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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF RIVERVIEW
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES
LOCAL NO. 1590
RIVERVIEW CITY EMPLOYEES CHAPTER
JULY 1, 1995
TO
JUNE 30, 1999

Riverview, City of

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This Agreement entered into on this 1st day of July 1996 and effective on the 1st day of July, 1995 between the City of Riverview, (hereinafter referred to as the "EMPLOYER"), and the American Federation of State, County, and Municipal Employees (AFSCME) Council No. 25 and its affiliate Local No. 1590, Riverview City Employees Chapter (hereinafter referred to as the "UNION").

Purpose and Intent. The general purpose of this Agreement is to set forth terms and conditions of employment, to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's continued success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

ARTICLE I

MANAGEMENT RIGHTS

The City of Riverview, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred 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 in this Agreement herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity, and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods, processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the workforce and increase or decrease its size; (e) to hire, assign and layoff employees, to reduce the work week or the work day or effect reductions in hours worked by employees; (f) to direct the workforce, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications and prescribe and assign duties, content and classifications, and to establish wage rates for any new or changed classifications; (h) to determine lunch, rest periods and cleanup times, the starting and quitting

time and the number of hours to be worked; (i) to establish work schedules; (j) to discipline and discharge employees for just cause; (k) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification, department or shift to another; (m) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE II

RECOGNITION

EMPLOYEES COVERED:

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment.

Section 2. The Unit shall be described as all regular employees of the City of Riverview, Department of Public Works, excluding seasonal employees, office clerical employees, supervisors as defined by the Act, and other employees.

ARTICLE III

UNION SECURITY

REQUIREMENT OF MEMBERSHIP:

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

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of employment to become a member of the Union for the duration of this Agreement, on the first working day following the completion of the sixtieth working day after the commencement of employment.

(c) The Union agrees to defend, indemnify and save harmless, the Employer, City of Riverview, from any and all claims, demands, suits and liability, including the reimbursement to the Employer

for any unemployment compensation paid by reason of action taken by the City for the purposes of complying with the provisions of this Article.

ARTICLE IV

DUES CHECK-OFF

(a) The Employer shall collect Union dues on a monthly basis from all employees within the bargaining unit that are members of the Union and who have executed the following authorization for check-off of dues.

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES TO BE PAID TO THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 1590.

I hereby request and authorize you to deduct from my earnings, once each month, an amount established by the Union as a monthly dues. The amount deducted shall be paid to the Secretary-Treasurer of Local 1590.

By: _____
PRINT: Last Name First Name Middle Name
To: _____
Employer Department

Date to Start Deduction: _____

Signed: _____

(b) The Employer shall deduct from the first pay of each month the authorized Union dues for such month and promptly remit the same to the Secretary-Treasurer of the Unit. The Employer shall be free from any liability by reason thereof to those employees whose dues are deducted. Monthly dues shall be deducted by the Employer only on receipt of a properly executed payroll deduction authorization form of the type shown above. The Employer shall continue to deduct monthly Union dues at the rate in force on the date of signing this Agreement until officially notified of a change by the Local 1590 Union Secretary-Treasurer who is the sole authorized representative of the Union for the purpose of certifying the amount of such change.

(c) The Union agrees to indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deductions so made, once they have been remitted to the Union.

(d) The Employer shall continue to deduct Union dues as specified in Section (b) of this Article unless said employee

shall terminate his/her authorization in writing to the City Manager at which time it is agreed that the Employer shall notify the Chapter Chairperson for the Union.

ARTICLE V

REPRESENTATION

NUMBER OF REPRESENTATION UNITS:

(a) There shall be a single representation unit in the City of Riverview which shall be the Department of Public Works (DPW) unless otherwise agreed by the Union and the Employer.

(b) The Unit may be redistricted by the mutual agreement of the parties..'

ARTICLE VI

STEWARDS

(a) Employees in the Unit shall be represented by one (1) steward or an alternate who shall be a regular employee and working in the City.

(b) The Chief Steward shall be afforded time during regular working hours, without loss of pay, to negotiate with the City and to process grievances. The Steward shall notify his supervisor immediately before and after each occurrence.

(c) The City shall recognize only one Chief Steward and one alternate. The Union shall be responsible to submit a written list of authorized Steward(s) to the City and to notify the City of any subsequent changes.

(d) The Union shall be responsible to notify the City of the person holding the position of Chapter Chairperson and any subsequent changes.

ARTICLE VII

PROBATIONARY EMPLOYEES

(a) New employees hired into the Unit shall be considered as probationary employees for the six (6) calendar months following and including their date of hire.

(b) The Employer may in its sole discretion and upon notification to the probationary employee and the Union Chapter Chairperson at least seven (7) days prior to the end of the six (6) month period, extend the probationary period for up to an

additional six (6) calendar months.

(c) As soon after the notification as possible, but not more than ten (10) days, the City and the Union shall discuss the reasons for such an extension, and endeavor to resolve any problems.

(d) Should a probationary employee feel an extension was unwarranted such employee will have the right to submit a written complaint on such extension to the office of the City Manager.

(e) During the period of probation, including any extension thereof, the Union shall represent the employee for purposes of wages and hours only.

(f) During and including such probationary period, the City as Employer shall have sole and absolute discretion as to whether such employee shall be retained as an employee with the City. The City may terminate the employment of such probationary employee for any reason whatsoever, exclusive of Union activity.

(g) Upon successful completion of the probationary period, including any extensions thereof, the Union shall represent the employee to the full extent of the Collective Bargaining Agreement.

ARTICLE VIII

SEASONAL AND PART-TIME EMPLOYEES

(a) The City, as Employer, shall have the discretion to hire and employ seasonal and part-time employees to perform duties within the classifications as are contained in the bargaining unit. A seasonal employee is defined as an employee ordinarily hired to assist the Employer in performing its duties during peak operational periods such as the summer vacation periods and emergency periods. A part-time employee is defined as an employee who regularly and ordinarily performs services for periods of time of less than forty (40) hours per week or less than eight (8) hours per day and whose tenure of employment is not permanent. Both seasonal and part-time employees shall supplement the regular work crew. Part-time and seasonal employees will be laid off prior to any regular full-time employee. There shall be no reduction in the number of full-time DPW employees due to the implementation of this provision.

ARTICLE IX

SENIORITY

(a) Upon completion of service as a probationary employee as defined in Article VII hereof, such employee will be entered upon the seniority list of the collective bargaining unit. Such employee's seniority will then date from his/her date of hire.

(b) Upon the effective date of this collective bargaining Agreement, and at intervals of not less than one year thereafter, the City shall post the then current seniority list of the collective bargaining unit. Such list shall include the name of the employee, his/her job title, and his/her effective date of seniority.

(c) Any and all appeals to the drafting and posting of the seniority list shall be made within thirty (30) working days after such posting and such appeals shall be subject to the grievance procedure as contained in Article XIII hereof.

(d) LOSS OF SENIORITY: An employee shall lose his/her seniority for the following reasons only:

1. He/she quits.
2. He/she is discharged and his/her discharge is not reversed through the grievance procedure as contained in Article XIII, Grievance Procedure.
3. He/she fails, without notification acceptable to the City, in writing, to report to work within forty-eight (48) hours after the commencement of his/her next scheduled working day. Upon such occurrence, the City shall notify the employee, in writing, to the employee's last known address, with a copy of such notice to the Union Chapter Chairperson, that such employee's seniority has been forfeited and his/her employment terminated.
4. He/she retires.

(e) An appeal to a determination of loss of seniority as is contained in Paragraph (d) of this Article shall commence at Step Three (3) of the Grievance Procedure hereof and shall be filed in accordance with Step Three (3), within seventy-two (72) hours after the end of the employee's last scheduled working day, or within seventy-two (72) hours after the end of the day upon which the Union Chapter Chairperson receives notification of the employee's termination, if termination is made pursuant to Paragraph (d)(3) of this Article.

ARTICLE X

DEMOTIONS

When an employee is demoted to a lower classification, he/she shall be paid at a rate which is in the approved range of the lower classifications in accordance with his/her increment step.

ARTICLE XI

PAY ADVANCE

If a regular pay day falls during an employee's vacation, he/she will receive his/her pay check in advance before going on vacation provided he/she makes a request for his/her check two (2) weeks before leaving.

ARTICLE XII

DISCHARGE AND DISCIPLINE

(a) It is the intent of the City to effect continuity in dispensing discipline.

1. In cases of suspension or discharge, the employee has the right to discuss the City's action with his/her Union representative upon City property before such employee shall be required to leave the premises of the City.
2. The Employer will issue, in writing, the reason(s) for a discharge or suspension as soon after the occurrence as possible and issue a copy to the employee and the Union. The Employer will attempt to give the employee his/her copy prior to leaving the premises. If this is not possible, it will be mailed to the employee's last known address filed with the City.
3. Oral and written reprimands or warnings shall not be subject to Step 4 (Arbitration) of the grievance procedure. In the appeal of a grievance concerning other than an oral or written reprimand or warning which is subject to arbitration, the arbitrator has no authority to review the facts or circumstances which are the basis for any oral or written reprimand or warning used in the disciplinary action that is the subject of the arbitration. However, the arbitrator may assign appropriate weight to the oral or written reprimand or warning. The entire written record concerning the oral or written reprimand or warning shall be submitted to the arbitrator.

