

COLLECTIVE BARAGAINING AGREEMENT  
BETWEEN  
CITY OF ESSEXVILLE  
DEPARTMENT OF PUBLIC WORKS  
AND  
GOVERNMENTAL EMPLOYEES LABOR COUNCIL



July 1, 2022 through June 30, 2026

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## **AGREEMENT**

This agreement is made this 14<sup>th</sup> day of June, 2022 by and between the City of Essexville, a Michigan Municipal Corporation hereinafter referred to as the "Employer" and the Governmental Employees Labor Council/Essexville Public Employees 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 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. The Employer agrees not to enter into any agreement with any Employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement. The Employer agrees not to enter into any other agreement that 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 being 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 MEMBERSHIP and CHECK-OFF of UNION DUES**

Section 5.1 To the extent the laws of the State of Michigan permit, it is agreed that:

- (1) The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.

- (2) The Employer agrees to make Union payroll deductions **\*\*once or twice\*\*** each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 4 and 5.
- (3) As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
- (4) Each employee who becomes a member of the Union after June 27, 2018, must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union.
- (5) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. For an employee who became a member prior to June 27, 2018, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union payroll deductions.
- (6) Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 4.
- (7) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- (8) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (9) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

- (10) The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement.

## **ARTICLE 6 PROBATIONARY EMPLOYEES**

### Section 6.1.

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 being 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.

The Employer shall not discipline or discharge a probationary Employee for the purpose of evading this agreement or discriminating against Union members.

## **ARTICLE 7 SENIORITY**

### Section 7.1.

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. There will be no accumulation of seniority for the period outside the bargaining unit. To keep seniority, the Employee must return to the bargaining unit within ninety (90) days.

## **ARTICLE 8 LOSS OF SENIORITY AND EMPLOYEE STATUS**

### Section 8.1.

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. He/she does not return to work when recalled from lay-off as set forth in the recall procedure.

4. He/she is laid off for three (3) years or more, or the length of his or her seniority, whichever is less, without recall.

## **ARTICLE 9 LAYOFF AND RECALL**

### Section 9.1.

Strict seniority shall prevail in the layoff and rehiring 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 rehiring of laid off personnel, the particular work performed by said Employee should be considered an important factor. The Union and the Employer jointly shall decide to what extent the "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 9.2.

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 report to work within 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 10 DISCHARGE AND DISCIPLINE**

### Section 10.1.

The Employer shall not discharge nor suspend any Employee without just cause. With respect to discharge or suspension, the Employer 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. However, no warning notice is required to be given to the Employee before he or she is suspended or discharged for a serious infraction. Examples of severe infractions include, but are not limited to, dishonesty, drunkenness, recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job.

### Section 10.2.

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 10.3.

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 10.4.

Any Employee member of the Union acting in any official capacity shall not be discriminated against for his or her acts as such officer of the Union. This is provided that the acts do not interfere with the conduct of the Employer's business. Also, there shall not be any discrimination against any Employee because of his or her Union membership or activities.

### **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

#### Section 11.1.

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. 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 A conference shall be held between the aggrieved Employee, the steward and the Foreman.

Step 1-A Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to complete a regular grievance form provided by the Local Union.

Step 2 A conference shall be held between a City official, a Union official and the City Manager or a representative of the Employer delegated by the City Manager, or both.

Step 3 In the event that 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 11.2.

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 submitted in writing within ten (10) days after the event causing the grievance or when the Employee should have reasonably known of the event causing 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 11.3.

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 12 STEWARD**

#### Section 12.1.

The Employer recognizes the right of the Union to designate a steward and steward alternate from the bargaining unit's seniority list. The authority designated by the Union of the steward and steward alternate 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 submitted in writing; or,
  - b. If not submitted in 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 steward 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 steward and his or her alternate, 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 steward or his or her alternate has taken strike action, caused slowdown or work stoppage in violation of this agreement.
5. The steward shall be permitted reasonable time to investigate, present and process grievances on City property without loss of time or pay during his or her regular working hours. When mutually agreed to by the Union and Employer, the steward shall be permitted to leave City property when necessary and work outside regularly scheduled hours without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime if within the approved schedule agreed to by the Union and the Employer.

