

AGREEMENT**between****THE CITY OF PORTAGE****and****PORTAGE DPS FOREMEN/
TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN****Effective July 1, 1997****through****June 30, 1999***Portage, City of*

D. When has been laid off for lack of work or funds for a period of twelve (12) consecutive months.

E. If the employee accepts work elsewhere while on the leave of absence (without having received prior written permission from the Employer), or does not return to work without restriction immediately following the expiration of the leave of absence.

8.8 Any employee who fails to meet any licenses requirement, standard or other requirement of the State of Michigan necessary to meet the normal requirements for his job shall be placed on a leave of absence without pay, benefits or seniority for up to a period of one (1) year at which time the employee will be terminated if said requirements are not met provided that the Employer shall give reasonable notice to employees when new or changed licensing requirements are promulgated.

ARTICLE IX

WAGES

9.1 **Rates of Pay.** The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part thereof.

9.2 Time and one-half an employee's regular straight time hourly rate of pay shall be paid for all necessary work performed in excess of eight (8) hours in twenty-four (24) hour period, beginning with the employee's normal starting time, or forty (40) hours in any work week, whichever results in the greater amount of overtime pay.

A. Employees called into work outside their regularly scheduled shift shall receive a minimum of two (2) hours pay at time and one-half (1½).

B. Phone calls received after working hours shall be paid at a minimum of thirty (30) minutes overtime per incident in accordance with the overtime provision. If more than one (1) phone call is received regarding one incident, only thirty (30) minutes shall be paid unless the total aggregate time expended on multiple calls exceeds thirty (30) minutes.

C. Notwithstanding any other provisions of this Agreement, there shall in no event be any pyramiding of any overtime pay (i.e., shift and pay period overtime shall not be paid for the same hours worked).

9.3 The Employer shall continue its policy of providing work uniforms and uniform cleaning at no cost to the employee. The Employer shall also continue to determine the number of uniforms provided, the source of uniform purchase or rental; the type, grade, and color of uniform material; and applicable regulations pertaining to the wearing of the uniform.

ARTICLE X HOURS OF WORK

10.1 It is recognized that Foreman as supervisors may be expected to report for the purpose of layout work assignments at least 15 minutes prior to the regular scheduled shift. Employees required to report fifteen (15) minutes prior to their scheduled shift shall be compensated in accordance with Article IX of this Agreement.

10.2 Break Periods. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their shift and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their shift. The timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed.

A. Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift, unless otherwise excused, except as above provided and except for the unpaid lunch period of at least 30 minutes at or near the midpoint of their shift.

10.3 Due to the nature of the work and the responsibility to the people of the community, it is necessary that DPS Foremen be available to perform emergency overtime work when conditions warrant. If the traditional concepts of responsibility in this area break down, disciplinary action may be taken.

10.4 In all cases final determination of adequate coverage for emergency conditions shall rest with the Director of Public Services.

10.5 During the months of December, January, February, and March, a pager will be issued to the Chief Steward. During weekends and holidays, this pager will be carried by one of the Streets Foremen to be the designated primary contact for emergency response (snow removal, ice removal, other street emergency). Weekends and holidays shall be rotated among all Streets Foremen, with the Chief Steward providing a schedule to the Director of Streets and Equipment by the Wednesday prior to Thanksgiving. The Employer will pay one hour of standby pay at the employee's straight time rate for each eight hours of weekend or holiday standby.

The minimum call in provisions set forth in Article IX, Section 9.2A, shall apply in all situations when an employee on standby is called into work. Standby pay will not be paid during the time when an employee is actually working.

ARTICLE XI

LEAVES OF ABSENCE

11.1 The Employer may grant a leave of absence for personal reasons of not to exceed thirty (30) calendar days without pay and without loss of seniority to a permanent employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work.

11.2 An employee who, because of illness, accident or pregnancy is physically unable to report for work may be given a leave of absence at his request without pay or benefits and without loss of seniority. Such a leave shall expire no later than one (1) year after the first day of any medically related absence exceeding thirty calendar days. The employee must notify the Employer of the necessity for leave and provide the Employer with a certification from a qualified physician, M.D. or D.O. of the necessity for such an absence and/or the continuation of such absence when the same is requested by the Employer. Employees must be capable of returning to work at the end of their leave of absence without restriction or limitation.