(b) DISCHARGE: In an instance of discharge the grievance will be initiated at the third step of the grievance procedure.

(c) USE OF PAST RECORD: In imposing any discipline on a current charge, the Employer will not take into account any infractions, of a non-serious nature, which occurred more than eighteen (18) months previous, and not to take into account any infractions of a serious nature, which occurred more than twenty-four (24) months previous.

The Employer agrees to comply with all applicable State law concerning errors and omissions on job applications.

ARTICLE XIII

GRIEVANCE PROCEDURE

(a) A grievance is defined as an alleged violation of a specific Article and Section of this Agreement as they relate to members of the bargaining unit. If any such grievance arises there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following procedure:

STEP 1: An employee who feels he/she has a grievance shall discuss the matter with his/her immediate supervisor within three (3) working days from the date of occurrence in an attempt to settle same. It is urged and encouraged that these discussions be on a friendly and informal basis and that every effort be made at this point to solve the problem. However, if the grievance cannot be settled at this step, it may proceed to Step 2.

STEP 2: If the grievance is not settled at Step 1, it shall be reduced to writing, signed by the grievant and submitted to the Department Head via the Union within seven (7) working days from the occurrence of the alleged violation. The written grievance shall identify the Article and Section of the contract which the employee believes was violated, contain a specific statement of the facts as to what caused the grievance and the remedies sought by the grievant. The Department Head shall, within seven (7) working days after a written submission to him/her, submit to the Union and the grievant a written reply including his/her determination and reasons for the same.

STEP 3: A grievance not settled at Step 2 must be filed with the City Manager within ten (10) days from the Department Head's action taken on the grievance. The City Manager shall within ten (10) days after submission of the grievance to him/her submit to the Union and the grievant a written reply including his/her determination and the reasons for the same.

STEP 4: ARBITRATION: If the Union is not satisfied with the decision of the City Manager, the decision may be appealed to arbitration by notifying the City within fifteen (15) working days. The arbitration proceeding shall be conducted by an

arbitrator selected from the American Arbitration Association by the Union and the City in accordance with applicable rules and regulations of the Association:

1. An arbitrator selected shall rule only on contractual provisions set forth herein.
2. After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.
3. FINALITY OF DECISION. There shall be no appeal from the arbitration decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer.
4. Expenses of the Arbitrator's services and the proceedings shall be borne equally by the City and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. A verbatim transcript of the proceedings will be made, with the cost to be equally divided and copies furnished to both parties and the Arbitrator.

(b) GENERAL CONDITIONS: The following shall apply to the grievance procedure:

1. The Employer shall make every effort to respond in a timely fashion at each step of the grievance procedure. However, any grievance not answered within the prescribed time limit at any step will be commensurate to a denial of the remedies sought by the Union for the grievance. If this is the case, the Union may appeal to the next step of the grievance.
2. Any grievance not appealed from a decision of the Employer in one of the steps of the above procedure to the next step as prescribed shall be considered dropped and will not be subject to further appeal or consideration.
3. The term "working days" as used in the grievance procedure shall exclude Saturdays, Sundays and holidays.
4. Any grievance shall be presented within seven (7) working days of the alleged breach of the express terms and conditions of this Agreement. The City will not be required to consider any grievance which was not presented to the City seven (7) working days following the date on which the situation or incident which spawned the grievance last occurred.
5. The time limits prescribed in the grievance procedure may be extended with the mutual consent of the parties.

ARTICLE XIV

LAYOFF

The intent of this Article is to provide an efficient and workable method of reducing the Unit when the occasion demands. The City shall meet with the proper Union representatives as far in advance as possible to work the details of any reduction of employees pursuant to the following paragraphs of this Article. Should it become necessary for a layoff, the following procedure will govern:

- (a) A list of employees to be laid off will be posted for thirty (30) calendar days prior to layoff.
- (b) Probationary employees will be laid off first.
- (c) Seniority employees will be laid off in reverse order of seniority, least seniority first.
- (d) In the event of improper layoff or failure to recall an employee in accordance with his/her seniority rights, the City shall compensate the employee for all back wages, subject to mitigation, and all fringe benefits to the extent of the cost of such benefits due the employee.
- (e) The word "layoff" is defined as a reduction in working force.
- (f) No employee in the bargaining unit will be laid off or lose time or pay as the result of any movement of non-bargaining unit employees into the bargaining unit covered by this Agreement.

ARTICLE XV

RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, senior employee first. Employees may be contacted in person or by phone. However, a notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. A copy is to be sent to the Union Chapter Chairperson at the same time.

If an employee fails to report for work, within seven (7) days from the date of mailing of the notice of recall, he/she shall be considered a quit.

Questions on extensions will be subject to a special conference.

ARTICLE XVI

PROMOTIONS AND TEMPORARY ASSIGNMENTS

(a) PROMOTIONS: A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. Promotions can occur within the bargaining unit or outside the bargaining unit. When a promotional vacancy within the bargaining unit occurs, the vacancy shall be posted immediately on all Union bulletin boards and shall remain posted for a period of five (5) days. The posted vacancy notice shall incorporate the following:

1. Job Title.
 2. Shift.
 3. Prerequisite qualifications to perform the job.
- (1) Qualifications for promotions within the bargaining unit shall be determined by the Employer and shall be related to the specific job to be filled. If the Union feels that qualifications for the position within the bargaining unit are unreasonable, the Union shall have the right to protest through the grievance procedure.
 - (2) For promotions within the bargaining unit, the successful qualified senior bidder will be awarded the position. In the event the senior applicant is denied the promotion, the reasons for the denial shall be given in writing to the employee and the Union. If the reasons provided are not acceptable to the Union, the denial shall be subject to the grievance procedure.
 - (3) An employee promoted within the bargaining unit shall fill that position with the understanding that for the first thirty (30) working days it may be a temporary position, subject to all employees involved being restored to their former positions, if the employee who was awarded the position is removed or rejects the position. During the trial period, the employees will receive the rate of pay for the job they are performing, according to the pay schedule.
 - (4) If an employee is promoted to a position outside the bargaining unit, he/she shall have a forty-five (45) day trial period in his/her new position without losing any seniority within the bargaining unit from which he/she came. If the employee remains in the new position longer than the forty-five (45) day trial period, he/she can return to the bargaining unit if there is a vacancy with frozen seniority from the date of such promotion for a period not to exceed one (1) year.

(b) TEMPORARY ASSIGNMENTS: Temporary assignments for the purpose of filling vacancies of employees, for whatever reason,

will be assigned to the senior employee who meets the requirements for such jobs. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Employees required to work in a higher classification shall be paid the rate of the higher classification for the full period of time assigned to such position.

ARTICLE XVII

HOURS OF WORK

(a) HOURS: The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty (30) minute lunch period.

(b) WORK DAYS: Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day.

(c) WORK WEEK: The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive, except the City may establish a work week, other than outlined above. If the need arises, any new work week which may be established will require a fifteen (15) day prior notice. Seniority employees may volunteer for any such shift in a new work week.

(d) WORK SHIFT: Eight (8) consecutive hours of work shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

(1) In the event of an emergency or other unforeseen circumstances, the City Manager or Department Head can waive the fifteen (15) day notice as herein set forth. Any such change shall be for the duration of the emergency or unforeseen situation only.

(e) WORK SCHEDULES: Work schedules showing the employee shifts, work days and hours shall be posted on all department bulletin boards and updated, at least every fifteen (15) days. Any disagreement on schedule changes or new schedules shall be subject for special conference.

(f) SHIFT DIFFERENTIAL: A shift differential of twenty cents (\$.20) per hour in addition to the regular rate will be paid for all hours worked to employees who are assigned to any shift other than the regular day shift.

(g) TARDINESS: Each employee shall be permitted to be late by a period not to exceed five (5) minutes, three times in any one (1) calendar year. An employee shall not be considered late who punches the time clock at 8:00 a.m. or the equivalent hour of his/her appropriate starting time.