## **ARTICLE 13**

### **LEAVES OF ABSENCE WITHOUT PAY**

#### Section 13.1. 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 required 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 three (3) working days per calendar year, without discrimination or loss of seniority rights or loss of pay, to one Employee designated by the Union to attend a labor convention, educational conference, or another official Union function. It is required that thirty (30) days written notice is given to the Employer by the Union, specifying the purpose and length of time off being requested.

### Section 13.2. 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 purposes 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 Time Off (PTO) for annual field training obligations.

A fulltime 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 14 LEAVES OF ABSENCE WITH PAY**

### Section 14.1. Funeral Leave

Eligible Employees shall receive paid funeral leave subject to the following limitations:

#### **A. Immediate Family**

Paid funeral leave under this subsection shall be for a period of not more than three (3) consecutive days with choice of days being at the option of the Employee. Pay shall be for time lost from scheduled work by the Employee during said period of time. Immediate family is defined as the Employee's current spouse, child, brother, sister, parents, grandparents, grandchildren, mother or father of current spouse, sister or brother of current spouse, son-in-law, or daughter-in-law. Relatives other than those herein designated shall not be considered members of the immediate family.

#### **B. Other Relatives**

Paid funeral leave under this subsection shall be for one (1) day, to attend the funeral of a relative. Relatives under this subsection are defined as the Employees' grandparents-in-law, niece, nephew, first cousin, aunt or uncle.

Nothing herein contained shall be construed to prohibit the Employee from requesting additional time off for funeral arrangements, with the additional time to be deducted from an Employee's PTO allowance.

#### **C. Former Union Members/Employees**

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 an on-call basis in cases of emergency work.

D. Other Persons

In the event of a funeral for persons not mentioned above, the Employee may be authorized to use PTO for the purpose of attending the funeral.

Section 14.2. Paid Time Off (PTO)

PURPOSE

The City of Essexville believes that Employees should have opportunities to enjoy time away from work to help balance their lives. The City recognizes that Employees have diverse needs for time off from work and has established this paid time off (PTO) policy to meet those needs. The benefit of PTO is that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or any other situations that require time off from work.

ELIGIBILITY

PTO is made available to Employees upon hire or transfer into a benefits-eligible position based on the following schedule or the schedules stipulated within the specific Labor Contracts. Eligible Employees must be scheduled to work at least 40 hours per week on a regular basis. Employees working less than 40 hours per week on a regular basis, on-call and temporary Employees are not eligible to receive PTO.

PTO ALLOWANCE TABLE

Length of Service	Vacation (thru 2017)	Sick (thru 2017)	Personal (thru 2017)	Birthday (thru 2017)	PTO (Policy 2018)
Hire	0 days	Prorated from the date of hire based on 10 days (80 hours) per year	5 days (40 hours)	1 day (8 hours)	48 hours + prorated time from the date of hire based on 80 hours per year.
1 year	5 days (40 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	168 hours
2 years	10 days (80 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	208 hours
5 years	15 days (120 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	248 hours
10 years	20 days (160 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	288 hours
16 years	21 days (168 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	296 hours
17 years	22 days (176 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	304 hours
18 years	23 days (184 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	312 hours
19 years	24 days (192 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	320 hours
20 years +	25 days (200 hours)	10 days (80 hours)	5 days (40 hours)	1 day (8 hours)	328 hours

## USE AND SCHEDULING OF PTO

Employees are required to use available PTO when taking time off from work with the exception of a company-required absence as approved by the Employee's supervisor or the City Manager. PTO may be taken in 1-hour increments. PTO may not be used for missed time because of Employee tardiness, except during inclement weather.

Whenever possible, PTO must be scheduled in advance. Time off should be scheduled with one (1) week notice for two or fewer days out of the office and two (2) weeks' notice for extended time away. PTO is subject to supervisory approval, department staffing needs and established departmental procedures.

Unscheduled absences will be monitored. An Employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. The supervisor may request that the Employee provide a statement from a health care provider concerning the justification for an unscheduled absence. Five (5) emergent call offs per year will be allowed. This limits overtime costs as well as ensures preparedness of the department for non-emergent staffing shortages.

If a paid holiday occurs when PTO is scheduled by an Employee, the Employee is not required to take PTO to cover the holiday.

An Employee's birthday shall be celebrated by the Employee on one of his or her regularly scheduled workdays by using PTO as it is included in the PTO Allowance Table. The City and Department shall arrange said time off in keeping with the efficient operation of the department.