11.3 Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders. Employees who are ordered to report for annual field training hereunder and who present evidence that they reported for and fulfilled such obligation, upon presenting evidence as to the amount of compensation received from the government shall be paid the difference, if any, between what they received in the form of pay therefor and what they would have received a regular pay from the City (40 hour week) had they worked during such period. The compensation thus paid by the City shall not exceed the difference in pay for a period of two (2) weeks in any one calendar year.

11.4 Requests for leaves of absence must be made in writing to the Employer five (5) days prior to the start of the anticipated leave of absence, except where it is impossible to do so.

11.5 The Employer reserves the right to require employees to take a leave of absence without pay who are not physically or mentally fit to perform their duties in a satisfactory manner. "Physically fit" shall include the employee's weight being in reasonable proportion to his height. Such action shall only be taken if a physical or mental examination performed by a medical doctor of the Employer's choice, at the Employer's expense, reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings then the employee, at his own expense, may obtain a physical or mental examination from a medical doctor of his choice. Should there be a conflict in the findings of the two (2) doctors, then a third medical doctor mutually satisfactory to the Employer and the Association shall give the employee a physical or mental examination, whichever is applicable. The fee charged by the third doctor shall be shared equally and his findings shall be binding on the employee, Employer and Union.

ARTICLE XII

SICK LEAVE

12.1 Full-time employees, starting with their seventh (7th) month of continuous employment, by the Employer, shall accumulate paid sick leave credits on the basis of one (1) day per month. Unused paid sick leave credits may be accumulated from year to year to a maximum of one hundred twenty-five (125) days.

12.2 In order to qualify for sick leave payments, the employee must report to the supervisor or his designated representative not later than one-half (½) hour before his normal starting time on the first day of the absence unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as possible. In addition thereto, if an employee is absent two (2) or more days, said employee must notify the Department by 4:00 p.m. on the day preceding his intended date of return.

12.3 Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

A. When an employee's absence from work is due to a non-duty illness or injury provided such illness or injury was not attributable to the intemperate use of alcoholic beverages or drugs, or was not attributable to causes occurring while performing work for which he is paid by someone other than the City.

B. In the event of an absence of more than three (3) consecutive regularly scheduled working days, the "Employee Absence Request" must be accompanied by a statement signed by the physician who attended the employee. The physician statement must state the cause for such absence, confirm the necessity therefore, and, before the employee returns to normal duty, must state that the employee is physically able to return to and perform the job duties.

The department head may, on a case by case basis, request a physician statement to support an absence, if the city has reason to believe an employee is misusing paid sick leave.

C. In the event an employee is temporarily disabled to the extent that he is unable to perform all of the duties and functions normally required of him.

D. Emergency Absences. In the event of critical injury requiring hospitalization for a member of the employee's immediate family (spouse or dependents), an employee may utilize up to three (3) days per calendar year of sick time. Sick leave shall not apply to childbirth or dependent illnesses or injuries such as mumps, chicken pox, influenza, hepatitis, mononucleosis, broken bones, dental care or any related illness or injury which does not require immediate emergency hospitalization, nor shall it apply to outpatient visits to doctor's offices or clinics for diagnosis or

treatment not requiring hospitalization. Upon return to work, employee will submit satisfactory documentation of the critical illness or critical injury.

12.4 Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

12.5 Employees who have been employed for ten (10) consecutive years (based upon their seniority list date of hire) shall be paid for fifty percent (50%) of their unused accumulated sick bank at the employees' current base rate on the date of their leaving employment if separation is not a discharge for justifiable cause.

12.6 Use of sick leave shall be restricted to illnesses or injuries of the employee only except as noted in Section 12.3(D) above.

ARTICLE XIII **INSURANCE**

13.1 Life Insurance. The Employer agrees to continue to pay the monthly premium for \$20,000 (Twenty Thousand Dollars) of group double indemnity insurance coverage under the City's present plan. Employees may purchase, at their own expense and at the City's group rate, an additional \$20,000 (Twenty Thousand Dollars) life insurance.

13.2 Health Insurance. For permanent full-time employees and their eligible dependents the Employer agrees, for the life of this Agreement, to provide group health benefits (including prescription drug and vision coverage) comparable to that which prevailed on July 1, 1983.