ARTICLE XVIII

WAGE CLASSIFICATION

While employed by the City, each regular full-time employee is designated as being in a wage classification. Each classification level carries minimum and maximum rates of pay with a provision for increases according to the schedule; (see attached Appendices B, C, and D & E). No employee shall be paid less than the minimum, nor more than the maximum rate for his/her assigned classification. The classification schedule will be regulated as follows:

- (1) All new employees shall be paid the minimum rate for the classification for which he/she is hired unless it is mutually agreed between the Union and the Employer that he/she should be hired at a higher rate. Disputes shall be settled at a special conference.
- (2) Wage increases during an employee's first three (3) years of service in a particular classification shall be made in the amounts and at the intervals provided for in the classification schedule; (see the attached Appendices B, C, D and E). Increases subsequent to the employee's first three (3) years of service in a particular classification shall be limited to the maximum rate for that classification and shall be automatic every six (6) months through Step D.
- (3) After a period of six (6) months from the date of original appointment, an employee shall receive the first salary increases applicable to his/her classification. Further, increases shall be by successive steps of the schedule until the maximum rate is reached, (see Appendices B, C, D and E), which normally covers a period of three (3) years. Pay increases may be granted by the City Manager more frequently than the schedule will allow when recommended by the Department Head in writing, and when the employee's exceptional qualifications or performance or his/her unusual employment conditions make such action desirable. The amount of increase, however, would be indicated in the step schedule.
- (4) When an employee is promoted or he/she is re-classified upward, he/she shall receive the minimum rate for the new classification. If said minimum is less than his/her former rate, he/she shall be paid at the next increment step above his/her former rate.
- (5) When a new classification is to be established within the Unit, the Employer shall notify the Union prior to establishing a classification and rate structure. When a new classification is to be established within the Unit, the City will notify the Union of the classification, qualification for the position and the rate structure. Any dispute by the Union will be subject to a special conference.

ARTICLE XIX

NO STRIKE

(a) The Union officers or staff will not cause or authorize or encourage its members to cause, nor will any member of the bargaining unit take part in, any strike, sitdown, stay-in or slow down, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the terms of this Agreement unless otherwise specified by law.

(b) In the event of work stoppage, or other curtailment, the Union officers (Chapter Chairperson and/or Chapter Secretary) shall within twenty-four (24) hours notify the involved employee(s) to immediately cease the offending conduct and that they are in violation of the Agreement. Said notice shall be in writing with a copy to the City. In the event of failure of the Union officers to provide this notification, the same may be provided by the City.

(c) The City shall have the right to discipline any employee who participates in or gives leadership to any activity prohibited by this Article in disregard of notification provided for above, or to any officer of the Union who fails to provide notification, as stated above.

(d) No lockout of employees shall be instituted by the city during the term of this Agreement.

ARTICLE XX

MEAL PERIODS

(a) All employees will receive a one-half (1/2) hour lunch break to be taken at the middle of each regular work shift whenever possible.

(b) On overtime employees will receive sufficient time to eat every four (4) hours whenever possible.

(c) All employees shall eat on the job site, unless otherwise specified in paragraph (1 c) below, and shall be permitted five (5) minutes wash up time. (This means five (5) minutes wash up time and a thirty (30) minute lunch period, for a total of thirty-five (35) minutes). The employee shall be back on the job thereafter.

(1 c) The sewer crew may take their lunch period at the D.P.W. garage. Absence from the work site for lunch shall not exceed forty-five (45) minutes including travel time, wash up time and lunch.

(d) All employees shall have ten (10) minutes wash up time at the end of the day. No employee shall arrive at the D.P.W. garage more than ten (10) minutes prior to quitting time unless authorized by the appropriate supervisor. Parking and report writing shall be included in the wash up time.

ARTICLE XX A

MEAL TICKETS

(a) The purpose of a meal ticket is to compensate a worker who doesn't have a prior opportunity to prepare a meal for work during unscheduled overtime hours and shall be compensated as follows:

1. Continuation of shift meal ticket

A meal ticket shall be furnished to any employee who is requested to and does work two (2) hours beyond his/her regular quitting time. The employee shall be furnished an additional meal ticket every five (5) hours thereafter while he/she continues to work.

2. Call out for emergencies or unforeseen circumstances meal ticket

Employees who are called out after his/her regular quitting time shall be furnished a meal ticket after he/she works two (2) hours. The employee shall be furnished an additional meal ticket every five (5) hours thereafter he/she continues to work.

3. Employees shall be reimbursed \$4.00 (four dollars and no cents) per meal ticket.

ARTICLE XXI

BREAK PERIODS

(a) In addition to the meal periods as set forth in Article XX hereof and within the eight (8) hour period expressly in Article XVII hereof, each employee shall be allowed a fifteen (15) minute break period in the first half of his/her eight (8) hour shift and a fifteen (15) minute break period in the last one-half (1/2) of his/her eight (8) hour shift. The scheduling of such break periods shall be consistent with efficient operation of the Department and shall not be abused either by the City or the members of the Unit.

(b) Unless extenuating circumstances prove otherwise, employees shall not leave the job site unless prior approval has been received from his/her immediate supervisor.

(c) In any instance, where a crew and/or individual employees leave their equipment or job for a "break", and leaves that equipment or job in a condition or manner that contributes or directly results in damage or destruction of the equipment or other property, public or privately owned, such employee will be subject to disciplinary action.

ARTICLE XXII

HOLIDAYS

(a) The following are designated as paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Good Friday	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Employee's Birthday

(b) Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

(c) To qualify for holiday pay, the employee must report for work on his/her regularly scheduled work days immediately before and after his/her scheduled holiday, unless he/she is on vacation or is otherwise excused by his/her supervisor, with this exception: That holiday pay will not apply to the employee who is on extended leave of absence of one (1) week or more in which the holiday falls.

(d) If an employee terminated his/her employment, he/she will not receive pay for a holiday occurring after the last day worked even though the holiday may fall within the period of his/her projected terminal vacation leave.

(e) The employee may reschedule his/her birthday holiday with the workweek in which it occurs, provided that he/she gives a minimum of seven (7) days notice to the Employer.

ARTICLE XXIII

OVERTIME

Should it be necessary, in the interest of emergency or efficiency, employees shall work overtime hours as shall be required by the Employer. In cases of emergency, employees will return to duty when requested by the City Manager or Department Head.

(1) Overtime shall be defined as all hours worked by an employee over eight (8) hours in a normal work day and all time worked over forty (40) hours in any normal work week.

(2) Each employee is expected to complete a definite assignment even if it requires additional hours over the work day or work week.

(2a) Continuation of shift overtime will be worked by the crew performing the job during the regular shift. If a member of the crew is unable to remain, the continuation of overtime list* will prevail. If no one has signed this list the least senior qualified employee will be required to work.

*Each morning before 8:00 a.m. employees will be given the opportunity to sign up for continuation overtime and the employee with least amount of overtime hours on this list will be used if continuation of overtime is necessary.

(3) No outside employment will be allowed without permission of the City Manager and then only in cases where it does not interfere with the employee's availability for City work and overtime.

(4) SUPERVISORY WORK: Supervisors will not perform work on an overtime basis which displaces an employee from such overtime.

(5) An employee must work the day before and the day after any holiday in order to receive holiday pay unless he/she is on a paid, approved leave; sick, vacation, etc. If employee calls in sick the day before or the day after a holiday he/she must bring in a doctor's slip.

(6) An employee on vacation leave will not be scheduled for overtime duty unless he/she volunteers to be available for overtime duty.

EQUALIZATION OF OVERTIME

To the extent possible, the City will endeavor to equalize the overtime.

The distribution of overtime shall be equalized over each 12 (twelve) month period beginning upon ratification of this agreement. The overtime list will be established by seniority.

After the seniority list has been exhausted a new list will be established by overtime hours. Employees with the least amount of overtime hours and qualified for job shall be called first.

If an employee cannot be reached he/she will be charged with the number of hours worked to complete job.

All hours worked by an employee while on call out stand-by will not be calculated as overtime hours for the overtime list.

An updated overtime list will be posted in the D.P.W. garage on a regular work day within forty-eight (48) hours of hours worked or by 4:00 p.m. of the next regular work day.

OVERTIME COMPENSATION

(1) One and one-half (1-1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per normal work day and for all time worked in excess of forty (40) hours per week.

- (a) For the sixth (6th) day - one and one-half (1-1/2) times regular hourly rate.
- (b) For the seventh (7th) day - two (2) times regular hourly rate.
- (c) Holiday work two and one-half (2-1/2) times regular hourly rate providing the employee has already worked forty (40) hours.

Time charged to paid sick leave and holidays, except as provided by (2) below shall be included in the computation of an employee's forty (40) hour week.

(2) When a holiday specified in Article XXIII occurs on any day for which overtime would not otherwise be paid, the hours actually worked on such holidays shall be compensated for at one and one-half (1-1/2) times the regular hourly rate but shall not be counted as hours worked in determining overtime under the provisions of Paragraph (1) above of this Article. Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision: They shall not be counted as hours worked in determining overtime under the same or any other provision.

ARTICLE XXIV

STAND-BY, CALL OUT AND CALL OUT TIME PAY

- (A) STAND-BY, FOR CALL OUT: The Director of the Department of Public Works may assign up to four (4) employees to stand by duty from the roster of Department of Public Works hourly personnel for seven (7) consecutive days Monday through Sunday. Employees to be selected will be the most senior and the least senior followed by the next most senior and the next least senior. When the Employer determines it is necessary to implement stand-by assignments it will do so provided the employees have no less than twenty-four (24) hours advance notice.