When PTO is used, an Employee is required to request payment of PTO hours according to his or her regularly scheduled workday. For example, if an Employee works an 8-hour day, he or she would request 8 hours of PTO when taking that day off. Likewise, when an Employee works a 12-hour day, he or she would request 12 hours of PTO. PTO is paid at the Employee's straight time rate. PTO is never paid at an overtime rate.

Employees may not borrow against their PTO banks; therefore, no advance leave without adequate PTO banked will be granted.

## ANNUAL PAYOUT OF PTO

The first pay period in December of each year, Employees may choose to take a payout of a maximum of 80 hours of PTO. With prior City Manager approval, Employees may elect to be paid out for the 80 hours of PTO during the first pay period of the following January instead.

## ANNUAL CARRYOVER OR PTO

At the end of each calendar year, Employees may carry over up to 80 hours of PTO to the new year. Employees must use the PTO no later than June 30<sup>th</sup> of the current year to ensure that time off is attributed to the appropriate fiscal year for accounting purposes.

## PTO PAYOUT UPON TERMINATION OF EMPLOYMENT

When an Employee is laid off for lack of work or quits with at least two (2) weeks' notice, he or she will be paid for any unused portion of the PTO remaining in his or her PTO Bank from the prior year and a prorated amount of PTO for the current year.

If an Employee is terminated for cause or quits without giving the required notice, no PTO payout will be allowed.

If an Employee retires, the Employee will be paid for any unused portion of the PTO remaining in his or her PTO Bank from the prior year and a prorated amount of PTO for the current year. The Employee may also choose to use their banked PTO before retirement. Therefore, the Employee's last day of work may not be the same as his or her actual retirement date.

Once an Employee gives his or her two (2) weeks' notice, unless previously scheduled, no PTO may be used during the remaining weeks of work. This is to encourage a smooth transition following the Employee's departure.

#### Section 14.3. Short-Term Disability Leave.

1. 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.

2. 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.
3. For purposes of continuing health insurance benefits an Employee who is off work and drawing short-term disability benefits shall be considered working.

#### Section 14.4. 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 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 PTO 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 regular shift hours 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.

#### Section 14.5 Union Leave

The Employer agrees to grant up to three (3) working days per calendar year, without discrimination or loss of seniority rights and pay, to one Employee designated by the Union to attend a labor convention, educational conference or another official Union function. It is required that thirty (30) days written notice is given to the Employer by the Union, specifying the purpose and length of time off being requested.

### **ARTICLE 15 CLASSIFICATIONS AND WAGE RATES**

#### Section 15.1.

##### **Effective July 1, 2022 (5%)**

	Start	1 Year	2 Year	3 Year
Utility Specialist III	\$18.97	\$19.76	\$20.56	\$21.32
Utility Specialist II	\$18.35	\$19.12	\$19.91	\$20.70
Utility Specialist I	\$17.54	\$18.36	\$19.12	\$19.91
Maintenance Worker	\$15.39	\$16.17	\$16.98	\$17.75

##### **Effective July 1, 2023 (5%)**

	Start	1 Year	2 Year	3 Year
Utility Specialist III	\$19.92	\$20.75	\$21.59	\$22.39
Utility Specialist II	\$19.27	\$20.08	\$20.91	\$21.74
Utility Specialist I	\$18.42	\$19.28	\$20.08	\$20.91
Maintenance Worker	\$16.16	\$16.98	\$17.83	\$18.64

##### **Effective July 1, 2024 (5%)**

	Start	1 Year	2 Year	3 Year
Utility Specialist III	\$20.90	\$21.79	\$22.67	\$23.51
Utility Specialist II	\$20.23	\$21.08	\$21.96	\$22.83
Utility Specialist I	\$19.34	\$20.24	\$21.08	\$21.96
Maintenance Worker	\$16.97	\$17.83	\$18.72	\$19.57

##### **Effective July 1, 2025 (5%)**

	Start	1 Year	2 Year	3 Year
Utility Specialist III	\$21.95	\$22.88	\$23.80	\$24.67
Utility Specialist II	\$21.24	\$22.13	\$23.06	\$23.97
Utility Specialist I	\$20.31	\$21.25	\$22.13	\$23.06
Maintenance Worker	\$17.81	\$18.72	\$19.66	\$20.55



### Section 15.2. Foreman

An Employee promoted to Foreman shall receive compensation equaling the amount of Five Dollars (\$5.00) per hour above the three (3) year step for the Utility Specialist III classification during the time the Employee is working in such capacity. Promotions to the Foreman position shall be made at the sole discretion of the City Manager. Candidates for consideration must possess a minimum of a valid D Wastewater License. In the event there is more than one qualified candidate, department seniority shall be given consideration. Employees who are promoted to Foreman shall be subject to and be eligible for overtime benefits.