A. Effective July 1, 1997, the Employer agrees to pay up to the following maximum monthly premium for:

- | | | |
|-----|-----------------------|----------------|
| (1) | a one-person contract | \$200.00/month |
| (2) | a two-person contract | \$415.00/month |
| (3) | a family contract | \$440.00/month |

The employee agrees to pay any additional premium which is charged to the Employer for this coverage through a monthly payroll deduction.

B. Effective July 1, 1998 the Employer agrees to pay up to the following maximum monthly premium for:

- | | | |
|-----|-----------------------|----------------|
| (1) | a one-person contract | \$207.83/month |
| (2) | a two-person contract | \$422.83/month |
| (3) | a family contract | \$447.83/month |

The employee agrees to pay any additional premium which is charged to the Employer for this coverage through a monthly payroll deduction.

C. Employees retiring or terminating employment on or after the execution of this Agreement shall be eligible to participate in a retiree health insurance premium supplement paid by the City of up to \$85/month effective from attainment of age 55 through age 64 provided:

(1) The employee elects to continue uninterrupted group health insurance made available by the City carrier(s) with the premium (less \$85/month) paid fully by the retiring employee.

(2) If the City group insurance options are not elected, the City will reimburse the retired employee for up to \$85/month provided evidence of payment for health insurance premium covering the employee for the month in question is provided to the City and provided the employee requests this supplement or benefit from the City.

It is expressly understood that the retiree health insurance benefit applies only to employees who retire or terminate employment on or after July 1, 1987. Effective July 1, 1998, insurance payment supplement paid by the city shall increase in an amount up to \$97.87.

13.3 Dental Insurance. The Employer agrees to continue to pay the monthly premium for providing to full-time employees and their eligible dependents, subject to the terms and conditions of the carrier, a group dental insurance program at the level of benefit in effect as of July 1, 1983 (same Class I, 100%; Class II, 75%; Class III 50%).

13.4 Long-Term Disability Insurance. For permanent full-time employees the Employer shall provide a long-term disability policy for all employees covered hereunder with an insurance carrier authorized to do business in the State of Michigan. Such policy shall provide for payment of two-thirds (2/3) of the employee's salary (calculated as of the time of the disability), with such disability payments commencing not later than twenty-five (25) weeks after the date of such disability. Said policy shall provide an income set forth above through age sixty-five (65), subject to other terms and conditions as provided by the carrier. It is further agreed that upon commencement of payments under the long-term disability policy, no employee shall utilize accumulated sick leave time. The Employer will continue to pay full premium cost of this benefit.

ARTICLE XIV PENSION

14.1 It is agreed that effective July 1, 1985 a money purchase defined

contribution pension plan shall be implemented in lieu of the defined benefit 62/10 plan in accordance with the terms and conditions set forth in Appendix B which by this reference is made a part hereof.

A. Contributions to the "Money Purchase Plan" shall be paid by the City to the Money Purchase Plan investment designate on behalf of each Foreman on a quarterly basis in accordance with the following schedule:

<u>Payment shall be made on or before</u>	<u>In the amount of:</u>
09/30/97	\$1,244.44
12/31/97	\$1,244.44
03/31/98	\$1,244.44
06/30/98	\$1,244.44
09/30/98	\$1,244.44
12/31/98	\$1,244.44
03/31/99	\$1,244.44
06/30/99	\$1,244.44

B. For Foremen who are not in the Foremen classification, or who are not employed for the full quarter, the contribution in that instance will be pro-rated accordingly.

ARTICLE XV HOLIDAYS

15.1 Holidays Defined. The following days shall be recognized as paid holidays.

New Year's Day	One-half day on Christmas Eve Day
Washington's Birthday	One-half day on New Year's Eve Day
Memorial Day	Latter one-half day on Good Friday
Fourth of July	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas

15.2 In the event an employee is required to work on a holiday, he shall receive time and one-half (1½) his regular hourly rate for all consecutive hours worked on such holiday in addition to his regular holiday pay.

15.3 It is the intent of Section 2 above that those employees who must work on a holiday shall receive time and one-half (1½) for those hours plus the pay (straight time) for the scheduled holiday. To this end it is recognized that any combination of pay for holidays shall not exceed two and one-half (2½) times the employee's rate of pay. In

the event his language must be interpreted by the parties, the language of this Article shall supersede any other language contained in this Agreement. The parties are in agreement that pyramiding of overtime in regard to this Holiday Leave Day provision is not the expressed or resultant intent of this provision.