Notwithstanding the above, the Union shall recommend to the Employer a stand-by schedule that provides for the needs of the service. If the Employer accepts the Union's recommendations, then the affected employee shall be barred from filing a grievance on the stand-by schedule.

- (B) When the Employer plans on having the stand-by in effect for weeks at a time it shall post a monthly schedule of employees on stand-by and when they are scheduled. Once the roster is established no employees will be required to be on stand-by until all employees have had their turn in rotation. Employees may request trades which will be subject to approval/disapproval of the Director of the Department of Public Works or his/her designee.
- (C) Stand-by time commences at quitting time (4:00 p.m.) and ceases at starting time (8:00 a.m.) weekdays. On weekends, stand-by time commences at 4:00 p.m. Friday to 8:00 a.m. Monday.

1. Employees who become ill during their stand-by time shall have their stand-by pay pro-rated. The employee who replaces the ill employee on stand-by shall receive pro-rated stand-by pay for the days they are assigned.

2. If an employee is unable to work their stand-by due to an illness and/or injury the following shall occur:

- (a) If the Employer is notified after regular working hours, the stand-by will be assigned

to the first qualified employee contacted by inverse seniority.

- (b) If the Employer is notified during regular working hours, the Employer will ask for a qualified volunteer by seniority.
- (c) If no employee volunteers, the replacement employee will be assigned from two separate lists of available operators and non-operators, using inverse seniority in each instance.
- (d) The replacement employee will then be on stand-by until the disabled stand-by employee returns or until the following Monday at 8:00 a.m. except as set forth in last sentence of Section (b) above.
- (e) The absent stand-by employee will work, day-for-day (forced trade), for the replacement employee when the replacement employee is next scheduled for stand-by and be paid on a pro-rated basis for the days worked. Except in the event that the forced trade interferes with the scheduled leave of the employee, then the employee shall work the replacement employee's next available stand-by. If and when the stand-by schedule is concluded, any unresolved forced trades shall be forfeited.
- (f) An employee on vacation leave will not be called out for duty unless he/she volunteers to be available for call out.

3. In the event that the employee fails to notify the Employer of his/her illness and cannot work when called, his/her entire stand-by pay will be forfeited for that stand-by period. Additionally, an employee on stand-by who fails to respond when called will forfeit one (1) sick leave day or one (1) bonus vacation day for each day missed. Such determination to be at the discretion of the Director of the Department of Public Works.

4. CALL OUT TIME: A bargaining unit member called to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours at straight time rate of pay; plus, all hours worked shall be paid at the appropriate premium rate.

5. The Employer shall pay the sum of ninety and no/100ths dollars (\$90.00) per week for each person assigned to stand-by status. If a person serving on stand-by for call outs is called out for any reason, he/she shall be paid for all hours worked at the appropriate premium rate.

ARTICLE XXV

COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate, and minus any and all compensation earned in any other employment and shall be subject to mitigation in accordance with the law of the State of Michigan. Further, in no event shall the responsibility of the City for unpaid fringe benefits exceed the cost of the actual fringe benefits had the employee been continuously employed.

ARTICLE XXVI

SICK LEAVE

(a) SICK LEAVE: Sick leave shall be defined as personal illness of the employee due to infectious disease, contagious disease, organic defect and mental disorders. Sick leave shall also include a physical disability caused as a result of an accidental injury. Sick leave shall be used for no other purpose unless specifically authorized by the provisions of this Agreement.

(b) All regular full-time employees shall be eligible to receive and accumulate sick leave benefits as provided by this Article. In no event shall probationary or part-time employees be eligible for such benefits.

(c) All eligible employees shall commence earning sick leave on the first day after the conclusion of their probationary period and shall earn one (1) day sick leave for each completed month of service, to a maximum of twelve (12) days per year.

(d) No sick leave credits shall be earned during a leave of absence without pay, nor shall an employee receive sick leave benefits for injuries sustained on any other gainful employment.

(e) The amount of sick leave charged to any employee shall be equal to the number of regularly scheduled hours he/she would otherwise have worked during his/her absence on such leave.

(f) PROCEDURE: To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor or his/her Department Head prior to or within one hour after the time set for the beginning of his/her daily schedule. When an employee has accumulated a total of five (5) separate absences within a twelve (12) month period, he/she may be required to furnish the Department Head or Supervisor with a physician's certificate for each subsequent absence. Failure to provide such certificate shall be construed as an abuse of sick leave. When an absence is for more than three (3) days, the employee shall be required to file a physician's certificate.

(g) When an employee uses five (5) or less sick days in a fiscal year, he/she is entitled to three (3) bonus days off. These may be added to the employee's vacation provided: 1. It does not interfere with another employee's vacation; 2. The Department Head is notified twenty-four (24) hours in advance that the employee wants to use his/her bonus time. However, the Employer agrees that the employee, if he/she has bonus time available, may use one (1) such day for any reason whatsoever, provided that the employee gives at least twenty-four (24) hours notice to the Employer. The employee may use this bonus day with less than twenty-four (24) hours notice with the approval of the Employer.

- (1) In no case may the employee be paid for bonus time in lieu of taking bonus days off, unless denied his/her bonus days by the Department Head in the benefit of the City service when Paragraph (b) above has been complied with.
- (2) EMPLOYEES HIRED BEFORE FEBRUARY 1, 1992: Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year limited to one hundred twenty (120) days for retirement or death; unlimited for sickness. If sickness occurs in the last year of service before retirement or death, time used shall be from the first one hundred twenty (120) accumulated days. For purposes of this Section, retirement shall mean separation from the City with a one hundred percent (100%) vested pension benefit (ten (10) or more years of credited service) and entitled to an immediate pension.
- (3) EMPLOYEES HIRED AFTER FEBRUARY 1, 1992: Employees hired after February 1, 1992 shall not receive any pay-out of sick leave upon separation from the City service.

ARTICLE XXVII

LIFE INSURANCE

Section A. The City shall provide for each employee fully paid Group Term Life Insurance in the amount of Fifteen Thousand (\$15,000.00) Dollars. The City shall also provide and pay the full cost of Five Thousand (\$5,000.00) Dollars Group Term Life Insurance for all retired employees. For purposes of this Article, retirement shall mean separation from the City with a one hundred percent (100%) vested pension benefit (ten (10) or more years of credited service) and entitled to an immediate pension.

Section B. All employees represented under this Agreement shall receive copies of policies for amounts specified in contract or riders.

ARTICLE XXVIII

WORKER'S COMPENSATION AND LIGHT DUTY FRINGE BENEFITS

Section A. ON THE JOB INJURY: Each employee will be covered by the applicable Worker's Compensation Laws, and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his/her Worker's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his/her regular weekly income based on forty (40) hours for a period not to exceed nine (9) months. Any employee covered under

this Article will turn over to the City any monies received from the Worker's Compensation carrier. Effective July 1, 1982, retirement benefits will be reduced by the amount of Worker's Compensation being drawn.

Section B. LIGHT DUTY FRINGE BENEFIT POLICY: Due to a duty extended injury or illness, a unit member may perform light duty work on a temporary basis if the following conditions are met:

- (1) Light duty work is available.
- (2) A medical opinion (two, if necessary) that permits light duty work.
- (3) The employee is capable of performing the work.

The purpose of light duty work is to allow the employee to return to work and rehabilitate at the same time. Light duty work on a temporary basis will be offered when available in ninety (90) day increments with extensions to a maximum of one (1) year. All extensions shall be at the discretion of the City Manager. If the employee is permanently unable to perform the duties of his/her position, an attempt will be made to place the individual within the department, if medically qualified. If no position is available, the City will attempt to assign the employee to a vacancy within the City, if the employee is qualified and medically able to fill the vacancy. If the employee is not placed in any of the above positions or he/she elects not to fill a vacancy, the employee shall be retired according to the Retirement Ordinance then in effect by the City. This policy will in no way supersede the Retirement Ordinance.

If an employee has an extended injury or illness, duty related, and is unable to return to work, the employee shall receive for nine (9) months from the date of injury, illness or reoccurrence after recovery, whether continuous or not, base wage and fringe benefits that include longevity pay, health insurance, life insurance, dental insurance, optical insurance, and holiday pay, but shall exclude all other fringe benefits.

Following completion of the nine (9) months period mentioned above, an employee who continues off work, shall continue to be provided by the City, benefits that include health, life, dental, and optical insurances and longevity for another three (3) month period, but shall exclude all other fringe benefits.

After twelve (12) months, the employee will continue to receive health and life insurance for an additional three (3) month period, but not to exceed fifteen (15) months totally.

ARTICLE XXIX

HOSPITALIZATION AND MEDICAL INSURANCE

Section A. HOSPITALIZATION, DENTAL AND OPTICAL. The Employer will provide hospitalization and medical insurance for full-time employees, their spouses and children eighteen (18) years of age and under for the following programs incorporated in this section:

1. Blue Cross/Blue Shield Master Medical, MVF 1 (Option 2) together with a Prudent Purchaser Arrangement entitled Blue's Preferred Plan together with the following rider options:

- A. Drug Rider with \$3.00 Co-Pay and Generic Drug Equivalent.
- B.. Second Surgical Opinion Program.
- C. Foot Surgery Predetermination Program.
- D. BC/BS Prevent Program.
- E. BC/BS Same Day Surgery Program.