### Section 15.3.

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 of Employees vacant as it desires. Additionally, the Employer shall have the right to assign Employees from job classification to job classification as it deems 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 15.4.

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 16 PAID FOR TIME**

### Section 16.1.

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 checks in, until the time he or she is effectively released from duty.

## **ARTICLE 17 WORK HOURS**

### Section 17.1.

The regular workweek shall be forty (40) hours. From May 1<sup>st</sup> through October 31<sup>st</sup> the normal work week shall consist of four (4) 10-hour workdays (Monday - Thursday) per week. From November 1<sup>st</sup> through April 30<sup>th</sup> the normal work week shall consist of four (4) nine-hour work days and one (1) 4-hour work day, Monday through Friday. Monday - Friday exclusive of a non-paid lunch break. The normal workday starting time shall be at or after 6:00 a.m. and the normal quitting time shall be at or before 5:00 p.m. Work hours will be scheduled by the City Manager and the Foreman and agreed to by the Employees. Work hours will vary based on seasonal requirements.

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 17.2.

Employees may take two (2) 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. Whenever possible, these times will be standardized for all Employees based on the work schedule each season. This will make the scheduling of maintenance and work orders more efficient.

#### Section 17.3.

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

#### Section 17.4.

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. Whenever possible, these times will be standardized for all Employees based on the work schedule each season. This will make the scheduling of maintenance and work orders more efficient.

### **ARTICLE 18 OVERTIME**

#### Section 18.1.

Any Employee called in to work on Saturday, Sunday or Holidays shall be guaranteed four (4) hours of work paid at the rate specified in this agreement.

#### Section 18.2.

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

#### Section 18.3.

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

#### Section 18.4.

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 shall follow 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 Foreman 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 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 18.5.

Other than standby, overtime work shall be first offered to those Employees who have worked the least number of overtime hours since January 1<sup>st</sup> of each year regardless of job classification and on a rotating basis. If overtime is refused by an Employee, the Employee will not be asked again until others have had a turn. Only the Employees with the level of training required to do the specified job will be asked to complete the task in accordance with Michigan Law.

#### Section 18.6.

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

#### Section 18.7.

Time and one-half (1½) the regular hourly rate shall be paid for all work performed on Saturday. Double (2 times) 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 18.8.

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 unless the Foreman directs the Employee to leave early. If the Employee voluntarily leaves early, the Employee shall be paid only for the time period in which he or she was actually present and working.

## **ARTICLE 19 HOLIDAYS**

### **Section 19.1.**

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  
Martin Luther King Day  
President'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

### **Section 19.2.**

Employees must work the regularly scheduled workdays which immediately precede and follow the holiday in order to receive pay for the holiday off. The only exceptions will be in cases of proven illness or authorized PTO requests.

### **Section 19.3.**

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 19.4.**

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

### **Section 19.5.**

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

### **Section 19.6.**

Overtime pay shall be paid for hours worked in excess of thirty-two (32) during a week with a single holiday, or twenty-four (24) during a week with two holidays.

### **Section 19.7.**

Employees called to work on any of the above-listed holidays shall be paid Double (2) 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 20 LIFE INSURANCE**

### **Section 20.1.**

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 \$75,000.00.

### **Section 20.2.**

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 21 PENSION**

### **Section 21.1.**

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. Effective January 1, 2018 the Employer no longer offers the MERS Defined Benefit Plan to those hired after that date. Those hired after January 1, 2018 may participate in the MERS Defined Contribution Plan (401K) with an Employer match of up to 6% maximum. There is also a 457 Plan available as a separate investment device through payroll deduction with no Employer participation.

