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AGREEMENT

Between

CITY OF EAST JORDAN

And

**TEAMSTERS STATE, COUNTY AND MUNICIPAL
WORKERS LOCAL 214**

DPW UNIT

East Jordan, City of

Effective April 1, 1998 through June 30, 2001

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THIS AGREEMENT, is entered into this 1st day of April, 1998, by and between the CITY OF EAST JORDAN, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the "Union."

The general purpose of this Agreement is to set forth the salaries, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the Community. Recognizing that the interest of the community and the job security of the employees depend upon the continuance of the rendering of proper services in an efficient manner to the community, the Employer and the Union, for and in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I

RECOGNITION

Section 1. Bargaining Unit Defined

Pursuant to and in accordance with Act 379, Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive bargaining representative for all of its mechanics, equipment operators, plant operators, treatment plant operators, and laborers; but EXCLUDING park caretakers, police department employees, fire department employees, clerical employees, seasonal employees, Elm Point Caretaker, transfer station employees, cemetery employees, supervisors, and all other employees.

- a) Should, at any time, the number of active full-time bargaining unit employees be less than seven (7), the Cemetery Sexton duties shall be performed by a bargaining unit employee.
- b) Seasonal employees shall be defined as those employees hired to work for not more than one hundred eighty (180) days in any calendar year. Seasonal employees shall not be used to replace bargaining unit employees.

Section 2. Non-Discrimination

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

Section 3. Rights to Manage Exclusively in the Employer

The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively in the Employer.

Section 4. Union Activity Prohibited During Work Hours

The Union agrees that except as provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours.

Section 5. Gender Definition

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

ARTICLE II
MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer will honor all terms of this Agreement. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all responsibilities and powers of authority.

The Employer reserves the right to discipline and discharge for just cause. The Employer reserves the right to layoff for lack of work or funds; or the occurrence of conditions beyond the control of the Employer. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job descriptions or the classification specifications.

ARTICLE III
UNION RIGHTS

Section 1. Use of Bargaining Unit Employees

The Employer agrees to use bargaining unit employees to perform work normally done by bargaining unit employees except as provided for elsewhere in this Agreement or under emergency conditions as defined in this Agreement.

Section 2. Classification Removal Prohibited

A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

Section 3 Violation of Union Rights

Any alleged violation of Union rights in Article III, is subject to an immediate hearing of the Grievance Panel, Step 3.

ARTICLE IV
STRIKES AND LOCKOUTS

Section 1. No Strike/No Lockout.

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

Section 2. Discipline or Discharge to Employees Engaging in Work Stoppage

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether the employee engaged in such proscribed activity will be a proper subject for the grievance procedure.

ARTICLE V
UNION SECURITY

Section 1. Membership.

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

- a) Membership in the Union is separate, apart and distinct from the assumption by one of his or her equal obligation to the extent that he or she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit

fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his or her own way and assume his or her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

- b) In accordance with the policy set forth under paragraphs 1 and 2 of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For new employees, the payment shall start thirty-one (31) days following the date of employment.
- c) Any employee who chooses not to become a member of the Union shall, as a condition of employment, thirty-one (31) days from his/her date of hire, or thirty-one (31) days from the effective date of this Agreement, whichever is later, be required to pay to the Union, a representation fee to be established by the Union in accordance with applicable law (P.A. 390), and certified to the Employer by the Union. Such representation fee for the first month shall be in an amount equal to the Union's regular and usual initiation fee and the

monthly dues, and for such month thereafter, in an amount equal to the regular and usual monthly dues. Should any employee, for any reason, fail to sign a dues or service fee authorization slip, the Union may request, at its sole discretion, that said dues or service fee owed under said agreement be deducted by the Employer from the employee's paycheck pursuant to State law, without such authorization slip being signed.

Section 2. Deduction of Dues.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of the Union, provided, however, that the Union presents to the Employer, authorizations signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- b) Monthly agency fees, Union dues and initiation fees will be deducted by the Employer and transmitted to the Union as prescribed above.

Section 3. Save Harmless Clause

The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this Provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

ARTICLE VI
PROBATIONARY PERIOD

Section 1. Terms of Probation

All new employees shall be probationary employees until they have completed twelve (12) months of service, since his or her "last hiring date", with the Employer. It is understood and agreed, the probationary period may be extended by mutual agreement between the parties hereto. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he or she has not quit, retired, or been discharged. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to his own satisfaction, whether the employee has the ability and other attributes which will qualify him or her for regular employee status. During the probationary period an employee may be laid off, disciplined, or dismissed from employment without regard to his or her length of service and without recourse to the grievance procedure.

- a) Upon signing of this Agreement, all employees covered by this Agreement shall be required to reside within ten (10) miles from the corner of Main and Mill Streets, East Jordan, MI. Present employees who live outside the ten (10) mile radius of the Main and Mill Street intersection may continue to do so. New hires shall be given a reasonable period of time after completion of his/her probationary period to establish residency within the stated ten (10) mile radius.
- b) It is understood and agreed that new employees shall be required to conform to the requirement as set forth above within six (6) months following the completion of his or her probationary period.

Section 2. Transfer to Different Job Classification

When an employee is promoted or transferred to a different job classification within the bargaining unit, he or she shall be on job probation in the new job classification into which he or she is promoted or transferred for a period of six (6) consecutive months. The purpose of the job probation is to give the Employer an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom any time he or she demonstrates, in the discretion of the Employer, that he or she is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall return to the last previous job classification he or she had permanently occupied.

Section 3. Transfer to Job Classification Outside Bargaining Unit

If an employee is promoted or transferred to a job classification outside the bargaining unit and is removed therefrom within a period of one (1) year from the date of hire, the employee shall return to the last previous job classification he or she permanently occupied within the bargaining unit. If an employee is removed after the one (1) year period, he or she shall have no right to return to the unit. If an employee is removed by discharge he or she shall have no right to return to the unit.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Grievance Defined

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. No employee shall be reprimanded or otherwise disciplined except for just cause.

Section 2. Grievance Procedures

FIRST STEP: If an employee has a grievance he or she shall, within three (3) working days of the occurrence of the grievance or when he or she became knowledgeable of the grievance or the facts upon which the grievance is based, first attempt to resolve it by verbally discussing it with his or her immediate supervisor. Should the immediate supervisor not be available the employee may first discuss the matter with the City Administrator. The immediate supervisor, or City Administrator, shall answer the employee's verbal grievance within three (3) working days of such discussion with the employee. If he or she is unable to resolve the grievance in this manner, then he or she shall reduce it to writing and submit it to his or her immediate supervisor within five (5) working days after the supervisor's oral answer. The City Administrator or his or her designate, shall give a written answer to the aggrieved employee within five (5) working days after the receipt of the written grievance. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one (1) copy by the Employer.

SECOND STEP: If the grievance has not been settled in the First Step and if it is to be appealed to the Second Step, the grievant and his or her Union Steward or his or her designated representative shall notify the City Administrator in writing, five (5) working days after receipt of the First Step answer of the desire to appeal. If such written request is made, the City Administrator, or someone by him designated, shall meet with the grievant and Union representative within seven (7) working days after receipt of request to consider the grievance. The City Administrator or his or her designated representative shall give a written answer to the aggrieved employee and his or her Union representative within seven (7) working days after the date of this meeting. If the answer is satisfactory, the

grievant shall so indicate on the form and sign it, with two (2) copies of the grievance thus settled retained by the Union and one (1) by the Employer.

THIRD STEP: If the grievance has not been resolved in the foregoing steps either the Employer or the Union shall, within seven (7) calendar days after the Second Step answer has been received, have the right to process the grievance to the appeal board as set forth below:

- a) The appeal board for the Employer shall consist of the City Administrator and/or a designated representative selected by the Employer, and the Union's representative selected by the Union and a Mediator appointed by the Michigan State Employment Relations Commission. The appeal board shall meet within fourteen (14) calendar days after receipt of the above appeal notice by the non-moving party and shall render a decision within seven (7) calendar days following such meeting, which decision, provided it is unanimous, shall be final and binding upon the parties to this Agreement.
- b) In the event the appeal board above described is unable to arrive at a unanimous decision, the Union may submit the grievance to arbitration through the Federal Mediation and Conciliation Services in accordance with its rules and regulations, provided such submission is made within fifteen (15) calendar days after receipt by the Union and the Employer of the appeal board's decision in Step Three of the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of

an arbitrator, in his or her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be shared equally by Employer and the Union. The expenses and wages of witnesses and representatives of the Union shall be borne by the Union and the expenses and wages of witnesses and representatives of the Employer shall be borne by the Employer.

Section 3. Grievance Time Limits.

The time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Union fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure, provided, however, that nothing contained herein shall be construed so as to automatically refer a grievance to the appeal board or to the arbitration step of the grievance procedure.

Section 4. Step Two Meeting Time

Meetings provided for in the Second Step of the grievance procedure shall start not later than 4:00 p.m., on the day for which they are scheduled.