This section shall cover the spouse and children eighteen (18) years of age and under for retired and deceased employees until such time as the spouse remarries.

2. It is hereby agreed that the City retains the right to select alternate insurance plans provided:

- a) The benefits are substantially equivalent to or better than Blue Cross/Blue Shield Master Medical Option 2 with the Prudent Purchaser Option entitled the Blue's Preferred Plan with the \$3.00 drug rider and other options outlined above.
- b) That the Union is notified no less than ninety (90) calendar days prior to the planned implementation with representatives from the carriers involved.
- c) In the event of a dispute over whether such plans provide substantially the same benefits, the parties shall agree to submit said dispute directly to an expedited arbitration process. Such arbitration shall be completed through the American Arbitration Association the same as provided elsewhere in this Agreement except that the selection process, hearing and brief requirements shall be completed no more than forty-five (45) days following submission, if possible. The Arbitrator shall rule on the case within fifteen (15) days of the hearing.
- d) The City further agrees that the Blue Cross/Blue Shield Preferred Provider Option Program will not be implemented in this unit as an individual group, but will be implemented only in conjunction with another city bargaining unit or group of employees.

3. The employee shall abide by the City's Duplicate Health Care Coverage Policy referenced in Appendix A.

4. Cooperative Service Plan V Optical Program. The Employer further agrees that on the effective date of this Agreement, or as soon thereafter as the carrier will allow, provide to retirees covered by this Agreement, the optical program then in effect in this unit.

5. A dental program will go into effect for Class I and II benefits with a fifty percent (50%) employee co-payment of claims up to a maximum carrier coverage of eight hundred dollars (\$800.00) per year.

Section B. NON-DUTY TERM DISABILITY. The City will provide short term disability insurance for employees. The insurance payments will be for approximately sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the employee's base wage and will continue for a period of six (6) months. If an employee has more than thirty (30) days of accumulated sick leave, he/she has the option of drawing on the insurance benefits after the thirtieth day of continuous illness or expending more of his/her accumulated sick leave. The employee shall receive fringe benefits which include longevity pay, health insurance, life insurance, dental insurance, optical insurance, and holiday pay but shall exclude all other fringe benefits. All fringe benefits as specified above shall be continued for the six (6) month period of time during which the employee receives his/her non-duty disability payments.

Section C. RETIREE HEALTH CARE. The City shall continue to cover retirees under the current health plan provided for herein, and shall contribute to the premium therefor to the extent of four percent (4%) of the premium for each year of service rendered to the City by the employee to a maximum of one hundred percent (100%) of the premium. The employee shall be responsible for the balance and shall pay it to the City in a manner prescribed by the City Treasurer. Employees of the City on the date of ratification of this Agreement shall have the option of taking the premium payment in cash and waiving all claims to insurance benefits. In the event the employee elects this option, the Employer shall make the premium payment to the employee in one lump sum at a time and date to be determined by the City Treasurer in the exercise of good business practice. Employees retiring on disability pensions shall receive full health care coverage at the City's cost unless the employee is injured in the course of outside employment.

Section D. For purposes of this Article, retirement shall mean separation from the City with a one hundred percent (100%) vested pension benefit (ten (10) or more years of credited service) and entitled to an immediate pension.

ARTICLE XXX

VACATION LEAVE

Section A. The time at which an employee shall take his/her vacation shall be scheduled by the Department Head with due regard for the needs of the service.

1. ELIGIBILITY: All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits within the limits prescribed herein.
2. LENGTH: Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by any employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until he/she shall have completed six (6) months of service at which time he/she will be credited with the number of hours in his/her standard work week.

Section B. COMPUTATION OF BENEFITS. The maximum amount of vacation leave earned per year for each regular full-time employee shall be as follows:

1. Twice the number of hours in the employee's standard work week (80 hours exclusive of overtime) at the time such leave is taken. After completion of five (5) years of service to the City, the employee shall be permitted vacation leave equal to three (3) times the standard work week (120 hours). After completion of ten (10) years or more of service to the City, the employee shall be permitted vacation leave equal to four (4) times the standard work week (160 hours).
2. It is the intent of this Article to provide a full eighty (80) hour vacation period for all regular employees each year, or in case of those eligible employees, a full one hundred-twenty (120) hour vacation period, or a full one hundred-sixty (160) hour vacation period.
3. Vacation leave shall be computed from the first full working day of the employee. If a paid holiday falls within the vacation period, an extra day (8 hours) will be allowed except as specified in Article VII.
4. The amount of vacation leave charged to an employee during his/her leave shall be equal to the number of regularly scheduled hours he/she would have worked during his/her absence on such leave. Vacation shall be charged against an employee in not less than one of his/her work day units.
5. Vacation leave may be accumulated beyond the amount that can be earned in any one (1) year as described, but not

to exceed five (5) weeks (200 hours).

6. If an employee leaves the service of the City before completing six (6) months of work, he/she will receive no vacation pay. An employee who has served over six (6) months shall be paid for any unused vacation due him/her when he/she leaves the City service.
7. The employee must take his/her vacation. However, the Employer, at its discretion, may pay vacation if deemed in the best interest of the City. If the Employer denies the employee the use of his/her vacation during the fiscal year or if the employee is unable to take his/her vacation due to a prolonged duty disability, the Employer, at its option, shall reschedule the employee's vacation, carryover the vacation to be used in the following fiscal year, or pay the employee for his/her vacation in lieu of time off.

Section C. Scheduling of vacations shall be in the months of April and May and shall be scheduled as follows:

1. During the first week of April, the Department Head will contact the employees in the Department to establish a vacation schedule. This will be done by posting a vacation scheduling plan on the City bulletin board located in the Department of Public Works Garage area.
2. The Department Head will then, in the first week of May, start the scheduling of vacations according to seniority. The employee with the greatest seniority will be allowed first choice of vacation time. His/Her first choice shall consist of a minimum of five (5) consecutive days or as much of his/her entire vacation allotment for the entire year as long as:
 - A. He/She must use his/her vacation in five (5) day increments, Monday through Friday;
 - B. Any paid holiday(s) may be used to make up a five (5) day increment of vacation time;
 - C. For each choice, time must be taken in consecutive five (5) day increments or multiples thereof;
 - D. If an employee wishes to split his/her vacation time, he/she must hold his/her second choice until all employees (in seniority rotation) in the Department have scheduled their vacations during the period specified above (April and May).

The same procedures shall be repeated until all vacation leave is scheduled. If an employee does not report (employees on leave may phone in their request) before

4:00 p.m. on their posted scheduling date, their right to choose will be forfeited until the next posted round.

3. During the scheduling process, no employee shall be allowed to change his/her previous selection(s) until the entire scheduling procedure is completed.
4. An employee when requesting to change his/her vacation, must do so in writing to the Department Head at least twenty-four (24) hours or one (1) calendar day in advance of the time that his/her vacation is scheduled to begin. He/she must then within twenty-four (24) hours re-schedule his/her vacation following the guidelines of this article.
5. Any employee may reserve a total of five (5) vacation days that may be used in increments of less than five (5) days, but not less than one (1) day. Said days may be used with the approval of the Department Head, by giving written notice at least twenty-four (24) hours in advance of the time that the vacation is scheduled to begin.
6. At no time will more than two (2) Utility Servicemen be allowed off on vacation leave at the same time without the approval of the Department Head. No more than one (1) Mechanic will be allowed off on vacation leave at the same time without the approval of the Department Head.
7. All vacation time for each employee must be scheduled according to the above procedures before June 1st of each year except as specified in Section C.5 and C.4 of this article.
8. Employee requests for vacation leave and changes which are submitted to the Employer within the first one-half (1/2) hour of the employee's regular shift will be responded to by the end of the shift.

Section D. An employee's vacation will begin at 4:00 p.m. the workday before his/her vacation is scheduled to begin and end at 8:00 a.m. of the workday he/she is scheduled to return to duty.

ARTICLE XXXI

FUNERAL LEAVE

Section A. A maximum of three (3) days funeral leave time with pay shall be granted for attendance at funerals of an employee's immediate family. Immediate family shall be interpreted as including: wife or husband, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, grandparents or grandchildren.

Section B. An employee may attend the funeral of a person not listed above in Section A, only with the specific permission of the Employer. The employee may use up to one-half (1/2) day of leave to attend said funeral, except that a longer period may be

authorized by the Employer.

The employee may use vacation or bonus time or may take leave at no pay. In the event that the employee has no vacation or bonus leave time, then the employee may use sick leave, provided that the sick leave will be counted against the bonus leave time calculation in Article XXVI(g), or the employee may take leave at no pay.