## **ARTICLE 22 HOSPITALIZATION, PRESCRIPTION AND DENTAL INSURANCE**

### **Section 22.1.**

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

1. The Employer agrees to provide a comprehensive medical policy for all full-time Employees and their dependents that includes Medical, Prescription, Dental and Vision coverage and may include a Health Savings Account (H.S.A.) if allowed for by the selected policy. The Employer reserves the right to review the policy annually during the renewal period in order to select the best policy available for the City. Upon execution of this Agreement, the Employer agrees to add an additional orthodontics policy (TBD) to the dental plan.
2. If the selected comprehensive policy includes a high deductible plan and allows for an H.S.A., the City agrees to fund the H.S.A. in the amount of the deductible for either the single Employee or the Employee family deductible amount.
3. The Employee will pay a percentage of the premium cost of the selected comprehensive policy and a percentage of the H.S.A. contribution through payroll deduction over 52 pay

periods annually. The required payroll deduction will be determined during the renewal period.

4. 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.
5. 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. It may also trigger the Employer to search for alternative coverage below the 8% limit.
6. In the event an active Employee is eligible to receive health insurance through the City and has available coverage they deem adequate through a spouse's Employer or other means and elects to utilize this alternative coverage, then he or she shall be eligible to receive payment from the City equal to (20%) of the net monthly premium the City would otherwise be paying. Beginning June 1, 2017, this will cap with a maximum payout of \$200.00 per month or \$2,400.00 per year.
7. In the event that any two persons are considered lawfully married by the laws of any state or nation, either now or in the future, and should be employed by the City, the City shall be obligated to provide only one health insurance policy of coverage, that includes spousal coverage, to that employee who has been employed by the City the longest or to the spouse with the shortest length of employment with the City. If both spouses advise the City in a signed writing that they desire the spouse with the shortest length of service with the City to be the primary covered party of the City's health insurance policy. In either circumstance, the City will not be required to provide any substituted or further compensation of any sort to the employed spouse who is not the primary covered party on his or her health insurance policy provided by the City, whether or not either the primarily covered employee is a Union member or not and whether or not such compensation has been received in the past.

#### Section 22.2.

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. 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 23 WORKER'S COMPENSATION**

#### Section 23.1.

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 a work-related illness or injury and it is compensable under the Michigan Worker's Compensation Act, the Employee shall receive compensation benefits. The benefit amount will be determined by the Worker's Compensation provider. If the amount determined is less than the salary the Employee would normally receive, he or she may utilize PTO to make up the difference. He or she may not exceed the regular salary amount.

## **ARTICLE 24 UNIFORMS**

### **Section 24.1.**

Each Employee shall be required to wear a uniform selected by the Employer. The Employer shall provide each Employee with five (5) uniform shirts and five (5) pairs of uniform pants each calendar year.

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 own expense. The Employee shall be given the same uniform pricing made available to the Employer.

### **Section 24.2.**

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

### **Section 24.3.**

Upon providing purchase receipts 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. These items are to be worn in the course of his or her employment with the City of Essexville. The total of such reimbursement paid to any Employee shall not exceed an amount equal to two hundred and fifty dollars (\$250.00) per each year of the current CBA (ex. This provision under this Agreement would equal \$250.00 x 4 years= \$1,000.00 total) over the life of the agreement.

## **ARTICLE 25 SEPARATION OF EMPLOYMENT**

### **Section 25.1.**

If an Employee is terminated by the Employer, 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 next regularly scheduled pay date.

## **ARTICLE 26 EXAMINATIONS AND IDENTIFICATION FEES**

### **Section 26.1.**

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 26.2.

The Employer shall provide personal identification cards for all Employees. The Employees must carry the identification at all times and present it immediately to any requesting party.

#### Section 26.3.

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 27 GENERAL INSURANCE**

#### Section 27.1.

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. 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 28 TEMPORARY AND SEASONAL EMPLOYEES**

#### Section 28.1.

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 28.2.

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 28.3.

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



**ARTICLE 29  
INSPECTION PRIVILEGES**

Section 29.1.

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

**ARTICLE 30  
POSTING AND UNION BULLETIN BOARDS**

Section 30.1.

Each Employee shall be furnished a copy of the contract.

Section 30.2.

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 31  
PAY PERIOD**

Section 31.1.

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 32  
EQUIPMENT, REPORTS AND UNSAFE CONDITIONS**

Section 32.1. 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 should Employees refuse to operate such equipment unless such refusal is unjustified.