Section 5. Notice of Union's Grievance Representative

The Employer shall be promptly informed in writing as to the membership

of the Union's grievance representatives and any changes therein.

Section 6. Grievance Working Days Defined

Working days shall be defined as those days which are scheduled for work between Monday and Friday, both inclusive, excluding any holidays recognized pursuant to this Agreement.

Section 7. Union Representative's Rights in Grievance Procedures

A Union representative shall suffer no loss of pay from his or her regularly scheduled work for time necessarily spent investigating and meeting with management representatives in the processing of grievances as provided for in this grievance procedure. However, the Union representative shall first obtain permission from his or her supervisor prior to leaving his or her duty station to investigate and/or process grievances, recognizing that the urgent aspects of the job have first priority. It is understood and agreed that the supervisor shall not unreasonably deny the Union representative the necessary time off.

ARTICLE VIII

DISCIPLINE

Section 1. Right to Discuss Discharge or Discipline with Union Representative

The Employer agrees it shall not discharge or discipline any employee without just cause from and after the date hereof. In the event an employee covered by the terms of this agreement is suspended from work for disciplinary reasons or is discharged from his or her employment, and the employee believes he or she has been unjustly suspended or discharged, he or she shall be allowed to discuss his or her suspension or discharge with his or her Union representative before being required to leave the Employer's property. Such suspension or discharge may constitute a case arising under the grievance procedure, providing a written grievance with respect thereto is presented to the City Administrator

pursuant to Step Two of the grievance procedure within three (3) working days after such discharge or after the start of such suspension.

Section 2. Unjustly Discharged/Suspended: Reinstatement

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

ARTICLE IX

LEAVES OF ABSENCE

Section 1. Unpaid Personal Leave

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

Section 2. Medical Leave

An employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence without pay and without loss of seniority for not to exceed one (1) year provided he or she promptly notified the Employer of the necessity therefore and provided further, that he or she supplies the Employer with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when the same is requested by the Employer.

Section 3. Military Leave

A regular employee who enters the military service of the United States by

draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4. Armed Services Reserve Leave

Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his or her orders.

Section 5. Bereavement Leave

Employees who at the time have completed their probationary period shall receive eight (8) hours of pay at their regular straight time hourly rate for each regularly scheduled working day necessarily lost from work, not exceeding three (3) days due to a death in their immediate family. Immediate family shall be defined as current spouse father, mother, mother-in-law, father-in-law, brother-in-law, sister-in-law, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, step parents and step children.

Section 6. Written Request

Leaves of absence referred to in this Article must be applied for in writing by the employee and approved in writing by the City Administrator in order to preserve the employee's job rights during such leave.

Section 7. Jury Duty Leave

Should any employee be called to serve on jury duty the employee will not suffer a loss of pay and shall receive his/her regular pay for all time required for such jury duty service which occurs during the employee's regular working hours provided:

- a) the employee shall give the Employer a copy of the written notice concerning such jury duty as soon as the employee receives same from the court.
- b) the employee shall submit to the Employer all moneys, less expense reimbursement, that the employee received for serving on jury duty.
- c) the employee will be required to return to work if he/she is released from jury duty in sufficient time to return to work with two (2) or more hours remaining in the work day.
- d) that said jury duty service is actually performed.

ARTICLE X

SICK LEAVE

Section 1. Banking

Each employee shall have the option of retaining not more than twenty-five (25) days of his or her sick leave for future use. The Employer shall have no obligation to purchase any sick leave that may be subsequently banked by an employee.

Section 2. Sick Leave Credit and Cashout

January 1 of each year all regular full-time employees shall be credited with eight (8) sick leave days. Employees may use these sick leave days, and those banked from the preceding year pursuant to Section 4 of this Article.

Effective with the first pay period in January of each year, regular full-time employees will have the option for all unused sick leave that was credited to him/her in that calendar year of:

- a) Placing those days into his/her sick leave bank, provided the bank will not exceed twenty-five (25) days; and/or
- b) Having the Employer pay him/her for those days not placed in the bank, at the rate of one-half (1/2) his/her regular rate of pay.

Section 3. Sickness and Accident Insurance

The Employer shall provide a sickness and accident insurance plan for all regular full-time employees. This insurance plan shall provide, at a minimum, the employee with up to fifty-two (52) weeks of coverage and a payment of seventy (70%) per cent of his or her regular gross weekly salary. These payments shall be effective on the first day of an accident or injury and on the eighth day of illness.

Section 4. Use of Sick Leave

In order to qualify for sick leave payments, the employee must report to his or her supervisor, or his or her supervisor's designated representative, not later than one (1) hour before his or her normal starting time on the first day of absence. If, in the judgment of the Employer, circumstances surrounding the absence made such reporting impossible, such report may be made as soon hereafter as possible.

- a) Employees shall be required to provide a doctor's verification of illness at the third consecutive day of any illness. The Employer shall have the right to require the employee to furnish a doctor's verification attesting to the necessity for the absence, on the first day of the absence, if the Employer has reason to believe that the employee is abusing the sick leave provision. The doctor's verification must state the cause for such absence, confirm the necessity therefore, and, before the employee resumes his or her normal duties, must state that the employee is physically able to return to and perform his or her job duties.
- b) An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including dismissal depending upon the circumstances involved.
- c) Nothing herein contained shall be construed so as to allow employees to collect sick leave pay and sickness and accident

insurance benefits at the same time.

Section 5. Worker's Compensation and S/A Insurance Supplement

Qualified employees, subject to the provisions set forth in this Article, shall be eligible for Employer paid sick leave from and to the extent of their pre-credited unused sick leave credits in the following situations:

- a) When an employee's absence from work is due to an illness or injury which is not related to work, provided such illness or injury was not attributable to causes stemming from his or her employment or work in the service of another employer while employed by the Employer.
- b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his or her employment with the Employer which is compensable under the Worker's Compensation Act. After the first day of such absence he or she shall be entitled to utilize his or her unused paid sick leave credits to make up the difference between the amount of daily benefits to which he or she is entitled under such Act, if any, and the amount of regular pay he or she would have received in his or her own job classification had he or she worked, but not to exceed the total equivalent of what he or she would have received in regular pay on an eight (8) hours per day basis.
- c) When an employee is absent from work and receiving sickness and accident insurance benefits (provided for under Section 3 above) he or she shall be entitled to utilize his or her unused paid sick leave credits to make up the difference between the amount of daily benefits to which he or she is entitled under such insurance policy, if any, and the amount of regular pay he or she would have received in

his or her own job classification had he or she worked, but not to exceed the total equivalent of what he or she would have received in regular pay on an eight (8) hours per day basis.

ARTICLE XI

PHYSICAL FITNESS

The Employer reserves the right to require employees to take a leave of absence who are not physically or mentally fit to perform their required duties. Such action shall only be taken if a physical examination performed by a medical doctor of the Employer's choice, at the Employer's expense reveals such physical or mental unfitness. If the employee disagrees with such doctor's findings, then the employee, at his or her own expense, may obtain a physical examination from the medical doctor of his or her choice. Should there be a conflict in the findings of the two doctors, then a third medical doctor, mutually satisfactory to the Employer and the employee, shall give the employee a physical or mental examination. The fee charged by the third doctor shall be shared equally by the Employer and the employee and the medical doctor's findings shall be binding upon the employee, the Employer and the Union.

ARTICLE XII

HOURS OF WORK AND OVERTIME

Section 1. Normal Workday and Workweek

The normal work week shall consist of forty (40) hours, Monday through Friday, except for seven (7) day operations, and the normal work day shall consist of eight (8) hours during which employees shall be entitled to a fifteen (15) minute paid break period at or near the mid-point of the first and second halves of his or her shift and a one-half (1/2) hour unpaid lunch break at or near the mid-point of

his or her shift. However nothing contained herein shall be construed to constitute a guarantee of eight (8) hours work or pay per day or forty (40) hours work or pay per week.

- a) Breaks shall be taken at a time and place specified by the Employer. Employees shall remain at work until the designated time for starting their breaks and shall be back at work and starting work at the end of their break.

Section 2. Overtime Payment

Time and one-half (1-1/2) the employee's regular straight time hourly rate of pay shall be paid for all approved time necessarily spent on the job in excess of forty (40) hours per week, or eight (8) hours per day. Paid holiday and vacation leave shall be used for purposes of computing overtime eligibility under this paragraph.

- a) When an employee is called in to perform work at a time other than his or her regular work schedule, he or she shall receive a minimum of two (2) hours pay at the rate of time and one-half (1-1/2) his or her regular rate of pay. The two (2) hour minimum provision shall not apply to employees who are called in for periods of less than two (2) hours prior to the start of their regular shift thereafter.
- b) When the City Administrator approves in-service training and it is scheduled at a time other than during an employee's regularly scheduled shift, such employee shall be compensated for the time necessarily spent at a straight time hourly rate of pay and shall not include travel time to or from the designated location for said training, either after regularly scheduled duty hours or on days that he or she is not regularly scheduled for duty. The Employer agrees to reimburse said employees who drive their own vehicle the

standard mileage as established by the Employer.