15.4 Employees shall also be entitled to December 24th (Christmas Eve Day) or December 31st (New Year's Day) when they occur on a Monday through Friday, as a recognized holiday subject to the following conditions:

A. When December 24th and December 31st occur on a Monday through Friday, it may be necessary that work will be scheduled. In the event the Employer does schedule work on December 24th and December 31st, approximately one-half (1/2) of the bargaining unit employees will be required to be at work on each of such days.

B. Employees shall be required to notify their department head as to which one (1) of the two (2) days they wish to elect for a holiday on or before December 15th of each year.

C. Consistent with the need for the number of personnel to be present on such two (2) days, as determined by the Employer, employees shall be permitted to take the day of their choice, unless doing so would result in inadequate personnel being present on each of such days. If this should occur, employees with the most seniority shall have preference for the day of their choice.

15.5 When any of the above occur on a Saturday, the preceding Friday shall be celebrated as the holiday; and when the appropriate holidays fall on a Sunday, the following Monday shall be considered and celebrated as the holiday.

15.6 To qualify for holiday pay as specified in Section 1 above, an employee must have worked all of the scheduled hours on the last scheduled work day prior to and following such holiday.

A. Unless such day or days occur during his regularly scheduled vacation.

B. To be eligible for holiday pay under this Article, an employee must be a regular, full-time employee as of the time the holiday occurs and must have worked all of the scheduled hours the Department worked before and the next day following such holiday except, in cases where the employee's absence on such day or days is due (1) to the fact that such day or days occur during his regularly scheduled vacation, or (2) to the fact that his absence on such day or days is of a nature which is compensable under this contract.

C. Unless his absence on such day, or days, is due to a death in his immediate family, which death occurred within the three (3) calendar

days immediately preceding such holiday.

ARTICLE XVI

VACATIONS

16.1 Regular full-time employees who have completed six (6) or more months of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

A. Upon successful completion of probation and six (6) months of continuous service the employee shall be credited with 40 hours of paid vacation.

B. Following successful completion of probation and six (6) months of employment, each employee shall be credited monthly with the fractional equivalent of vacation at the rate of 80 hours per year.

C. Upon completion of five (5) years of continuous service, the employee shall begin to be credited monthly with the fractional equivalent of vacation at the rate of 120 hours per year.

D. Upon completion of fourteen (14) years of continuous service, the employee shall begin to be credited with the fractional equivalent of 160 hours per year.

16.2 When a vacation period covers the usual pay date, the employee may request an advance check provided the written request is received by the Finance Department at least five (5) working days in advance of the start of their vacation.

A. The department head or his designee shall determine the number of employees, if any, who can be excused for vacation at any one time.

16.3 Vacation time may be accumulated to a maximum of one and one-half (1-1/2) times an employee's annual accrual of said vacation leave. The Finance Director shall notify employees and their department head when the employee approaches this maximum accumulation total.

16.4 If an employee who has completed six (6) months of employment resigns in good standing, retires or is discharged from employment, such employees shall be paid for all unused vacation time credited, as of his termination date. For an employee who dies after completion of six (6) months of employment, his designated beneficiary shall be paid for all unused vacation time accrued. If an employee fails to render the two week notification, he shall be deemed not to have resigned in good standing and thus he shall not be entitled to any portion of vacation pay otherwise accumulated. No other vacation will be paid in cash in lieu of vacations.

ARTICLE XVII
LONGEVITY PAY

17.1 All employees who, after July 1, 1986, have completed at least five (5) years of continuous service since their last hiring date shall be entitled to a longevity cash bonus according to the following schedule:

Employees who have completed at least the below listed <u>years of continuous service</u>	Shall receive <u>the cash bonus:</u>
5 years	\$300
10 years	\$400
15 years	\$500
20 years	\$600

For example, an employee who has completed eight (8) years of continuous service since their last hiring date shall receive longevity pay of Three Hundred (\$300) dollars and an employee who has completed thirteen (13) years of continuous service since their last hiring date shall receive longevity pay of Four Hundred (\$400) Dollars.

17.2 For purposes of this Article, continuous service shall be broken by (1) voluntary resignation, (2) discharge, or (3) retirement.