ARTICLE XXXII

LONGEVITY PAY

All regular full-time employees in the bargaining unit in the active service of the City, shall be entitled to a longevity bonus for prescribed length of service with the City as indicated in the following rules and schedule of payment:

1. Longevity pay shall be based on full-time, continuous service, following the completion of five (5) years of such service and continuing in subsequent years of service, each employee shall receive annual longevity payments as provided in the schedule. Longevity payments will be prorated on a monthly basis upon an employee's separation from the City's service.
2. The longevity plan as adopted shall include all full-time employees of the bargaining unit and shall be computed as follows:

Upon completion of five (5) years of service, the employee shall receive fifty dollars (\$50.00). For each additional year of service, the employee shall receive an additional fifty dollars (\$50.00) to a maximum of five hundred dollars (\$500.00).

3. Employees who become eligible to receive longevity pay shall receive such longevity increment on the first pay period following the anniversary date in which the said employee became eligible and on the first pay period after the anniversary date thereafter until separation from the City service.

ARTICLE XXXIII

RETIREMENT

Section A. MEMBERSHIP: Each bargaining unit member, after six (6) months service with the City, must become a member of the City's Retirement System.

Section B. PENSION CHANGES: Prior to the adoption of

pension ordinance changes by the City Council, the bargaining unit will have an opportunity to review all changes; and no changes will be made that will have an adverse effect on employee contributions and/or pension benefits.

Section C. NORMAL RETIREMENT CONVERSION: An employee receiving a duty disability pension from the City, pursuant to the City Ordinances in such cases made and provided, shall be automatically converted from a disability pension to a normal retirement pension upon reaching the age and service requirements established by the City Retirement Ordinance. Furthermore, the City shall have the option of offsetting the pension by the amount of Worker's Compensation being received, if any, or in the alternative offsetting any Worker's Compensation being received by the amount of the pension in accordance with the statutory formula in effect on the date of the ratification of this Agreement.

Section D. FINAL AVERAGE EARNINGS: For purposes of retirement, final average earnings shall be defined as base wage, longevity, overtime, and personal, sick, bonus, holidays and vacation days taken during the year, but excluding all lump sum payouts of accumulated benefits made at the time of retirement.

Section E. EXPLANATION AND COORDINATION OF BENEFITS: Upon request by the employee at the time of retirement, the City shall schedule a meeting between the appropriate administrative officials and the prospective retiree for purposes of discussing the kind and nature of fringe benefits the retiree will receive and an explanation thereof.

ARTICLE XXXIII (a)

BENEFIT OFFSET FOR RETIREES

There will be an offset of health insurance benefits for retired employees in that the City will not provide hospitalization coverage to a retired employee who is covered under a similar or superior health plan. When coverage ceases for the retired employee under the other health plan, the City would then resume coverage for the retired employee as defined in Article XXIX of this Agreement.

Retirees will respond to the City Manager's Office every six (6) months in regard to their employment status and health care benefits they are receiving other than from the City. Failure to respond to the City's notice within sixty (60) days from the date of the notice will be cause for termination of the City's health benefits.

If the City does not receive a response from the retiree within twenty-five (25) days, the City will send the second notice to the retiree. All notices to the retiree will be by certified mail.

ARTICLE XXXIV

RESIGNATION

Section A. Any employee who desires to resign must present his/her resignation in writing to his/her Department Head or the City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to file such proper notice may forfeit all leave benefits accrued under this Agreement.

Section B. Any employee failing to give two (2) weeks notice shall be considered discharged.

ARTICLE XXXV

JURY DUTY AND WITNESS FEES

An employee who serves on Jury Duty will be paid the difference between his/her pay for jury duty and his/her regular pay. This section shall apply to an employee subpoenaed to testify in a criminal or civil action not instituted by the employee or his/her immediate family and where the employee is not subpoenaed to testify against the City of Riverview.

ARTICLE XXXVI

UNPAID LEAVES OF ABSENCE

The Employer may in its discretion grant unpaid leaves of absence for periods of time, and upon such terms and conditions as it deems proper, in the following situations:

1. MILITARY LEAVE: An employee participating in any enforced military service prior to July 1, 1979, as an active reserve and who is obligated to attend a two (2) week summer reserve program, shall be paid at the rate of one-half (1/2) his/her gross weekly pay for such two week period unless otherwise specified by law.
2. ILLNESS LEAVE: The leave shall be for a reasonable period not to exceed ninety (90) calendar days and will be without loss of seniority.
3. CHILD CARE LEAVE: In the event that female personnel become employed by the City, it is stipulated that such leave will be negotiated during this Agreement term.

ARTICLE XXXVII

LEAVE FOR UNION BUSINESS

1. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive a temporary leave of absence without pay for period not to exceed two (2) years or the term of office, whichever is shorter, and upon written notification shall be re-employed in the first available opening, and with accumulated seniority.

2. Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, may be allowed time off to attend such conventions or conferences.

ARTICLE XXXVIII

TRAVEL AND TRAINING

(a) Employees required by the Employer to attend an educational function outside his/her regular work shift shall be reimbursed the actual cost of all meals up to a maximum of twenty dollars (\$20.00) per day and reasonable costs for hotels, cab fares, etc., upon presentation of proper receipts.

The Employer shall reimburse employees who use their private vehicles, mileage in accordance with the travel policies set forth in the City of Riverview Purchasing Manual as amended by the Riverview City Council, but not less than the rate of twenty cents (\$.20) per mile; or coach air fare on a regularly scheduled commercial airline, whichever is less.

Any training assigned by the Employer, will be paid by the Employer including materials and textbooks. Time spent while at Employer assigned training will be compensated in accordance with the Fair Labor Standards Act (FLSA).

(b) Upon execution of this Agreement, the City will pay the cost of approved work-related or Employer-mandated licenses and certifications. The City will pay the cost and allow time off for approved work-related physical examinations or inoculations mandated by law or by the Employer.

ARTICLE XXXIX

UNION BULLETIN BOARDS

The Union shall be provided with a suitable bulletin board to be located in the D.P.W. Building for the posting of Union notices.

ARTICLE XL

SAFETY COMMITTEE

A Safety Committee of employee and Employer representatives is hereby established. The Committee will include two (2) officers of the Local Union, who are employees of the City, and two (2) representatives of the Employer who shall meet at least once per month at a mutually agreeable time for resolving safety matters.

ARTICLE XLI

UNIFORMS

Section A. The City will provide work uniforms for employees in the Department of Public Works through a rental service plan. Type of uniform and number of uniform changes per week, per employee to be determined, as needed, by the Employer (uniform to be worn only during working hours). Protective clothing as required will be furnished free of charge by Employer. The City will provide eleven (11) uniforms as needed.

Section B. The wearing of OSHA-approved safety boots shall be mandatory. Beginning July 1, 1993, the City agrees to annually reimburse each employee up to fifty dollars (\$50.00) for the purchase of OSHA-approved safety boots. The employee must provide the purchase receipt to the City. "OSHA-approved" shall mean the boots shall have, at a minimum, a steel toe and shank, have the manufacturer's name or trademark, and have a certificate of compliance with the USA Z41.1

Section C. The Union shall advise the City on the selection of the carrier that provides uniforms as described in this Article.

ARTICLE XLII

SPECIAL CONFERENCES

Special conferences for important matters may be arranged between the Union Chapter Chairperson and the Employer or its representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by the representatives of Council 25 or representatives of the International Union.

ARTICLE XLIII

SUPPLEMENTAL AGREEMENTS

Section A. All supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within the period of ten (10) days following the finish of the negotiations.

Section B. The terms and conditions of this Agreement shall remain in full force and effect for the duration of this Agreement and until such time as a new Agreement is reached. This Agreement shall constitute the total of negotiations and neither party shall be obligated to open this Agreement for negotiations on any matter included in or omitted from this Agreement, unless both parties mutually agree to do so.

ARTICLE XLIV

WAIVER

This Agreement constitutes the entire Agreement of the parties and is arrived at after full and complete negotiations on all issues. Each party acknowledges that they have had a full opportunity to raise and discuss all issues of interest between the parties. No Agreement, understanding or practice which is in conflict with, varies or alters, or in any way modifies the terms of this Agreement shall be binding upon parties. Further, no alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such Agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other Agreement and understandings heretofore existing.

ARTICLE XLV

TERMINATION AND MODIFICATION


This Agreement incorporates all agreements and resolves all issues between the parties, and shall continue in full force and effect until 11:59 p.m. on the 30th day of June, 1999.

1. If either party desires to terminate this Agreement, it shall, at least sixty (60) days prior to the aforesaid termination date, but not more than ninety (90) days before, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

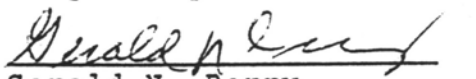
2. If either party desires to modify or change this Agreement, it shall, at least sixty (60) days prior to the date but not more than ninety (90) days before, give written notice of the amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.
3. NOTICE OF TERMINATION OR MODIFICATION: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the AFSCME Local 1590 Riverview City Employees Chapter Chairperson, and AFSCME Michigan Council 25 President, 23855 Northwestern Highway, Southfield, Michigan 48075; and if the Employer, addressed to the City Manager, City of Riverview, 14100 Civic Park Drive, Riverview, Michigan 48192-7689; or to any such address as the Union or the Employer may make available to each other.