Section 3. Normal and Revised Shifts

It is understood and agreed that the Employer may start a second and/or third shift when, in its judgment, it deems same necessary.

- a) If the Employer establishes a first shift, it shall be a shift, which starts between the hours of 5:00 a.m. and 9:00 a.m. If the Employer establishes a second shift, such shift shall start between the hours of 1:00 p.m. and 5:00 p.m. and the third shift shall start between the hours of 10:00 p.m. and 2:00 a.m.
- b) If the Employer initiates a new or changed shift or alters the employee's regular starting time, the employee shall be given at least forty-eight (48) hours advance notice of the change. This shall not be construed as to prevent the Employer from calling an employee in to work for emergencies or other reasons pursuant to paragraph a), Section 2 of this Article.
- c) If the Employer finds it necessary to change or initiate a new shift or otherwise alter the employee's regular starting time without at least forty-eight (48) hours advance notice, the employee shall be compensated at the rate of time and one-half (1-1/2) his or her regular rate of pay for all hours prior to his or her regular starting time. For the purpose of changing the starting time of a regular work shift only, this provision for forty eight (48) hours advance notice shall not apply to winter snow removal or plowing operations,

provided that the Employer gives notice of such change in starting time to the employee prior to his or her completing his or her regular work shift immediately preceding the changed or altered shift.

This shall not be construed as to limit the Employer from working an employee less than eight (8) hours in one day or forty (40) hours in one week as provided for elsewhere in this Agreement.

ARTICLE XIII

HOLIDAYS

Section 1. Holiday Schedule

All employees shall receive their regular compensation for the following holidays or parts thereof and on any other day or part of a day proclaimed in writing as a City holiday by the Mayor upon the recommendation of the City Administrator. The following days shall be designated and observed as paid holidays:

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

In the event an employee's approved vacation leave day falls on a holiday, he or she shall receive eight (8) hours of pay at his or her straight time hourly rate for the holiday in addition to his or her vacation pay. Employees working on a holiday shall, in addition to their regular straight time hourly rate of pay for the hours so worked, receive their holiday pay in addition thereto.

- a) To be eligible for holiday pay, an employee must work or be on an approved leave all the hours he or she was scheduled to work the

work day before the holiday and all the hours he or she was scheduled to work on the work day immediately following the holiday.

- b) When a holiday falls on Saturday, time off shall be taken on the workday preceding that Saturday. When Christmas Eve Day and New Year's Eve Day fall on Friday, those days (Christmas Eve Day and New Year's Eve Day) will be celebrated on the preceding Thursday.

When a holiday falls on a Sunday, time off shall be taken on the work day following that Sunday except in the case of Christmas Eve Day and New Year's Eve Day falling on Sunday in which case those days (Christmas Eve Day and New Year's Eve Day) will be celebrated on the preceding Friday.

Section 2. Personal Days

In addition to the above named holidays, each regular full-time employee shall receive two (2) personal leave days to be used at his or her discretion and with prior approval of the City Administrator or his or her designate. Provided however, the employee shall not be required to obtain the City Administrator's approval for use of a personal day for emergency reasons.

ARTICLE XIV

VACATIONS

Section 1. Vacation Credited

January 1 of each year employees shall be entitled to an amount of vacation based upon complete years of service (from date of hire), plus one (1) year, on January 1 and upon the schedule set forth as follows:

- a) New Hires: New hires shall receive a prorata amount of vacation the

first January 1 following their date of hire but shall not be eligible to use this first allocation of vacation until they have completed one (1) full year of service with the Employer.

- b) Employees who, as of January 1, have completed two (2) but less than eight (8) years continuous employment with the Employer shall be entitled to two (2) weeks of paid vacation (eighty (80) hours of pay). Employees shall be entitled to one additional day of paid vacation for each year of service thru seven (7) years employment, i.e. (3 years continuous employment, 2 weeks 1 day of paid vacation; 4 years continuous employment, 2 weeks 2 days of paid vacation; five years continuous employment, 2 weeks 3 days of paid vacation, six years of continuous employment, 2 weeks 4 days of paid vacation, seven years of continuous employment, 2 weeks 5 days of paid vacation.
- c) Employees who, as of the anniversary of their last hiring date, have completed seven (7) but less than fifteen (15) years of continuous employment with the Employer shall be entitled to three (3) weeks of paid vacation (one hundred twenty (120) hours of pay).
- d) Employees who, as of the anniversary of their last hiring date, have completed at least fifteen (15) years of continuous employment with the Employer shall be entitled to four (4) weeks of paid vacation (one hundred sixty (160) hours of pay). Employees shall be entitled to one (1) additional day of paid vacation for each year of continuous service after fifteen (15) years of continuous service to a maximum of five (5) weeks (two hundred (200) hours of pay).

Section 2. Vacation Pay Checks

Vacation paychecks shall be delivered to eligible employees on their last

regular pay day prior to the start of the employee's vacation. Provided however, the employee must make a written request to the Employer for the vacation paycheck at least five (5) working days in advance of the regular City Commission meeting preceding the start of his or her vacation.

- a) The Employer shall determine the number of employees who can be excused for vacation at any one time.
- b) Ten (10) days of unused vacation leave time may be carried over to the following year and no additional pay will be awarded in lieu of vacations, except with the written approval of the City Administrator.

Section 3. Vacation Pay/Separation of Employment

If an employee who is otherwise eligible for vacation with pay is separated from employment with the Employer for any reason the employee shall be entitled to receive, along with his/her final paycheck, payment for all accrued and unused vacation time including vacation earned from January 1 until date of separation. In the case of an employee's death his/her estate will receive payment pursuant to the above.

ARTICLE XV

EMPLOYMENT CONDITIONS

Section 1. Changes to be Executed and Ratified by Union

No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Union.

Section 2. Time Clocks

The Employer shall have the right to install time clocks for the purpose of keeping accurate records for the time.

Section 3. Replacement of Invalid Contract Provisions

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XVI

PENSION, HEALTH, LIFE, DENTAL AND OPTICAL INSURANCES

Section 1. Health Insurance

The Employer agrees for the life of this Agreement to provide group health insurance benefits to the same extent as were being provided immediately prior to the execution of this Agreement with insurance carrier(s) authorized to do business in the State of Michigan.

Section 2. Additional Health Insurance Provisions

a). Family Continuation: Employees who wish to continue the family continuation coverage (for dependents over 19 years of age) shall be responsible to pay the cost of this rider and the Employer shall be authorized to deduct such premiums from the employee's pay on a monthly basis.

b). Employee Contributions

1.) Increased Premiums: Effective December 1, 1995 each

employee shall contribute, through payroll deduction, one-half of any increase in premium for health insurance coverage which exceeds a fifteen percent (15%) increase in the premium for such coverage from the previous year. If an employee contribution is required it shall be adjusted annually in December of each year based on the increase that occurred from the previous December. As an example; the employee contribution beginning in December 1995 shall be based on the change in premium from December 1994 to December 1995 and subject to the above limitations.

2). Injury or Illness Leave of Absence: When an employee is on a leave of absence due to job or non-job related illness or injury, the Employer shall pay the entire premium for the employee's health insurance for a period of six (6) months. After six (6) months, the employee shall be responsible for paying the entire premium for his or her health insurance but will be allowed to remain on the Employers group coverage as long as the employee makes timely payments to the Employer for this coverage.

3.) Non-Injury, illness Leave of Absence: If an employee is on a leave of absence for reasons other than illness or injury, whether job or non-job related, the Employer will pay the next month's premium, following commencement of the leave, for his or her health insurance. After that time, the employee may remain on the Employer's group coverage but shall be responsible for paying the entire premium for this coverage and provided he or she makes timely payment to the Employer.

c). Retirement Health Insurance Provisions

The Employer shall provide, for all employees covered by this agreement, health care insurance coverage until that employee reaches age sixty-five (65).

The Employer shall pay premiums for this coverage as follows:

1) Employees who, at the time of their retirement, are at least fifty-five (55) years of age but less than sixty-two (62) years of age and who have at least twenty (20) years of service with the Employer; fifty per cent (50%) of the premium, not to exceed seventy-five dollars (\$75.00) per month.

2) Employees who, at the time of their retirement, are at least sixty-two (62) years of age but less than sixty-five (65) years of age and who have at least twenty (20) years of service with the Employer; one hundred per cent (100%) of the premium, not to exceed one hundred and fifty dollars (\$150.00) per month.

Section 3. Pension

Effective April 1, 1992 the Employer will upgrade the current pension plan the Michigan Municipal Employees Retirement System (MMERS) plan B-2. Upon the effective date of the pension change each employee shall contribute two percent (2%) of his or her gross wage toward the cost of the plan. The Employer agrees to pay all remaining costs of the plan.

Section 4. Dental/Optical Insurance

The Employer shall provide, at its expense, Blue Cross dental/optical insurance coverage for all employees covered by this Agreement. This coverage shall be substantially to the same extent as was being provided immediately prior to the execution of this Agreement.

