician who has the knowledge of substance abuse disorders. If the tests are positive the individual tested will be advised of the results and the type of drug or drugs discovered. The individual tested will be given the opportunity to discuss the test results with the licensed physician prior to the time the test results are made available to the Employer. After notification of the MRO's final positive determination, the employee has seventy two (72) hours to request a test of the "split specimen" at another DHHS certified laboratory.

The documentation of results of the test will not be made available to other parties except upon the written request of the individual, or when an applicable DOT regulation requires such disclosure, or if in the MRO's reasonable judgment the information could result in the employee being medically unqualified to perform their duties, or if the information would cause a safety risk.

7. Retesting of Original Split Specimen. The employee may request of the MRO in writing, to have the "split specimen" of a positive test retested at another DHHS certified laboratory selected by the employee. The employee will be required to pay for the retest in advance, and a check must accompany the written request.

Should the results of such retest be negative, the Employer shall reimburse the employee for all costs related to such retesting of the "split specimen". Further, the employee shall not suffer any discipline as a result of the initial positive test and will be made whole for any lost time or benefits suffered as a result of preliminary actions taken by the Employer based on the initial positive test results.

8. Voluntary Disclosure. Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

## V. PRESCRIPTION AND NON-PRESCRIPTION MEDICINE

Before any drug test is administered, the employee or prospective employee may note, the use of any prescription or non-prescription medications. The laboratory procedures will report the significant presence of all prescription and non-prescription drugs.

Any employee using a medication which their physician has advised the employee the use of such medication may affect the employee's ability to safely operate a motor vehicle, or the employee's ability to otherwise perform the duties of their position, shall promptly notify the Employer that they are currently using such medication.

## VI. CONSEQUENCES FOR VIOLATION OF THIS POLICY

1. Driver disqualification penalties under the Department of Transportation regulations include but are not limited to:
  - a. Drivers shall not be permitted to perform safety-sensitive functions.
  - b. Drivers will be advised by the Employer of resources available to them in evaluating and resolving problems associated with misuse of alcohol or controlled substances.
  - c. Drivers will be evaluated by a substance abuse professional ("SAP") who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use.

- d. Before a driver returns to duty requiring performance of a safety sensitive function he/she shall undergo a return to duty alcohol test with a result indicating a breath alcohol level of less than .02% if the conduct involved alcohol, or a controlled substance test with a verified negative result if the conduct involved controlled substance use.
  - e. In addition each driver identified as needing assistance in resolving problems associated with alcohol or controlled substances shall be evaluated by a SAP to determine that the driver has followed the rehabilitation program prescribed.
  - f. The driver shall also be subject to unannounced follow-up alcohol and controlled substance testing. The number and frequency of such follow-up testing shall be directed by the SAP, and consist of at least six (6) tests in the first twelve (12) months.
  - g. A person who refuses to be tested or does not cooperate fully with the collection site personnel shall be treated as having a positive test result and, therefore, medically unqualified to perform his or her normal work task.
  - h. Failure to give a urine and breath sample when the employee is involved in a fatal accident will result in disqualification for one (1) year.
  - i. A driver who tests positive for use of a controlled substance or alcohol when the driver has been involved in a fatal accident shall be disqualified for one (1) year.
  - j. Any driver who tests positive for alcohol between .02% - .039% will be required to stand down from driving a commercial motor vehicle for twenty-four (24) hours.
2. In addition to the penalties mandated by the Department of Transportation, if an employee tests positive (.02% - .039%) for alcohol, the following are minimum disciplinary steps that shall be taken:

First Offense:

Twenty-four (24) hour stand down, referenced above shall be considered a one-day disciplinary suspension without pay. The Employer may impose more severe discipline as it deems appropriate for the circumstances.

Subsequent Offenses:

Employee is subject to discipline up to and including immediate discharge.

3. If an employee test positive for illegal drugs, and/or controlled substances or is under the influence (.04% or greater) of alcohol, the following are minimum disciplinary steps that shall be taken:

First Offense

Employee is subject to discipline up to and including immediate discharge.

Second Offense

Immediate Discharge

**VII. ASSISTANCE TO EMPLOYEE IN UNDERSTANDING ALCOHOL OR DRUG ABUSE**

The Employer will make informational materials available to assist employees in understanding the effects and consequences of alcohol and drug use and abuse and materials that explain the United States Department of Transportation requirements related to drug and alcohol testing.

**VIII. EMPLOYEE ASSISTANCE PROGRAM**

The Employer encourages all of its employees to seek appropriate help when dealing with drug and alcohol related problems that may be affecting the employee's work and/or personal lives. The Employer will provide employees with information about community resources that are available to assist employees in dealing with drug and alcohol related problems.

**IX. CONDITION OF EMPLOYMENT**

Compliance with the Policy is a condition of employment. Employees who violate the Policy are subject to discipline up to and including discharge.

Questions regarding this policy should be directed to your Supervisor.