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

FOR THE CITY OF RIVERVIEW

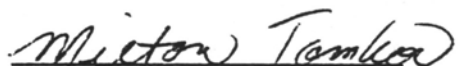

Tim Durand
Mayor

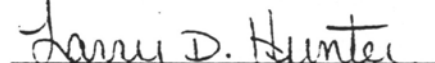

Robert C. Elliott
City Manager

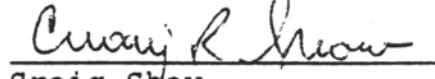

Gerald N. Perry
Director of Public Works


Judith A. Corns
Deputy Director of Public Works

FOR AFSCME LOCAL 1590


Milt Tambor
AFSCME Mich. Council 25


Larry Hunter
Chapter Chairperson


Craig Shaw
AFSCME Local 1590

APPENDIX A

DUPLICATE HEALTH CARE COVERAGE POLICY

It is hereby declared to be the policy of the City of Riverview that duplicate health care coverage is both inefficient and uneconomical. To avoid duplication of coverage, the City shall require all employees to disclose to the Office of the City Manager the existence of all health care coverage available to the employee. Such disclosure shall include the following information and shall be on a form provided by the Office of the City Manager, a copy of which will be provided to the Union Chapter Chairperson:

1. The name of the alternative health care provider.
2. The contract number.
3. The name of the individual through whom the insurance is available.
4. The name of that individual's employer, if applicable.
5. Any other information deemed necessary by the City.

In the event that the employee has alternative health care insurance coverage available which is substantially equal or better than that provided by the City, the employee shall be required to make an election of coverage from the following options:

1. The employee may elect to receive single member coverage from the City of Riverview on the same terms and conditions it is provided to other members of the employee's applicable bargaining unit. In the event that the employee elects this coverage, then and in that instance, the employee shall be required to provide evidence that he/she has dropped the alternative health care coverage available to the employee.
2. If the employee elects to maintain the alternative coverage, the City of Riverview agrees to pay said employee an amount of money equivalent to one-half the premium for single member coverage under the then current health plan in effect in the employee's applicable bargaining unit.
3. In no event shall the employee be permitted to maintain both alternative health care coverage and the coverage provided to the employee pursuant to the applicable collective bargaining agreement.

Any employee failing to comply with the disclosure provisions of this policy shall be notified of such failure and given ten (10) days in which to make such disclosure. The ten (10) day period may be extended by the city manager or his/her designee for good cause shown. Failure to make disclosure within the ten (10) day period, or the period as extended by the city manager or his/her designee shall result in the termination of health care coverage

as provided by the City. Such termination of coverage shall continue until such time as the employee complies with the disclosure requirement. The city manager will notify the employee of the decision to terminate health care insurance coverage. The reinstatement of insurance coverage, if appropriate, shall be subject to the eligibility requirements of the insurance carrier.

An employee whose coverage has been terminated pursuant to the provisions of this policy shall have the right to appeal in accordance with the grievance procedure in his/her applicable collective bargaining agreement.

APPENDIX B

CLASSIFICATION AND WAGE SCHEDULE

Effective July 1, 1995

	A	B	C	D	E	F
Utility Serviceman	\$14.71	\$14.84	\$15.02	\$15.20	\$15.40	\$15.59
Mechanic B	\$14.81	\$14.98	\$15.12	\$15.33	\$15.55	\$15.69
Mechanic	\$15.48	\$15.63	\$15.79	\$15.98	\$16.19	\$16.35
Utility Serviceman Sub-Foreman	\$15.03	\$15.19	\$15.35	\$15.55	\$15.74	\$15.93
Utility Serviceman Electrician						\$17.35
Utility Serviceman Plumber						\$17.35
Utility Serviceman H.V.A.C.						\$17.35

The rates listed in Appendices B, C, D and E shall be automatic every six (6) months through Step D. When an employee attains the D step, he/she may proceed to Step E and F, when certified as being qualified to operate all equipment in his/her respective job classification.

APPENDIX C

CLASSIFICATION AND WAGE SCHEDULE

Effective July 1, 1996

	A	B	C	D	E	F
Utility Serviceman	\$15.15	\$15.28	\$15.47	\$15.66	\$15.86	\$16.06
Mechanic B	\$15.25	\$15.43	\$15.57	\$15.79	\$16.02	\$16.16
Mechanic	\$15.94	\$16.10	\$16.26	\$16.46	\$16.68	\$16.84
Utility Serviceman Sub-Foreman	\$15.48	\$15.65	\$15.81	\$16.02	\$16.21	\$16.41
Utility Serviceman Electrician						\$17.87
Utility Serviceman Plumber						\$17.87
Utility Serviceman H.V.A.C.						\$17.87

The rates listed in Appendices B, C, D and E shall be automatic every six (6) months through Step D. When an employee attains the D step, he/she may proceed to Step E and F, when certified as being qualified to operate all equipment in his/her respective job classification.

The rates for anyone who does prepare and/or does apply pesticides, fungicides, and etc. (those chemicals requiring a State of Michigan license) shall be an additional \$.25/hr. while assigned to this work.

APPENDIX D

CLASSIFICATION AND WAGE SCHEDULE

Effective July 1, 1997

	A	B	C	D	E	F
Utility Serviceman	\$15.60	\$15.74	\$15.93	\$16.13	\$16.34	\$16.54
Mechanic B	\$15.71	\$15.89	\$16.04	\$16.26	\$16.50	\$16.64
Mechanic	\$16.42	\$16.58	\$16.75	\$16.95	\$17.18	\$17.35
Utility Serviceman Sub-Foreman	\$15.94	\$16.12	\$16.28	\$16.50	\$16.70	\$16.90
Utility Serviceman Electrician						\$18.41
Utility Serviceman Plumber						\$18.41
Utility Serviceman H.V.A.C.						\$18.41

The rates listed in Appendices B, C, D and E shall be automatic every six (6) months through Step D. When an employee attains the D step, he/she may proceed to Step E and F, when certified as being qualified to operate all equipment in his/her respective job classification.

The rates for anyone who does prepare and/or does apply pesticides, fungicides, and etc. (those chemicals requiring a State of Michigan license) shall be an additional \$.25/hr. while assigned to this work.

APPENDIX E

CLASSIFICATION AND WAGE SCHEDULE

Effective July 1, 1998

	A	B	C	D	E	F
Utility Serviceman	\$16.07	\$16.21	\$16.41	\$16.61	\$16.83	\$17.03
Mechanic B	\$16.18	\$16.37	\$16.52	\$16.75	\$17.00	\$17.14
Mechanic	\$16.91	\$17.08	\$17.25	\$17.46	\$17.70	\$17.87
Utility Serviceman Sub-Foreman	\$16.42	\$16.60	\$16.77	\$17.00	\$17.20	\$17.41
Utility Serviceman Electrician						\$18.96
Utility Serviceman Plumber						\$18.96
Utility Serviceman H.V.A.C.						\$18.96

The rates listed in Appendices B, C, D and E shall be automatic every six (6) months through Step D. When an employee attains the D step, he/she may proceed to Step E and F, when certified as being qualified to operate all equipment in his/her respective job classification.

The rates for anyone who does prepare and/or does apply pesticides, fungicides, and etc. (those chemicals requiring a State of Michigan license) shall be an additional \$.25/hr. while assigned to this work.

POLICY/PROCEDURE STATEMENT

ALCOHOL AND CONTROLLED SUBSTANCE TESTING

Policy: It is the policy of the City of Riverview to perform municipal operations and provide service to the public in an environment free from alcohol misuse and any illegal use of controlled substances. This policy intends to promote the safety and health of the employees of the City and the residents of the community and is promulgated under 49CFR 382.601 et. seq.

I. INTRODUCTION

This statement is prepared in response to the statutory provision of the Michigan Motor Carrier Safety Act (PA 339 of 1990, MCL 480.11) and the Omnibus Transportation Employee Testing Act of 1991, (The Act) as contained in the United State Code at 49 U.S.C. 161a et. seq. & 49 U.S.C. 31306, et. seq.

On February 15, 1994, final rules which implement this Act were issued by a number of various federal agencies, to include the Department of Transportation and Federal Highway Administration. (49 CFR, Part 382 & 383)

The Act required any commercial motor vehicle operator who is subject to the commercial driver's license (CDL) requirement to be tested for alcohol and controlled substances. Such program testing shall commence no later than January 1996 for employer with 50 (fifty) or less employees.

II. All employees subject to this policy shall be free from misuse of alcohol and illegal use of drugs as follows:

- (1) All time at the employer facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- (2) All time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All driving time for the city of Riverview spent at the driving controls of a commercial motor vehicle in operation;
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- (5) All time loading or unloading a vehicle, supervisor, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time repairing, obtaining assistance, or remaining in attendance

upon disabled vehicle;

- (7) All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by part 382 or part 391, subpart H of 49CFR, whichever is applicable, when directed by an employer;
- (8) Performing any other work in the capacity of, or in the employ or service of, a common, contract or private motor carrier; and
- (9) Performing any compensated work for any non-motor carrier entity.