Section 5. Life Insurance

The Employer shall provide a total of twenty thousand (\$20,000.00) dollars life and accidental death insurance coverage.

a) Employee Contribution:

1). Injury or Illness Leave of Absence: When an employee is on a leave of absence due to job or non-job related illness or injury, the

Employer shall pay the entire premium for the employee's life insurance for a period of six (6) months. After six (6) months, the employee shall be responsible for paying the entire premium for his or her life insurance but will be allowed to remain on the Employers group coverage as long as the employee makes timely payments to the Employer for this coverage.

3.) Non-Injury, illness Leave of Absence: If an employee is on a leave of absence for reasons other than illness or injury, whether job or non-job related, the Employer will pay the next month's premium, following commencement of the leave, for his or her life insurance. After that time, the employee may remain on the Employer's group coverage but shall be responsible for paying the entire premium for this coverage and provided he or she makes timely payment to the Employer.

ARTICLE XVII

LAYOFF AND RECALL

Section 1. Procedure

In the event the Employer deems it necessary to reduce the number of bargaining unit employees the Employer shall provide the Union and all affected employees notice of such layoff at least two (2) weeks prior to the effective date of such layoff. Layoff shall be by the classification affected and by seniority provided the employee(s) remaining have the ability to perform the work of that classification.

Any employee laid off shall have the right to bump any less senior employee in any bargaining unit classification that is equal to lower than (rated by pay grade) the classification the employee then holds. Provided however, any employee who elects to bump must have the ability to perform the work in the classification and of the employee who they are bumping.

In recalling employees from layoff, said employees shall be recalled in the inverse order of their layoff. Effective upon ratification of this contract, employees who have been laid off eighteen (18) consecutive months or longer shall lose all seniority and shall no longer be considered employees of the Employer.

During the time bargaining unit employees are on layoff, and provided such bargaining unit employee(s) have not lost seniority as noted above, the Employer shall not employ part-time or seasonal employees unless; the laid off bargaining unit employee(s) are first offered the available part-time or seasonal position(s), at the rate of pay and benefits for such position(s), and the laid off employee(s) refuse the available position(s).

During the time bargaining unit employees are on layoff, and provided such bargaining unit employee(s) have not lost seniority as noted above, the Employer agrees not to use non-bargaining unit employees to perform bargaining unit work. For purposes of this paragraph, bargaining unit work shall not include work that is normally performed by part-time or seasonal employees working in park/recreational facilities or the cemetery.

If a bargaining unit employee accepts a part-time or seasonal position in lieu of a layoff, such employee shall be considered on layoff status for purposes of this Agreement.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Bulletin Board

The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities, such notices shall contain nothing of a political or defamatory nature.

Section 2. Work Rules

The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations.

Section 3. Subcontracting

The Employer shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis, and no bargaining unit employee will be laid off or displaced as a result of such subcontracting.

The Employer further agrees that it will not subcontract bargaining unit work when a bargaining unit employee is on lay-off for lack of work.

Section 4. Job Classifications

If, during the life of this Agreement, a new job classification is created, the Employer shall establish a rate of pay and the requirements therefore and shall notify the Union of its decision. In the event the Union disagrees with the rate of pay set for said new job classification, it may file a grievance starting at the Second Step of the grievance procedure. If no grievance is filed within fifteen (15) days after notification, the rate of pay thus established shall become permanent.

Section 5. Equipment and Safety

The Employer shall not require employees to operate any vehicle or piece of equipment that is not in a safe operating condition. If an employee believes a piece of equipment or a vehicle is not safe to operate he or she shall immediately report it to his or her supervisor. The Employer shall not require the employee to

operate such vehicle or equipment until it has been made safe as determined by a qualified employee or other individual.

Section 6. Safety Committee

The Employer agrees to form a safety committee consisting of one (1) bargaining unit employee and the City Administrator. The safety committee shall meet at least quarterly to discuss safety issues and concerns and to make recommendations regarding safety rules and practices. All rules concerning health and safety must first be reviewed by the safety committee before implementation. Such review, and/or recommendations, by the safety committee shall be advisory only, and the Employer reserves the right to accept, modify, or reject any such recommendations.

Section 7. Confined Space Entry

For the purpose of safety and for meeting the requirements of law related to "confined space entry", the Employer may use part-time employees, who shall not be subject to the terms of the collective bargaining agreement, to assist in the inspection of its sewer lift stations, water pump stations and other related confined spaces.

Section 8. Uniforms

By October 1 of each year the Employer shall have ordered new work uniforms for each employee. The Employer shall furnish a complement of uniforms consisting of five (5) pairs of pants and five (5) shirts. One (1) jacket and one (1) pair of coveralls will be furnished to employees every three (3) years. Provided however, the employee shall, at his or her option, be able to select whatever specification, number, or combination of items within the complement of uniforms as long as the total cost does not exceed the Employer's cost of providing the above complement of uniforms.

Section 9. Drug Free Work Place Policy

It is agreed and understood that the Employer and the Union have bargained consistent with requirement of law regarding the Drug Free Work Place Policy which is attached hereto and made a part of this Agreement.

Section 10. Commercial Driver's Licenses

The Employer shall pay all related costs, including physical examination and road tests, if required, beyond the cost of the basic commercial license for any employee who is required to maintain a commercial driver's license as a condition of employment with the City of East Jordan.

Should any employee be unable to obtain or maintain a commercial driver's license, when such employee is required to have this license for the purpose of operating any or all of the Employer's vehicles or equipment, the Employer may:

a) Temporarily assign the employee to duties where such license is not required until such time as the employee obtains the required license, provided an opening exists as determined by the Employer, and the employee is qualified to perform the work in the temporary assignment. This temporary assignment shall not exceed ninety (90) days, and the employee shall not suffer a loss of pay or benefits during this temporary assignment; or

b) The employee shall be granted a leave of absence up to a period of ninety (90) days for the purpose of obtaining such license. During this leave of absence, the employee will not lose benefits or seniority and may use earned and available vacation time for this leave, or may accept the leave without pay.

ARTICLE XIX
SPECIAL CONFERENCES

Section 1. Procedures

It is understood and agreed employees are to discuss departmental related matters with the City Administrator before bringing such matters to the attention of any group, organization, individual or public official. Therefore, special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the City Administrator after written request therefore is made by either party subject to the following conditions:

- a) Such meeting shall be held not more frequently than once each calendar month unless the Union and the City Administrator agree to hold one at a lesser interval.
- b) Such meetings shall be attended by the Union grievance chairman and other members of the Employer and/or other designated representatives of the Employer.
- c) There must be at least seven (7) calendar days' advance written notice of the desire to have such meeting, unless a lesser amount of advance notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. Discussions at special conferences shall be limited to the items set forth in the agenda, unless otherwise agreed upon by the parties.

ARTICLE XX
PERSONNEL FILES

An employee shall have the right, upon written request, to receive copies of

all materials placed in his or her personnel file, except privileged information such as confidential credentials and related personal references obtained at the time of initial employment. The written record will be maintained as to what material has been furnished an employee, and, once a copy has been furnished, subsequent copies of the same material will be furnished the employee at his or her expense all in accordance with current State Statutes, Act 397, of the Public Acts of 1978 (Bullard Plawecki).

ARTICLE XXI

OUT OF CLASS WORK AND EMERGENCY ASSIGNMENTS

When an employee is assigned the duties of a higher classification for four (4) hours or more, the employee shall receive the rate of pay for the higher classification for all hours worked in the higher classification.

It is mutually understood that in emergency situations, it may be immediately impractical to apply seniority to the assignment of personnel or to assign personnel with strict regard for classification. However, the Employer agrees to move (without undue delay) to call-in or otherwise assign the appropriate employee of the proper classification in accordance with the provisions of this and the supplemental agreements. Emergency assignments shall be those necessitated by factors beyond the control of the Employer and which cannot be anticipated or planned for in the course of normal operations and require immediate action be taken.

It is understood and agreed that due to the nature of the Employer's operation, it is necessary that employees perform varied tasks and work assignments. Therefore, employees may be required to perform work in other classifications as the needs of the Employer dictate.

ARTICLE XXII

STEWARDS AND ALTERNATES

Section 1. Recognition of Union Steward/Alternate Steward

The Employer shall recognize the Union's Steward and alternate Steward who shall represent employees covered by this Agreement for the purpose of processing and investigating grievances. Stewards will be granted the time necessary for this purpose without loss of pay. The Steward shall make arrangements with his or her supervisor prior to leaving his or her work site. The privilege of investigating and processing grievances without loss of pay shall not be abused. Stewards will also serve on all safety panels.

Section 2. Notification of Union Steward and Alternate to Employer

The Union shall furnish the Employer, in writing, a listing of the Union's Steward and alternate Steward who shall be authorized to represent the Union in processing such grievances. The Union shall not be liable for any activities, unless so authorized. The Union shall notify the Employer of any changes of these representatives during the term of this Agreement. This clause will not relieve the Union of liability if the President or Executive Board of the Union calls, leads or authorizes a strike.