17.3 The above referred to longevity payment shall be made as soon as possible after the employee's anniversary date, but not later than 21 calendar days after the employee's anniversary date.

ARTICLE XVIII
FUNERAL LEAVE

18.1 Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate of pay for each regularly scheduled working day (Monday through Friday, excluding any of the holidays specified in Article XV, Section 15.1 of this Agreement) necessarily lost from work, not exceeding three (3) days, due to a death in their immediate family. Immediate family shall be defined as current spouse, father, mother, mother-in-law, father-in-law, step-children, grandparents, child, brother, sister, brother-in-law, sister-in-law, grandchild, step-father and step-mother. The three (3) days above referred to shall end with the day of the funeral and to be eligible for such pay the employee must attend the same. In the event the funeral takes place in excess of 500 miles from the City of Portage, additional time may be granted at the discretion of the City Manager, which decision shall not be subject to the grievance procedure.

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ARTICLE XIX
MISCELLANEOUS

19.1 Any employee shall have the right, upon written request, to see his file and to receive copies of all material placed in his personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. A written record will be maintained by the personnel staff as to what material has been furnished. Subsequent copies of the same material will be furnished to the employee at his expense.

No written reprimands shall be placed in an employee's personnel file until such employee has seen said reprimand which shall be a proper subject for the grievance procedure.

19.2 An employee may be required to reimburse all or part of the damage or repair costs, up to \$100.00, either by monetary payment or by deducting accrued Leave Time. Any reimbursement shall be conditional on the negligence of the employee involved; as determined by the Safety Committee, for the following offenses:

- A. Accidents involving City-owned vehicles.
- B. Careless operation of City vehicles.
- C. Careless use or damage of City equipment, materials or property which may necessitate the repairing thereof.
- D. Property damage, either public or private.

19.3 Savings Clause. If any Article or Section of this Agreement or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

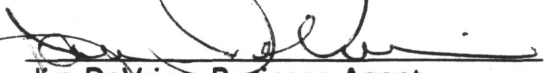
19.4 Employees shall be expected to suggest meaningful ways of improving the quality and efficiency of the department.

19.5 This Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms of provisions herein contained. The Personnel Management Plan (City Ordinances), Department of Public Services Rules and Regulations and applicable Administrative Orders of the City shall be applicable to employees within the bargaining unit unless such plan, rules or orders have been specifically limited or abrogated by the terms and conditions of this Agreement.


ARTICLE XX
DURATION

20.1 This Agreement shall remain in full force and effect until 2400 hours on the 30th day of June, 1999 and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to said 30th day of June, 1999 or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN


Jim DeVries, Business Agent
Thomas Bouma, President

CITY OF PORTAGE


Gary Brown, Mayor
James Hudson, City Clerk

APPENDIX A

Commencing July 1, 1997 to June 30, 1999

	A	B	C
Foreperson	<u>Start</u>	<u>6-12 Mos.</u>	<u>12+ Mos.</u>
Effective 7/1/97	\$33,962	\$35,660	\$37,444
Effective 7/1/98	\$34,896	\$36,640	\$38,474

- A1. Employees shall be hired at not less than the minimum of the salary range applicable to the classification to which they are assigned or promoted.
- A2. Each employee shall receive retroactive compensation for each hour worked on or after 7/1/97 until date of execution of this agreement. Hourly rates of retroactivity shall be determined as 7/1/97 rate divided by 2,080 less 6/30/97 rate divided by 2,080.

**APPENDIX B
CITY OF PORTAGE
TPOAM
DRUG AND ALCOHOL POLICY**

Purpose of Policy

The City of Portage is committed to the establishment and maintenance of a drug and alcohol free work environment. As the Streets Foremen are charged with the responsibility of supervising employees operating commercial vehicles covered under the City of Portage CDL Controlled Substances and Alcohol Policy, it is critical that standards be established and maintained to guard against substance abuse within the Streets and Equipment Department. Parameters established with this policy ensure that the Streets Foremen will retain the respect of the community and at all times maintain and protect the integrity of the Streets and Equipment Department

Policy Coverage

This policy shall be applicable to all employees of the City of Portage employed in the TPOAM bargaining unit.