III. *ALCOHOL TESTING PROGRAM REQUIREMENT*

- A. The new Department of Transportation rules prohibit alcohol misuse that could affect performance of a safety-related function. This prohibition extends to:
 - * Use of alcohol on the job
 - * Use of alcohol during the four hours before the performance of a function involving a vehicle
 - * Having prohibited concentrations of alcohol in the system while performing functions involving a vehicle
 - * Exhibiting behavior and/or appearance characteristic of alcohol misuse or an adverse effect on the employee's ability to perform due to alcohol misuse while performing functions involving a vehicle
 - * Use of alcohol for a specified period following an accident involving a covered employee or until the covered employee undergoes a post-accident test (whichever occurs first)
 - * Refusal to submit to a required test
- B. Generally, six types of alcohol concentrate tests are required:
 1. Pre-employment: applies to both new employees and current employees who transfer to a position requiring a Commercial Drivers License.
 2. Post-accident: to be administered within two hours of a covered accident (involving bodily injury, loss of human

life and/or receipt of citation under State or local law for a moving traffic violation arising from accident).

3. Random: to be conducted not less than quarterly during a calendar year of at least 25% of the average number of CDL employees. Such testing shall be done while performing safety sensitive functions, or immediately before or after performing duties.
 4. Reasonable suspicion: must be based on a specific and contemporaneous observation concerning the appearance, behavior, speech of the employee. Also applicable to covered employee violating misuse rule.
 5. Return to duty: must be administered for an individual who has violated any of the alcohol misuse rules, alcohol concentration of less than 0.02 as required before returning to a safety sensitive function.
 6. Follow-up testing: employee is subject to a minimum of six (6) follow-up tests over the first twelve (12) months following a return to duty.
- C. All time spent in complying with the federal regulation for alcohol or controlled substance testing procedures including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. The employer will provide a vehicle or transport the employee to and from the testing site, and, if necessary, make arrangements for the employee to get home. Testing of the controlled substance "split specimen" shall be at the employee's expense.

Employees who exercise the option of having the split sample tested pursuant to the applicable drug protocol may use accrued paid leave as provided by the collective bargaining agreement while waiting for the results from the split sample test. If the split sample testing result is negative, such paid leave and testing expenses shall be restored to the employee.

- D. Testing procedures require both a screening and a confirmation test by a trained Breath Alcohol Technician using an Evidential Breathing Testing (EBT) Device.

Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered "negative". No further testing is authorized. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted.

- E. Testing site and testing procedures shall be administered by Seaway

Occupational Health Center, 5450 Fort Street, Trenton, Michigan. Standards for testing, privacy and confidentiality of results shall be adhered to.

- F. All information related to testing shall be provided by Seaway Hospital directly to Director of Department of Public Works, City of Riverview, and such information shall be private and confidential, maintained in a secure manner designed to prevent disclosure to unauthorized individuals.
- G. The employer will make all reasonable efforts to afford employees the right to union representation whenever an employee is directed to submit to an alcohol or controlled substance test for reasonable suspicion.
- H. Alcohol Program Record Retention Requirements: In general, the City must maintain records of its alcohol misuse prevention program in a secure location with controlled access for certain periods of five (5) years, two (2) years, and one (1) year as identified in the attached.

IV. ***CONTROLLED SUBSTANCES TESTING PROGRAM REQUIREMENTS***

- A. Use of controlled substances, other than as prescribed by a physician, is prohibited. Testing for the use of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) will be conducted.

Specimens may only be used for the covered drugs and the specimen may not be used to conduct any other analysis or test.

If an employee is currently using a medication that impairs driving abilities or the employee believes the medication may impair his/her driving abilities, the employee must report such use to his/her supervisor immediately upon reporting for work. If requested by the supervisor, the employee shall provide documentation from a medical doctor of his/her ability to drive.

The testing is a two stage process. First, a screening test is performed. If it is positive for one or more of the drugs, then a confirmation test is performed for each identified drug using state of the art gas chromatography/mass spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over the counter medications or preparations are not reported as positive results.

- B. Testing, as defined in Section II (B), will be undertaken in order to comply with federal requirements:
 - 1. Pre-employment
 - 2. Post-accident
 - 3. Random
 - 4. Reasonable suspicion
 - 5. Return to duty
 - 6. Follow-up testing

- C. Random testing shall be undertaken for not less than 50% of the average number of CDL employees.
- D. As in III (E) - Site/Procedures
- E. As in III (F) - Information Handling
- F. Controlled Substances Program Record Retention: In general, the City is required to maintain records of its controlled substances program in a secure location with controlled access for certain periods of five (5) years, two (2) years, and one (1) year, as identified in the attached.

V. ***CONSEQUENCES FOR VIOLATION OF THE ALCOHOL OR CONTROLLED SUBSTANCES MISUSE RULES***

- A. Removal from Safety-Sensitive Functions. All jobs at the Riverview Department of Public Works are deemed to be safety sensitive.

(49 CFR 382.501)

The City will not permit any covered employee to drive a commercial motor vehicle if the individual has engaged in conduct prohibited by the FHWA alcohol or controlled substances rules until he or she is evaluated return-to-duty alcohol test with a result of less than 0.02 and/or controlled substances test with a verified negative result.

- B. Other Alcohol-Related Conduct

(49CFR 392.505)

The City will not permit a covered employee who is found to have an alcohol concentration of 0.02 to 0.039 to drive a commercial motor vehicle (or continue to perform any other regulated safety sensitive functions) until the start of the individual's next regularly scheduled duty period, but not less than 24 hours following administration of the test. An employee may use accrued paid leave as provided by the collective bargaining agreement, if applicable.

- C. Refusal to submit to, or otherwise avoidance of, testing for either Alcohol or Controlled Substances shall result in the termination of the employee.

An employee who is required to undergo substance abuse treatment that will cause the employee to be absent from work may use any or all sick leave, vacation, and bonus days he/she may have accumulated but will not continue to accrue such leave during his/her absence.

D. Refusal to submit to a Post-Accident Test Involving a Fatal Accident:

A driver who refuses to submit, or fails, a post-accident test following a fatal accident will be terminated by the City and further disqualified by the State from driving a commercial motor vehicle for a period of one year.

E. Disciplinary action of an employee who is tested on a random basis, for pre-employment or post-accident, as a CDL operator, and such test reveals: a) either illegal use of controlled substances, or b) has an alcohol level of 0.04 and above shall be as follows:

1st Occurrence

- * Be removed from his/her position immediately and suspended without pay as well as no accumulation of any benefits for ten (10) days.
- * A meeting will be held with the employee, along with his/her Union representative, and the employee will be offered assistance through a substance abuse program, to be paid for at the employee's expense, or through insurance program benefits, if available.
- * If the employee refuses to participate in the substance abuse program, the employee will be suspended without pay or benefits pending termination.
- * An employee may be entitled to utilize accumulated sick and/or vacation leave for required periods of time off.
- * Before returning to work, the employee will be required to pass an alcohol and/or controlled substance test, receiving the Medical Review Officer's approval. The decision by the Medical Review Officer to administer a return to work test shall be final and binding.
- * After returning to work, if the employee fails to pass a subsequent test during the follow-up testing period of twelve (12) months, or a random test within a period of 5 (five) years from the date the employee first failed to pass a random test, the next disciplinary action step will be administered:

2nd Occurrence

- * Termination in accordance with the provisions of the Collective Bargaining Agreement and established procedures.

1. Collection log books
2. Documents relating to the random selection process
3. Documents generated in connection with decisions to administer reasonable suspicion controlled substances test
4. Documents generated in connection with decision on post-accident controlled substances testing
5. MRO documents verifying the existence of a medical explanation of the inability of a covered employee to provide an adequate urine sample

* All records related to supervisor and, where applicable, employee training as follows:

1. Training materials on controlled substances use awareness, including a copy of the City's policy on prohibited controlled substance use
2. The names of covered employees attending training on prohibited controlled substances use and the dates and times of such training
3. Documentation of training provided to supervisors for the purpose of qualifying the supervisors to make a determination concerning the need for controlled substances testing based on reasonable suspicion
4. Certification that any training conducted under the rules of any DOT OA complies with such training requirements

2. Alcohol Testing

* Records related to collection process (except calibration of EBTs) and training

C. One Year Retention Requirement

1. Controlled Substances

* Records of negative and canceled controlled substances test results

2. Alcohol Testing

* Records of all test results indicating an alcohol concentration of less than 0.02

Types of Record that must be maintained

Collection Process Record

- * Collection log books
- * Documents relating to the random selection process, breath alcohol technician training, decisions to administer reasonable suspicion alcohol tests, decision on post-accident test
- * Calibration documentation for EBTs