ARTICLE XXIII

CLASSIFICATIONS

Section 1. Classification Titles

The full-time employee positions in the Public Works Department shall be made up of the following classifications:

- Mechanic
- Water Operator
- Water Operator II
- Sewer Operator

Equipment Operator
Janitor

Section 2. Steps and Qualifications Within Classifications

Each employee will be positioned in step I, II, III or IV of the above classification based on qualifications as follows:

Mechanic Step I (trainee)

To enter this classification at Step I the candidate shall be a high school graduate and shall have a demonstrated mechanical aptitude.

Mechanic Step II

To enter this classification at Step II the candidate shall be a high school graduate, shall have a demonstrated mechanical ability, and two years' minimum experience in all phases as a gasoline powered automotive mechanic. The candidate should be capable of:

1. Automotive Door & Window Repair
2. Automotive Brake repair, disk & drum
3. Basic automotive electronics analysis
4. Gasoline Engine Tune-up

Mechanic Step III

To enter this classification at Step III the candidate shall be a high school graduate, shall have a demonstrated mechanical ability and four years' minimum experience in all phases as a gasoline powered automotive mechanic plus two years as a diesel powered and heavy equipment mechanic. The candidate shall be capable of the following tasks in addition to those listed in Step II:

1. Carburetor rebuild & repair
2. Manual Transmission rebuild or repair
3. Diesel engine tune-up
4. Hydraulic & Fuel pump rebuild-repair

Mechanic Step IV

To enter this classification at Step IV the candidate shall be a high school

graduate, shall have a demonstrated mechanical ability and six years' minimum experience in all phases as a gasoline powered automotive mechanic plus four years' minimum experience as a diesel and heavy equipment mechanic. The candidate shall be capable of the following tasks in addition to those listed in Step II and Step III:

1. Automatic transmission repair
2. Capable of rebuilding all aspects of a gasoline or diesel engine
3. Complex heavy equipment electrical analysis
4. Capable of trouble shooting all components of heavy duty equipment

Water Operator Step I (Trainee)

To enter this classification at Step I the candidate shall be a high school graduate and have a demonstrated scientific aptitude.

Water Operator Step II

To enter this classification at Step II the candidate shall meet all the qualifications of Step I, plus shall have obtained State Department of Health Licenses S4 & D4.

Water Operator Step III

To enter this classification at Step III the candidate shall meet all the qualifications of Step I & II, plus shall have obtained State Department of Health licenses S3 & D3.

Water Operator Step IV

To enter this classification at Step IV the candidate shall meet all the qualifications of Step I, II, & III, plus shall have obtained State Department of Health licenses S2 & D2.

Water Operator II:

This classification was mutually agreed to by Employer and Union by a letter of understanding dated August 12, 1997. The position does not have any step increases and the employee in this position has been "red-circled".

Wastewater Operator Step I (Trainee)

To enter this classification at Step 1, the candidate shall be a high school graduate and have a demonstrated scientific aptitude.

Wastewater Operator Step II

To enter this classification at Step II, the candidate shall meet all the qualifications of Step 1, plus shall have obtained State Department of Health license L.

Wastewater Operator Step III

To enter this classification at Step III, the candidate shall meet all the qualifications of Step II, plus shall have obtained State Department of Health license L & D.

Wastewater Operator Step IV

To enter this classification at Step IV the candidate shall meet all qualifications of Step III, plus shall have obtained State Department of Health license L, D & C.

Equipment Operator Step I (trainee)

To enter this classification at Step I the candidate shall have a demonstrated aptitude for operation of motorized equipment, i.e. good reflex, good sense of balance, good hearing and eyesight, etc. The candidate shall have a valid automobile driver license with no points lost.

Equipment Operator Step II

To enter this classification at Step II the candidate shall meet all

qualifications of Step I, plus shall be a proficient operator of single axle trucks, tandem axle trucks, and a three yard end-loader. The candidate for this position shall possess the appropriate CDL license for trucks mentioned above.

Equipment Operator Step III

To enter this classification at Step III the candidate shall meet all qualifications of Step II, plus shall be a proficient operator of a small tractor mounted back hoe, and shall have some demonstrated skills on a dozer and a grader.

Equipment Operator Step IV

To enter this classification at Step IV the candidate shall meet all qualifications of Step III, plus shall be proficient on a dozer and on a grader.

Janitor Step I (trainee)

To enter this classification the candidate shall be literate and have demonstrated good work habits.

Janitor Step II

To enter this classification at this step the candidate shall have had one year of experience in janitorial work and shall have demonstrated good skills and work habits.

Crew Leader

The employer, at its sole discretion, may determine the need to create a position known as "crew leader". The crew leader position will be a position subordinate of the DPW Superintendent. The crew leader will have duties assigned him/her over and above duties performed within the bargaining unit. Whenever the Employer deems that the position of crew leader is needed, Union Employees will be made aware of the position and will have an opportunity to apply for and interview for the position. An Employee holding the crew leader position may leave the position at any time with advance notice to the Employer.

without suffering loss of his or her union status or longevity. The Crew Leader will be compensated \$1.00 per hour over and above their union job classification.

Section 3. Advancement Within Classifications

Only employees hired on or before April 1, 1993 shall be allowed to advance, at his or her discretion, to Step IV of the classification that he or she holds at the effective date of this Agreement. Employees hired after April 1, 1993, and employees who transfer to another classification other than the one he or she held at the effective date of this Agreement, shall only be allowed to advance, at his or her discretion, to Step III within the classification which he or she is hired or transfers into.

Except as provided above, the Employer reserves the right, at its sole discretion, to determine if and when an opening exists at Step IV within any classification. Should the Employer determine that an opening exists at Step IV within any classification, it shall first offer the position to interested bargaining unit employees who presently meet the qualifications required under Step IV of that classification. If more than one employee is interested and qualified to fill the position, the most-senior employee shall be given the position.

Section 4. Transfer Between Classifications

The Employer reserves the right, in its sole discretion, to determine whether an opening, and at which step it is open, exists in any classification. Should the Employer determine that such an opening exists, it shall first offer the position to interested bargaining unit employees who presently meet the qualifications of the classification and the applicable step of the classification. If more than one employee is interested and qualified to fill the position, the most-senior employee shall be given the position.

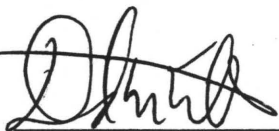
ARTICLE XXIV
TERM OF AGREEMENT

This Agreement shall remain in full force and effect until 12:00 p.m. on the 30th day of June, 2001, and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to the 30th day of June, 2001, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

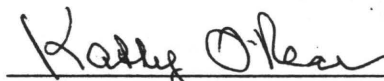
This Agreement is signed on behalf of the respective parties this 16th day of December 1998.

CITY OF EAST JORDAN

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214



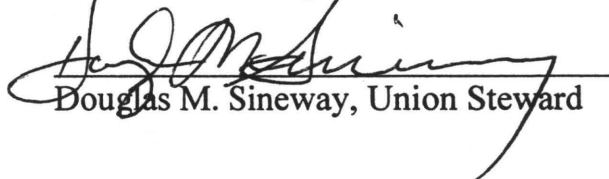
David M. White, City Adm.



Kathy O'Rear, City Clerk



A.E. Carmien, Representative



Douglas M. Sineway, Union Steward

APPENDIX "A"
WAGES AND LONGEVITY

Section 1. Wages

April 1, 1998 the following wage schedule shall be effective:

<u>Classification</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Mechanic	8.94	10.29	11.85	13.62
Waste Water Operator	8.94	10.29	11.85	13.62
Water Operator	8.94	10.29	11.85	13.62.
Water Operator II				13.52
Equipment Operator	8.70	10.01	11.51	13.27
Janitor	7.18	8.40		

July 1, 1999 the following wage schedule shall be effective:

<u>Classification</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Mechanic	9.21	10.60	12.21	14.03
Waste Water Operator	9.21	10.60	12.21	14.03
Water Operator	9.21	10.60	12.21	14.03
Water Operator II				13.93
Equipment Operator	8.96	10.31	11.87	13.67
Janitor	7.40	8.65		

July 1, 2000 the following wage schedule shall be effective:

<u>Classification</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
Mechanic	9.49	10.92	12.57	14.45
Waste Water Operator	9.49	10.92	12.57	14.45
Water Operator	9.49	10.92	12.57	14.45
Water Operator II				14.35
Equipment Operator	8.70	10.62	12.23	14.08
Janitor	7.18	8.91		

Section 2. Longevity

For all employees hired on or before April 1, 1993, longevity shall be paid, by separate check, with the first full pay period in December of each year in a lump sum and in the following amounts:

Upon completion of three (3) years of service	\$ 175.00
Upon completion of five (5) years of service	350.00
Upon completion of eight (8) years of service	500.00
Upon completion of ten (10) years of service	750.00
Upon completion of eleven (11) years of service	800.00
Upon completion of twelve (12) years of service	850.00
Upon completion of thirteen (13) years of service	900.00
Upon completion of fourteen (14) years of service	950.00
Upon completion of fifteen (15) years of service	1,000.00

For all employees hired after April 1, 1993, longevity shall be paid, by separate check, with the first full pay period in December of each year in a lump sum and in the following amounts:

Upon completion of ten (10) years of service	\$ 750.00
Upon completion of eleven (11) years of service	800.00
Upon completion of twelve (12) years of service	850.00
Upon completion of thirteen (13) years of service	900.00
Upon completion of fourteen (14) years of service	950.00
Upon completion of fifteen (15) years of service	1,000.00

APPENDIX B

U.S. Department of Transportation Federal Highway Administration (FHWA)

Drug-Free Workplace Policy Revised: November 3, 1998

Effective November 15, 1998

INTRODUCTION AND OVERVIEW

The U.S. Department of Transportation (DOT) has issued regulations (49 CFR, Part 40) which govern the use of drugs and alcohol by employees who hold a Commercial Driver's License (CDL) and drive a Commercial Motor Vehicle (CMV). The DOT requires a Municipality to conduct drug and alcohol testing of drivers at the times and under the conditions described in this policy. The regulations apply to every person who operates a CMV in interstate, foreign, or intrastate commerce, to all employers of such persons and to all states. Please direct all questions regarding this Policy to the Municipality's Drug Program Coordinator (DPC).