Policy Content

1. Current Employees of Police Department

Employees of the Streets and Equipment Department are strictly prohibited from any statutorily defined illegal use, sale, manufacture or distribution of drugs, whether at work, or not at work, and during the entire course of their employment.

On the job drinking, possession or ingestion of alcohol, drugs, or other controlled substances without a current valid prescription, or reporting to work while under the influence of alcohol, drugs, or other controlled substances without a current valid prescription is strictly prohibited on city time, premises, or equipment.

2. Reasonable Cause Testing

If management has reasonable cause to believe, based upon observation or information, that an employee, while present on city property and/or on duty for the city, is being influenced by the use of illegal or controlled drugs or alcohol, the following procedures would be used as appropriate to the circumstance.

(A) The employee will be immediately placed on administrative leave with pay until notified of any disciplinary suspension or action resulting in cessation of pay. Promptly after placement on administrative leave, the employee will be given a hearing with the following persons present:

1. Employee;
2. Employee's Union representative, if applicable;
3. Employee's supervisor; and
4. Director of Employee Development, or designee.

(B) The facts forming the basis for reasonable cause shall be disclosed to the

4. Testing Procedures

(A) Laboratory Selection

The laboratory selected to conduct the test analysis shall be certified by the National Institute on Drug Abuse. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the city.

(B) Obtaining Urine Samples

- (1) All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the city as its testing facility. When the employee reports to the testing facility he or she must be identified prior to any sample being given.
- (2) The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
- (3) An interview with the employee prior to a confirmation test will serve to establish use of drugs currently taken under medical supervision.
- (4) Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

(C) Processing Samples

- (1) The testing or processing phase shall consist of a two-step procedure:
 - (a) Initial screening step, and
 - (b) Confirmation step.
- (2) The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
- (3) A confirmatory test shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for twelve (12) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the City's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.

- (4) If the initial screening test is positive, the confirming test shall be run by a second certified laboratory.

(D) Chain of Evidence/Storage

- (1) Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of twelve (12) months.
- (2) Each step in the collecting and processing of urine/blood specimens shall be documented to establish procedural integrity and the chain of evidence/custody.
- (3) In the event of a positive drug test, the employee shall have the option of reporting for a second test within 24 hours of the first test.

5. Drug and Alcohol Cut-Off Levels

- (A) The initial and confirmatory drug test "cut-off" levels shall be as follows:

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolite	50 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
- Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

- (B) Tests for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

6. Effect of a Confirmed Positive Drug or Alcohol Test

- (A) An employee who has a confirmed positive test for illegal or controlled drugs shall be subject to discipline up to and including discharge.
- (B) After a test showing a blood alcohol concentration of 0.04 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick or vacation leave, the time will be unpaid), and is subject to discipline up to and including discharge.
- (C) Any employee who returns to work following a confirmed positive drug or alcohol test shall be subject to unannounced follow-up testing for twelve (12) months.

7. Prescription Drug Use

An employee may possess and use a drug or controlled substance, provided such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

- (A) Should the employee's prescribing physician indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

8. Self-Recognized Substance Dependence

Should an employee recognize himself or herself to be substance dependent (including alcohol), and if he or she asks the Director of Streets and Equipment or designee for a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test), he or she will be granted a leave of absence (the employee must first exhaust his or her accrued sick leave, and may use vacation leave as part of the approved leave time) consistent with the city's FMLA policy, while under the care of a city-recognized rehabilitation program (the cost, if not covered by insurance, to be borne by the employee). Upon successfully completing the rehabilitation program, and/or upon passing an appropriate return-to-duty test, the employee will be returned to duty from said leave. After returning to duty, the employee will remain on probation for one (1) year during which time he or she must remain substance free, and will be subject to random unannounced testing at least once each three months in accordance with the testing procedures set forth in Section 5 of this policy. Should the employee test positive during the six month probation period he or she shall be subject to disciplinary action up to and including discharge.

9. Policy Implementation

This Drug and Alcohol Policy was negotiated with the express intent that the City of Portage is committed to the establishment of a drug and alcohol free work place.

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1997, by and between the CITY OF PORTAGE, hereinafter referred to as the "Employer", and the TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN (TPOAM) and the PORTAGE DEPARTMENT OF PUBLIC SERVICES FOREMEN'S ASSOCIATION, hereinafter referred to as the "Union".