Section 32.2. 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 32.3. 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 32.4. New Equipment.

When new types of equipment and/or operations for which rates of pay are not established by this agreement are put into use, rates governing such operations and/or equipment shall be subject to negotiations between the parties. The agreed upon rates shall be effective as of the date the equipment was put into use.

#### Section 32.5. Safety Equipment.

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

### **ARTICLE 33 LOSS OR DAMAGE**

#### Section 33.1.

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.

### **ARTICLE 34 JOB OPENINGS**

#### Section 34.1.

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 allotted 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 35  
OUT OF CLASSIFICATIONS WORK**

Section 35.1.

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 in a given day, the Employee shall be paid for all hours worked that day at the higher classification rate.

Section 35.2.

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 35.3.

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

**ARTICLE 36  
MAINTENANCE OF STANDARDS**

Section 36.1.

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 37  
SUBCONTRACTING**

Section 37.1.

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

Section 37.2.

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 37.3.

It is also understood that the City has the right to contract or subcontract bargaining unit work if the Employer:

1. lacks the equipment or personnel
2. determines that it is not economically efficient to perform such work with its own forces
3. is funding the project through 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 37.4.

The parties agree that trash collection is excluded from this article and that such outside contracting of trash collection may occur under any conditions. 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 38  
SEPARABILITY AND SAVINGS**

Section 38.1.

If any article or section of this contract violates any Federal or State Law or if compliance with or enforcement of any article or section should be restrained by such Laws, the article or section shall not be enacted.

Section 38.2.

In the event that any article or section is in violation as stated under Section 39.1, parties affected 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. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days following the discovery of such violation, parties shall be permitted all legal recourse in support of its demands notwithstanding any provision in this contract to the contrary.

**ARTICLE 39  
JOB RELATED EDUCATION**

Section 39.1

For regular full-time Employees who have completed their probationary period, the Employer agrees to reimburse any tuition payments which are not payable by any other organization, made

by said Employee for approved courses taken at any accredited college, university, or other applicable training facility. In order to qualify for tuition reimbursement, the Employees must receive approval of the courses prior to enrollment, said course or courses must be job related or any course necessary to the achievement of a degree or certification in its related field and must be successfully completed with at least a "C" grade, if such grade is applicable.

Regular Full-Time Employees who receive educational reimbursement benefits shall be required to continue full-time employment with the City of Essexville for a minimum of two (2) years beyond the last date any educational benefits were paid. If an Employee terminates his or her employment -or- is terminated for just cause, the Employee agrees to and shall be responsible for paying the Employer back for all said benefits.

#### **ARTICLE 40 TERM OF AGREEMENT**

##### Section 40.1.

This agreement shall be in full force and effect from July 1, 2022 to and including June 30, 2026. It shall continue in full force and effect from year to year thereafter unless written notice of a desire to cancel or terminate the agreement is served by either party to the other at least sixty (60) days prior to the date of expiration.

##### Section 40.2.

If no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate changes or revisions to this agreement, either party may serve to the other a notice, at least sixty (60) days prior to June 30, 2026, advising that the party would like to negotiate changes to the agreement. The respective parties shall be permitted all legal recourse to support their request for revisions if the parties fail to agree.

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 Police Officers Association of Michigan, and shall be binding upon each party respectively.

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

FOR THE EMPLOYER

By:   
Scott W. Wittbrodt, Mayor

By:   
Sarah J. Wilcox  
City Clerk

Date: 6/14/22

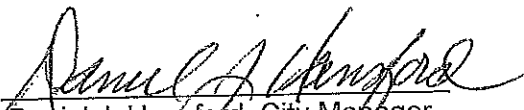
FOR THE UNION

By: \_\_\_\_\_  
Christopher M. Watts, Labor Representative  
Governmental Employees Labor Council

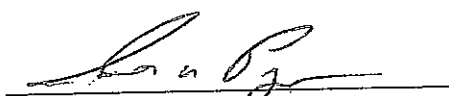
By:   
Ryan R. Keister  
Essexville Public Employees Association

Date: 6/1/22

APPROVED AS TO SUBSTANCE

By:   
Daniel J. Hansford, City Manager

APPROVED AS TO FORM

By:   
Gerald Pergande, City Attorney

**ARTICLE 41  
ACCEPTANCE AND SIGNATURES**

Section 41.1.