PURPOSE

It is the City of East Jordan's intention to comply fully with DOT regulations. In the event DOT regulations are amended, the Policy and the applicable terms, conditions, and/or requirements shall be deemed to have been amended automatically. Redrafting will not be necessary in order to reflect and be in compliance with DOT regulations. The City reserves the right to apply the amended requirements immediately, without giving prior notice to drivers and/or applicants or other employees covered by this Policy, unless such notice is required by DOT or other applicable law.

CRITERIA FOR EMPLOYEES SUBJECT TO TESTING

Under the City's Policy and DOT Federal Highway Administration (FHWA) regulations, drivers who hold a CDL and drive a CMV are subject to the drug and alcohol regulations. CMV means a motor vehicle or a combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- has a gross combination weight rating of 11,794 or more kilograms (2,001 or more pounds), inclusive of a towed unit with a gross vehicle weight rating more than 4,536 kilograms (10,000 pounds); or
- has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- is designed to transport 16 or more passengers, including the driver; or

- is of any size and is used in the transportation of materials found to be for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to have a placard under the Hazardous Materials Regulations.

All applicants for positions as a driver or for a safety-sensitive position, which includes driving, will be notified of the City of East Jordan's Drug-Free Workplace Program (DFWP) at the time they apply for the position.

DEFINITION OF "SAFETY-SENSITIVE"

Safety-sensitive function means all time, from the time a driver begins to work, or is required to be in readiness to work, until the time he or she is relieved from work and all responsibility for performing work.

For the purpose of this Policy and the City's drug and alcohol testing program, employees are considered to be subject to drug and/or alcohol testing during the following:

- All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
- All time inspecting equipment as required by 49 CFR §§ 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- All time spent at the driving controls of a commercial motor vehicle in operation;
- All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
- All time loading or unloading a vehicle, supervising, 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; and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(DEFINITIONS)

Definitions as used under this policy are set forth below and in greater detail in 49 CFR § 382.107.

Drug:

Drugs prohibited by the Policy means a controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including, but not limited to, marijuana, cocaine opiates, opium, heroin, morphine, codeine, amphetamines (sometimes referred to as "speed" or "uppers"), phencyclidine or PCP (commonly called "angel dust"). The term includes prescribed drugs not legally obtained, prescribed drugs not being used

for prescribed purposes, and any prescribed drugs not taken in accordance with a prescription. In other words, medications prescribed for someone other than the driver will be considered unlawfully used under any circumstances.

Confirmation Test:

- Alcohol:** A second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.
- Drugs:** A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screening test.

Disabling Damage:

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner after simple repairs.

- Included:**
1. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.

- Excluded:**
1. Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
 2. Tire disablement without other damage even if no spare tire is available.
 3. Headlight or taillight damage.

Driver:

Any person who holds a CDL and operates a CMV which falls under the specific DOT criteria. This includes, but is not limited to, full-time, part-time, regularly employed drivers.

Refusal to Submit: (to a drug and/or alcohol test)

- Alcohol:** Failure to provide an adequate amount of breath without a valid medical explanation after he or she has received notice of the requirement for alcohol testing in accordance with DOT regulations.
- Drugs:** Failure to provide an adequate urine sample for drug testing without a genuine inability to provide a specimen (as determined by a medical evaluation) after he or she has received notice of the requirement for urine testing in accordance with DOT regulations. If an individual is unable to provide the quantity of urine required, the collector shall instruct the individual to drink up to forty (40) ounces of fluid and, after a period of up to four (4) hours, again

attempt to provide a complete specimen using a fresh collection container.

TESTS REQUIRED

In general, the City is required by DOT to conduct tests under the following conditions or times:

Pre-Employment/Pre-Placement

A drug test is required before any driver-applicant will be hired. A drug test will also be required before any existing worker in a non-regulated position will be assigned, transferred or otherwise permitted to operate a commercial motor vehicle on behalf of the City for the first time. Prior to taking a Pre-Employment/Pre-Placement drug test, the applicant will be given forms notifying the applicant to report for a drug test. All offers by the City to hire an applicant for, or to assign or transfer an applicant to, a driver position are conditioned upon the applicant:

- Signing the City's "DFWP Consent & Test Appointment Form" (MF101);
- Taking and providing a negative drug test as directed by the City;
- Authorizing the City to obtain past drug and alcohol test results. The "DFWP Previous Employment Testing History" (MF107) permits the City to obtain past drug and alcohol test results, including any refusals to test, from each Municipality for whom the driver either worked, took, or refused to take, a drug and/or alcohol test during the past two (2) years;
- Passing DOT required physical exam required for driver positions;
- Complying with any other conditions or requirements of which the City advises the applicant at the time of the offer.

The regulations demand that prior employers supply a new employer with the employee's previous testing information. This information must be in the new employer's files within fourteen (14) days of the date of hiring. The new employer must make a "good faith effort" to obtain the information. **Remember: A separate release for each employer must be signed by the candidate in order for a new employer to legally receive and utilize information.** The standard HSNA Master Form MF107 should be used for this documentation.

Prior to the first time a current employee performs a safety-sensitive function for an employer, the employee will undergo a drug test. No employer will allow an employee to perform a safety-sensitive function unless the employer has received a negative test result.

Post-Accident

A driver who is performing a safety-sensitive function must submit to a Post-Accident drug and alcohol test as soon as possible after any occurrence that meets the description of a "DOT Accident." For purposes of this policy and the Municipality's drug and alcohol testing program, a "DOT Accident" is defined as an occurrence involving a commercial motor vehicle operating on a public road in commerce which results in:

- A loss of human life; **or**
- The driver receiving a citation under state or local law for a moving traffic violation arising from the accident if the accident involved:
 - ⇒ Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; and/or
 - ⇒ One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver may be directed to submit to a drug and/or alcohol test at the accident scene by a federal, state, or local law enforcement officer. Whenever a test is conducted by a law enforcement officer, the driver is required to immediately contact his/her supervisor or other City official to report the drug and/or alcohol test result and to provide the City with the name, badge number, and telephone number of the law enforcement officer who conducted the test.

Whenever a driver is involved in a DOT accident and is not tested for drugs and/or alcohol by a law enforcement official, the driver is required to immediately contact his/her supervisor or other City official and remain available to be tested. The procedures should be followed as detailed on the Driver's Post-Accident Checklist. The City will provide a Driver's Post-Accident Checklist to all drivers.

Alcohol:

Tests should be administered within two (2) hours of an accident. If unable to test within the two (2) hour time period, the employer must document the reason(s) for the time delay. If the test was not performed within eight (8) hours, cease attempts to administer the test and document the reason(s) why the test was not conducted.

The driver must refrain from consuming alcohol for eight (8) hours after an accident and/or until the testing has been completed. A driver who is subject to post-accident testing must remain available or the employer may consider the driver to have refused to submit to testing.

Drugs:

Tests should be administered within thirty-two (32) hours after an accident. If the test was not performed within thirty-two (32) hours, the employer will cease attempts and prepare and maintain a record stating the reason(s) why the test was not conducted.

A driver who is subject to post-accident testing must remain available or the employer may consider the driver to have refused to submit to testing.

Random

Every driver shall submit to random testing. All such tests will be unannounced and performed at reasonable intervals throughout the year. Whenever a driver is randomly selected to be tested, he/she will be notified of their selection and instructed to immediately report to the collection site. Drivers are permitted to drive their CMV to collection sites for the purpose of providing a breath sample or urine specimen after being notified of a random selection. A driver who tests positive or refuses to submit to a test is medically unqualified to drive and/or perform any other safety-sensitive function.