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

ARTICLE I **RECOGNITION**

1.1 Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer recognizes the Technical, Professional and Officeworkers Association of Michigan as the sole and exclusive collective bargaining representative for full time foremen in the Department of Public Services, excluding Superintendents; Parks, Recreation and Property Management Foremen, all other Department of Public Services supervisory personnel; and all other employees.

1.2 The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of their race, color, creed, sex, age, marital status, nationality or political belief, nor shall the Employer or its agents, nor the Union, its agents or members discriminate against any employee because of his membership or non-membership in the Union.

1.3 The Employer will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which could violate any rights of the Union under this Agreement.

1.4 In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE II **MANAGEMENT RIGHTS**

2.1 The City Council on its own behalf and on behalf of its Electors, 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 and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

A. To determine the size of the work force and increase or decrease its size;

B. To hire new employees, to assign and lay off employees, to change the length of time of any work week or work day;

C. To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;

D. To establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;

E. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work;

F. To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement'

G. To schedule the workdays and the hours of work.

The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of the Agreement.

2.2 It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers and authority of the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City, whether or not such rights have been exercised in the past.

2.3 The City may adopt rules and regulations not in conflict with the terms of this Agreement governing the discipline, duties, and rules of conduct for the employees to follow.

ARTICLE III

REPRESENTATION

3.1 Employees covered by this Agreement shall be represented by one (1) Steward, elected or selected by the Union from employees within the bargaining unit employed by the City who have seniority.

3.2 The City shall be notified in writing of the name of the Steward before the

Steward shall be recognized by the City.

3.3 The Union shall be represented by a bargaining committee of two (2) members. The two members selected as the bargaining committee shall suffer no loss of pay from their regularly scheduled work for time necessarily spent on negotiations between the parties for a new collective bargaining agreement. The Union agrees to notify the Employer of the two designated members no later than the first bargaining session. If an alternate member is to replace one of the two regular members, then the Union agrees to notify the employee's immediate supervisor at least three (3) working days prior to the scheduled negotiations session. Compensated time "necessarily spent" shall not include preparation time in advance of the beginning of the scheduled negotiations or preparation time after negotiations have adjourned.

3.4 A non-employee representative of the Union shall be permitted to visit the City's place of business at reasonable times and for reasonable duration for the purpose of administration of this Agreement, provided, however, that such visits do not unduly interfere with the performance of employees' work. This person shall make his presence known to the department head (or designated representative) upon arriving on the premises.

ARTICLE IV **AGENCY SHOP MODIFIED**

4.1 Employees who, as of the date of execution of this Agreement are members of the Union and all present and future employees who may voluntarily join the Union shall, as a condition of their continued employment, during the life of this Agreement, remain members thereof in good standing to the extent of tendering payment of monthly Union dues uniformly required all Union members, or pay a representation fee equal to the monthly Union dues uniformly required of said members. Current employees, employees hired, rehired or reinstated into the bargaining unit shall, as a condition of their continued employment, either pay a representation fee to the Union or contribute an amount to the United Way equal to the monthly Union dues uniformly required of all Union members.

4.2 For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's Payroll Department, the Employer will deduct from their pay each month the monthly dues or fees as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose pay such deductions were made, to the Secretary/Treasurer of the TPOAM. The TPOAM agrees to indemnify and save the Employer harmless from and against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of this section.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 A grievance is defined as an alleged violation of an Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure:

5.2 Step 1. An employee who believes he has a grievance must submit his complaint orally to his immediate supervisor within twenty-four (24) hours after he has knowledge of the event or should have had knowledge of the event upon which his complaint is based. The supervisor shall give the employee a verbal answer within twenty-four (24) hours (Saturday, Sundays and holidays excluded) after the complaint has been submitted to him. It is understood and agreed employees who fail to discuss their complaint orally with their immediate supervisor shall forfeit their right to proceed to any other step in the grievance procedure and said complaint shall have been deemed withdrawn.

5.3 Step 2. To be processed under this grievance procedure, a grievance must be reduced to writing in triplicate, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the department head or his designee within five (5) regularly scheduled working days after the occurrence of the event upon which it is based. The department head or his designee shall investigate the grievance and give a written answer to the aggrieved employee within five (5) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the employee and one (1) copy retained by the department head.