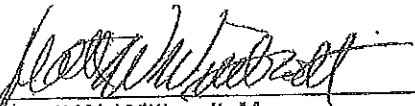
This agreement is hereby accepted by the City of Essexville, Michigan, and the Police ~~Officers Association of Michigan~~ *GOVERNMENTAL* and shall be binding upon each party respectively.

*EMPLOYEES LABOR COUNCIL 6-17-22*

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

FOR THE EMPLOYER

By:

  
Scott W. Wittbrodt, Mayor

By:


  
Sarah J. Wilcox  
City Clerk

Date:

6/14/22

FOR THE UNION

By:

 *6-17-2022*  
Christopher M. Watts, Labor Representative  
Governmental Employees Labor Council

By:

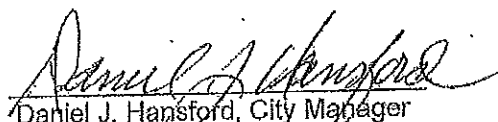
  
Ryan R. Keister  
Essexville Public Employees Association

Date:

6/1/22

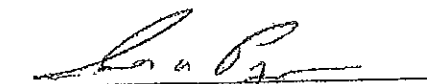
APPROVED AS TO SUBSTANCE

By:

  
Daniel J. Hansford, City Manager

APPROVED AS TO FORM

By:

  
Gerald Pergande, City Attorney

## APPENDIX A – POSITION DESCRIPTIONS



## **POSITION DESCRIPTION**

**Classification Title:** Utility Specialist III

**FLSA Status:** Non-Exempt

**Bargaining Unit:** City of Essexville/ Governmental Employees Labor Council

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** July 1, 2019

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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 a Class "D" wastewater license issued by the State of Michigan.

### **SUPERVISION RECEIVED**

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

### **SUPERVISION EXERCISED**

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

2. Assist with the planning, scheduling and implementation of maintenance, operation and construction activities assigned by the Foreman of Public Works.
3. Assist in the training of lower level Employees performing the duties of maintenance, operation and construction activities assigned by the Foreman of Public Works.
4. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Foreman 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 Foreman 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 Foreman of Public Works.
9. Operate all medium and heavy construction equipment owned by the Employer including, but not limited to the 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 Foreman 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 may be at 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:** City of Essexville/ Governmental Employees Labor Council

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** July 1, 2019

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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 issued by the State of Michigan.

### SUPERVISION RECEIVED

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

### SUPERVISION EXERCISED

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

2. Assist with the planning, scheduling and implementation of maintenance, operation and construction activities assigned by the Foreman of Public Works.
3. Assist in the training of lower level Employees performing the duties of maintenance, operation and construction activities assigned by the Foreman of Public Works.
4. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Foreman 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 Foreman 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 Foreman of Public Works.
9. Operate all medium and heavy construction equipment owned by the Employer including, but not limited to the 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 Foreman 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 may be at 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:** City of Essexville/ Governmental Employees Labor Council

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** July 1, 2019

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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 Foreman of Public Works.

### **SUPERVISION EXERCISED**

Employees in this classification may occasionally assume supervisory responsibility for other department Employees in the absence of the Foreman of Public Works when so assigned by the Foreman 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 Foreman of Public Works.
2. Assist with the planning, scheduling and implementation of maintenance, operation and construction activities assigned by the Foreman of Public Works.

3. Assist in the training of lower level Employees performing the duties of maintenance, operation and construction activities assigned by the Foreman of Public Works.
4. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Foreman 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 Foreman 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 Foreman of Public Works.
9. Operate all medium and heavy construction equipment owned by the Employer including, but not limited to the 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 Foreman 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 may be at 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:** City of Essexville/ Governmental Employees Labor Council

**Department:** Public Works

**Division:** Maintenance

**Location:** 1500 Pine Street

**Effective Date:** July 1, 2019

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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 Foreman 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 Foreman of Public Works.
2. Maintain a variety of records relating to maintenance, operation and construction activities assigned by the Foreman 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 Foreman 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 Foreman 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 may be at 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.

APPENDIX B

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 Drivers 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.



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2. "City premises" includes but is not limited to all property, whether owned or leased or in anyway 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.

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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.

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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.

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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 the 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.

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- 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.

## APPENDIX B

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.