If a driver is on vacation, temporary layoff, or medical leave, the employer may select another regulated employee from the alternate list. The employer could also wait until the driver returns. If an alternate driver is selected, the employer must document the reasons for the alternate selection.

Alcohol:

The annual rate for random alcohol testing is set by the Federal Highway Administration. Drivers may be tested at any time while the employee is at work for the employer.

Drugs:

The annual rate for random drug testing is set by the Federal Highway Administration. Drivers may be tested at any time while the employee is a work for the employer.

Reasonable Cause

Each driver is required to submit to a drug and/or alcohol test whenever the City has reasonable cause (also referred to as "reasonable suspicion") to believe that a driver has used drugs and/or alcohol in violation of DOT regulations. Reasonable cause will exist when a driver's appearance, behavior, speech, and/or odors indicate drug and/or alcohol use, or the chronic and withdrawal effects of drugs and/or alcohol. Whenever a driver is notified that there is reasonable cause to be tested, the driver is expected to report to the test site immediately and will be escorted.

Alcohol:

Observations must be made just before, during, or just after the driver performs a safety-sensitive function. The person who makes the reasonable cause determination cannot conduct the alcohol test.

Alcohol tests should be administered within two (2) hours of observation. If unable to test within the two (2) hour period, the employer must document the reasons for the time delay. If the test is not performed within eight (8) hours, cease attempts to administer the test and document the reason(s) why the test was not conducted.

If reasonable cause is observed and a test has not yet been performed, a driver will not perform a safety-sensitive function until:

- An alcohol test has been performed and the result is less than 0.02; or
- Twenty-four (24) hours have passed following the reasonable suspicion determination.

Drugs:

Drug testing should be administered as soon as possible after making a reasonable suspicion determination. The documentation of the employee's conduct must be prepared and signed by a witness within twenty-four (24) hours of the observed behavior, or before the results of the drug test are released, whichever is earlier. If unable to drug test within thirty-two (32) hours, the employer must cease attempts and document the reason(s) why the test was not conducted.

Return-to-Duty

A driver who has been removed from his/her safety-sensitive function due to a positive drug and/or alcohol test result must provide a negative drug and/or alcohol test before being allowed to return to the safety-sensitive function. This test must be completed after an evaluation by a Substance Abuse Professional (SAP), consistent with any recommended rehabilitation, and before returning to a safety-sensitive function. The result of the alcohol test must be less than 0.02.

The Return-to-Duty test may not be limited to a specific substance (i.e., drugs or alcohol separately). If the SAP determines that a multiple-substance abuse problem exists, a drug test may be performed in conjunction with an alcohol test.

Post-Rehabilitation/Follow-up

A driver who tests positive must be evaluated by a SAP and follow the prescribed rehabilitation/treatment program. Following the determination that an employee needs to resolve problems associated with drug abuse and/or alcohol misuse, each employer will ensure that the employee is subject to unannounced, Follow-Up drug and/or alcohol

testing as determined by the SAP. The choice of the SAP and the assignment of costs shall be made in accordance with employer/driver agreements and employer policies. Follow-Up alcohol testing must only be conducted just before, during, or just after a driver performs a safety-sensitive function.

DRUG AND ALCOHOL PROHIBITIONS

Employee involvement with drugs and/or alcohol can adversely affect the work environment, job performance, and safety of all employees. Violation of the prohibitions of this Policy will be considered to be serious misconduct and may result in termination.

Drug Prohibitions:

The regulations prohibit any drug use that could affect performance of a safety-sensitive function. Listed below are the prohibitions for drug use.

- No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drugs, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the drug will not adversely affect the driver's ability to safely operate a CMV.
- No employer having actual knowledge that a driver has used a controlled substance shall permit the driver to perform or continue to perform a safety-sensitive function.
- An employer may require a driver to inform the employer of any therapeutic drug use.
- No driver shall report for duty, remain on duty or perform a safety-sensitive function if the driver tests positive for controlled substances. No employer having actual knowledge that a driver has tested positive for controlled substances shall permit the driver to perform or continue to perform safety-sensitive functions.
- Refusal to submit to a required controlled substances test.

Alcohol Prohibitions:

The regulations prohibit any alcohol use that could affect performance of a safety-sensitive function. Listed below are the prohibitions for alcohol use.

- No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No employer having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.
- No driver shall use alcohol while performing safety-sensitive functions or within four (4) hours after using alcohol. No employer having actual

knowledge that a driver has used alcohol within four (4) hours shall permit a driver to perform or continue to perform safety-sensitive functions.

- No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- No driver shall refuse to submit to a drug or alcohol test as required under this Policy.
- No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- No driver shall perform safety-sensitive functions while the driver possesses wine, beer, and/or distilled spirits. However, this does not apply to possession of wine, beer, or distilled spirits which are:
 1. manifested and transported as part of a shipment; or
 2. possessed or used by bus passengers.

NOTE: A regulated employee found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions for at least twenty-four (24) hours.

CONSEQUENCES FOR POLICY VIOLATIONS

Removal From Safety-Sensitive Function:

Employees shall not perform, nor be permitted to perform, a safety-sensitive function, including driving a commercial motor vehicle as defined on page 1 of this Policy, if any of the prohibitions are violated. The driver will be advised by the employer of the resources available in evaluating and resolving the drug and/or alcohol problem including the names, addresses, and telephone numbers of Substance Abuse Professionals (SAPs) and counseling and treatment programs.

Post-Positive/Return-to-Duty Procedures:

Upon receipt of a DOT positive drug and/or alcohol test result, the driver must immediately be removed from his or her safety-sensitive position. Before the driver, who has tested positive for drugs or with an alcohol concentration of 0.04 or greater, can return to a safety-sensitive position, he or she must:

- Be evaluated by a Substance Abuse Professional (SAP);
- Properly follow all recommended rehabilitation;
- Take and provide a negative Return-to-Duty drug and/or alcohol test; and
- Be subject to Post-Rehabilitation/Follow-Up testing for up to sixty (60) months, to include a minimum of six (6) Follow-Up tests in the first twelve (12) months after the Return-to-Duty test with an alcohol concentration of less than 0.02 and a negative drug test. The SAP may terminate the requirement for the Follow-Up testing at any time after the first six (6) tests have been administered, if the SAP determines that such testing is no longer necessary.

Employee Discipline:

Employees who engage in any of the above-listed prohibited conduct in violation of this Policy are subject to discipline, up to and including termination and at the City's sole discretion pursuant to the City's authority independent of federal requirements and subject to any provisions of an applicable labor agreement that does not conflict with Federal requirements. A driver found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall not perform nor be permitted to work for at least twenty-four (24) hours.

SUMMARY OF ALCOHOL TESTING PROCEDURES

The DOT regulations discuss alcohol testing procedures in greater detail in 49 CFR, Part 40.

1. Alcohol testing is done at locations determined by the City in a private setting. The testing technician, who has been trained, will ask test subjects to verify their identity. Drivers must cooperate with that request. Drivers may ask the technician for identification also. The driver's identity will be recorded on a DOT alcohol testing form.
2. A breath or saliva testing device approved by the federal government will be used for all alcohol tests. A screening test will be done first. If a breath testing device is used, drivers will be instructed to exhale forcefully into the mouthpiece of the screening device. If a saliva testing device is used, a swab will be placed in the driver's mouth and saturated with saliva. After the saliva is collected, the swab will be inserted into the saliva testing device.
3. The technician will show the result displayed on the screening device to the driver. If the reading is less than 0.02, the driver has passed the alcohol test and the DOT alcohol testing form will be completed.
4. If the screen test result is more than 0.02, a confirmation breath test, using a federal approved evidential breath testing device, will be performed in 15-30 minutes. During that time, for their own protection, drivers should not eat or drink anything.
5. For the confirmation test, the driver will have to exhale into the evidential breath testing device until the technician tells the driver to stop. The driver will be shown the printed and displayed results.
6. A confirmation test result under 0.02 means the driver has passed. A confirmation alcohol concentration level of 0.02 but less than 0.04 will be reported as positive. DOT prohibits any driver whose confirmation test registers 0.02 but less than 0.04 from performing or from continuing to perform a safety-sensitive function until the driver's next regularly-scheduled duty period, but for no less than twenty-four (24) hours. A confirmation level of 0.04 or more, or if the driver refuses to cooperate with the test, the driver is subject to the CONSEQUENCES described on the previous page.

7. If a driver tries, but fails to provide a breath specimen adequate for testing, the driver will be told to try again. If the driver still does not provide an adequate specimen, the driver's failure will be noted on the DOT alcohol testing form, and the driver's supervisor will be informed. The driver will be suspended immediately and required to see a doctor, acceptable to the City, as soon as possible. If the doctor provides a written statement to the Medical Review Officer ("MRO") concluding that it is highly probable a medical condition prevented the driver from providing an adequate breath specimen, the driver will not be disciplined for refusing to cooperate.

SUMMARY OF DRUG TESTING PROCEDURES

The DOT regulations discuss drug testing procedures in greater detail in 49 CFR, Part 40.