5.4 Step 3. If the grievance is not resolved in Step Two, the Union may, within five (5) regularly scheduled working days after receipt of the Step Two answer submit a request for review to the City Manager. The Union should forward the request to the City Manager and attach copies of the written request to the department head (Section 3 above) and the department head's written response. The City Manager or his designee will review the problem and take appropriate action. Upon completion of his review, the City Manager shall direct a written response to the Union within two (2) weeks of the request for review.

5.5 Either party may submit the grievance to arbitration through the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then pertaining, provided such submission is made within ten (10) working days after receipt by the Union of the City Manager's response in Step Four of the grievance procedure. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement or to rule a claim for money or benefits arising under a retirement claim or dispute, but shall be limited solely to the interpretation and application of the specific

provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses of the arbitrator and agency shall be paid by whichever party is ruled against by the Arbitrator. The Employer shall bear the expenses and wages of witnesses appearing on behalf of the Employer, and the Union shall bear the expenses and wages of witnesses appearing on behalf of the Union. Not more than one grievance may be submitted to arbitration at any one time except by mutual agreement of the parties.

5.6 Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

5.7 Workdays, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

5.8 The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure.

5.9 Time limits at any step of the grievance procedure may be extended only by mutual agreement in writing between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the Union shall have the right to pursue the grievance at the next step.

5.10 The Chief Steward will be allowed the necessary time to investigate and process grievances during his regularly scheduled working day without loss of pay and while meeting with management's representatives as provided for in the grievance procedure provided he first submits a request to the department head to be excused from his work, which request must state the matter to be investigated. The request will be granted when any and all urgent or critical aspects of his job have been completed. It is understood and agreed that in the event the department head feels the Chief Steward is abusing this provision, the Business Representative will be so notified in writing and shall within thirty (30) days of such notification, respond to the City in writing the steps he has taken to correct the situation. In the event the Chief Steward continues to abuse this provision the Department shall so notify the Chief Steward and this provision will be suspended for the duration of this contract. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled working hours.

ARTICLE VI

STRIKES

6.1 Union Strikes. The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in work stoppage, slow down, strike or any other concerted activity which interferes with the operations of the Employer.

6.2 Employee Strikes. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slow down, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE VII

DISCHARGE

7.1 In the event an employee under the jurisdiction of the Union shall be discharged from his employment after the date hereof and he believes he has been unjustly discharged, he shall be allowed to discuss his discharge with his Union representative before being required to leave City property and the Union representative will not lose any pay or benefits during such discussion. Such discharge may constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the department head under Step Two of the grievance procedure within three (3) working days after such discharge.

7.2 In the event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of discharge less such compensation as he may have earned at other employment during such period.

ARTICLE VIII

SENIORITY

8.1 Seniority shall be defined for purposes of this Agreement as an employee's length of continuous service with the City since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported to work with the City, since which he has not quit, retired or been discharged.

8.2 Seniority which employees accumulate is of two (2) types:

A. Total length of continuous time served with the City in the Department of Public Services shall be known as "department seniority".

B. Except as modified elsewhere in this Agreement, total length of time served with a Foreman assignment shall be known as

"assignment seniority".

The established assignments shall be as Streets Foremen.

All assignments shall be determined by the Employer.

8.3 Layoff or reduction in grade shall be by inverse seniority within the Foreman assignment. In the event of a recall or re-promotion, the most senior laid off or reduced Foreman in his respective assignment shall be the first brought back.

8.4 The parties recognize and agree that the bumping rights of supervisors is an integral and reciprocal part in tandem with other collective bargaining units within the City. Bumping back at the request of the employees, not initiated by the City, will be executed only with the approval of the City.

8.5 All employees shall be probationary employees during their first six (6) months of employment within the bargaining unit. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him for regular employee status. During the probationary period the employee may be laid off, disciplined or dismissed from employment in the sole discretion of the Employer without regard to his length of service and without recourse to the grievance procedure.

8.6 The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

8.7 Seniority Terminated. An employee's shall terminate:

A. If he quits, retires or is discharged, which discharge is not reversed through the grievance procedure.

B. If, following a layoff for lack of work or funds, he fails or refused to notify the Employer of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer or, having notified the Employer of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.

C. If he is absent for three (3) consecutive regularly scheduled working days without notifying his immediate supervisor or department head prior to or within such three (3) day period of a justifiable reason for such absence.