1. Drivers subject to drug testing will be directed to provide a urine specimen at a designated facility. The driver will be driven or sent to the facility and required to verify his or her identity. In return, a driver may ask collection site personnel to disclose their identity.

2. The driver's urine specimen will be collected by a trained collection site person (the "Collector") in accordance with DOT rules, using a DOT Chain-of-Custody ("COC") form. To protect themselves, drivers should ensure that the entries on the form are accurate, that their collected urine specimens have been sealed, and that their specimens are labeled with the same number as appears on the COC form and are placed in a container with copies of the correct COC form.

3. The Collector shall require drivers to remove unnecessary outer garments that might conceal items used to tamper with the collection process. The Collector shall also retain personal belongings like briefcases and purses. Drivers may keep their wallets and ask for a receipt for any belongings they surrender.

4. Drivers will be given a collection container and allowed to provide a urine specimen in private unless: they submit a specimen which is abnormally cold or hot, and not consistent with their oral body temperature; they submit an apparently altered or adulterated specimen; their prior specimens have been abnormal; or they are taking a test after previously failing a test. (In such circumstances, the City will be notified and drivers will be required to provide a specimen while being observed.)

5. If the driver does not provide a large enough specimen for testing (at least 45 ml), the Collector will discard the specimen, tell the driver to drink additional fluids, wait up to four (4) hours and try again to provide a specimen. If the driver refuses to drink those fluids or provide another specimen, the Collector shall notify the City of the driver's refusal to cooperate. If the driver cooperates, but still does not provide an adequate specimen, testing will stop and the driver will be removed from duty, suspended and sent to a doctor acceptable to the City. If that doctor states in writing to the MRO that it is highly probable that a medical condition prevented the driver from providing an adequate

specimen, the driver will not be disciplined on grounds for refusing to provide a specimen.

6. If the driver does provide an adequate specimen, it will be inspected by the Collector and its temperature will be measured. (If there is a reason to believe an altered or substituted specimen has been provided, the City will be notified and a second, observed specimen will be collected.) Collected specimens will be poured into two bottles. The driver will then be told to initial a label for the bottles and the bottles will be sealed and labeled with a unique specimen number in the driver's presence.

7. Both specimen bottles will be sent to a federally-certified laboratory designated by the Municipality. The lab will review COC forms and check specimens for apparent tampering. Any apparent tampering or COC form problems will be reported to the City.

8. If the specimen appears to be in order the lab will run a screen test on it. If the screen test is negative, the lab will report that the driver has passed the drug test. If the screen test is positive, the lab will analyze the specimen using Gas Chromatography/Mass Spectrometry (GC/MS). It will send test results to the City's MRO.

9. The MRO is a trained doctor the City has retained to review test results and to evaluate any explanation a driver may have for positive drug test results. The MRO will telephone drivers at the number given on the COC form. If a driver believes a mistake was made at the collection site or lab, or on a COC form, or that drug test results are caused by lawful substance use, the driver should tell the MRO. Drivers should cooperate with the MRO; if a driver does not cooperate, the City will be notified and the driver may be removed from duty and disciplined pursuant to the City's independent authority (or not hired, if the driver is an applicant).

10. If a driver wants his or her split specimen to be tested by another certified lab at the driver's expense, the driver should tell the MRO within 72 hours of notice of positive drug test results. **The driver will not have the opportunity to provide another specimen.** The retest will be conducted on the secondary bottle of the original specimen. The driver's secondary specimen will then be sent to a different City-approved, certified laboratory for re-analysis. If that second lab does not find any evidence of the drugs the first lab found or the split specimen cannot be tested, MRO will cancel the test results (and the driver will not be subject to discipline). If the second laboratory finds any evidence of the drugs the first laboratory found, the MRO will tell the City the split specimen was positive.

The DOT prohibits any driver who has tested positive for drugs from performing or from continuing to perform a safety-sensitive function until he/she has met the proper DOT requirements as described in the "Post-Positive/Return-to Duty Procedures" section above under Consequences for Policy Violations.

Medication prescribed for someone other than the driver, however, will be considered unlawfully used under any circumstance.

EMPLOYEE ASSISTANCE PROGRAM

The City may offer an Employee Assistance Program (EAP) for employees and their dependents. The EAP provides confidential assessment, referral, and short-term counseling for employees who need or request it. Costs associated with this benefit may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan, and which are not otherwise required to be paid by any applicable plan, are entirely the employee's responsibility.

These EAP services are available to employees if the City's disciplinary rules have not been violated. Employees may not escape discipline, however, by first requesting EAP services after being selected for testing or violating the City's policies and rules of conduct.

EDUCATION AND TRAINING

The City provides information, education and training to employees and supervisors regarding problems associated with drug and alcohol abuse in the workplace and otherwise.

CONSENT

As a condition of continued employment, employees must sign a consent form (a copy of which is attached hereto).

RESERVATION OF RIGHTS

This Policy supersedes and revokes any other practice or policy of the City relating to the use of drugs and/or alcohol in the workplace and drug and/or alcohol testing. The City reserves the right to interpret and administer this Policy, and at any time and at its sole discretion amend, or change this Policy, in whole or in part, with or without notice. This Policy automatically incorporates any changes to the Federal Highway Safety Regulations (49 CFR, Part 40) or related regulations or statutes which govern the use of drugs and alcohol by employees who hold a CDL and drive a CMV. This Policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this Policy does not in any way affect or change the status of any at-will employee. Nothing in this Policy is a promise or guarantee or should be constructed as a promise or guarantee that the City will follow in any particular circumstances any particular course of action, disciplinary, rehabilitative or otherwise.

ATTACHMENT TO DRUG-FREE WORKPLACE POLICY

Signs and Symptoms of a Drug-Alcohol Problem

Drugs and alcohol can result in such work-related problems as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality, unsafe driving, and increased injuries and accidents. Problems relating to or communicating with supervisors, co-workers or customers, following directions, concentrating or remembering things may also indicate a drug or alcohol problem.

Drugs and alcohol slow reaction times, cause confusion, harm coordination and motor skills and can impair decision-making and memory. People misusing alcohol and using illegal drugs may be withdrawn, lethargic, depressed, erratic, "hyper" or unusually anxious, hostile or paranoid.

Drugs and alcohol misuse can also result in health problems like chronic gastritis, headaches, chronic respiratory infections and liver problems. They may also show up as poor hygiene, a sloppy appearance, financial problems, DUIs or family problems.

Evidence of use can include paraphernalia such as pipes, syringes, foil packets, pills, powders and empty alcohol containers. Physical symptoms of use can include:

- marijuana and alcohol odors
- puffy or droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
- nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
- needle tracks or blood spots on clothing
- tremors, racing or irregular heartbeats
- slurred or incoherent speech
- confusion, anxiety, paranoia
- coordination problems
- lethargy and sleepiness

Effects of Alcohol and Drugs

Drugs and alcohol can harm health and the workplace in a variety of ways.

Alcohol

Alcohol is a central nervous system depressant which acts like a poison if used in large quantities. Each year the lives of tens of thousands of Americans are shortened or ended by alcohol misuse.

Alcohol quickly reaches the brain after drinking. It impairs self-control and other learned behaviors. This loss of self-control can lead to aggressive driving (or overly cautious driving), as well as the other kinds of aggressive behaviors associated with drinking.

Even small doses of alcohol – i.e., a single drink – can harm driving performance. In large doses, alcohol significantly impairs coordination, memory and judgment.

Over time, alcohol misuse damages the liver, the heart, the digestive system and can cause permanent brain damage. On average, alcoholics shorten their life span by about 10 years.

Alcohol misuse harms the ability to think clearly, harms judgment and can affect the ability to get along with and work constructively with co-workers and customers. Alcoholics often have attendance and work performance problems and get fired because of the consequences of alcohol misuse. Because of its adverse effects on coordination, reflex time, vision, driving ability, judgment and the ability to evaluate and quickly process information, alcohol is especially dangerous for drivers of commercial motor vehicles.

A small glass of wine, a can of beer and a one-half ounce shot of liquor all contain about the same amount of alcohol. It takes the body about one hour to metabolize and eliminate each “drink” of alcohol. Coffee, exercise and cold showers do not speed up this process or magically produce sobriety. While individuals differ greatly, each drink on an empty stomach by an average-sized adult male may lead to an alcohol concentration of about .02. Thus, drinking more than two drinks raises a serious risk of having an alcohol concentration in excess of DOT rules, especially for people with low body weights. Any drinking while on duty or during the 4 hours before working violates DOT rules.

Cocaine

Cocaine is a powerful stimulant which can be inhaled up the nose, injected or smoked. It greatly increases heart rate and blood pressure. Partly because of its effects on the circulatory system, cocaine use can lead to seizures. Every time cocaine is used, there is some unquantifiable risk of a fatal stroke or heart attack. Cocaine can also cause tremors, convulsions, vomiting and raise body temperature to dangerous levels. Repeated snorting damages nasal tissues, sometimes permanently. Needle use carries risks of infection and overdose.

Initially, cocaine use brings a rush of euphoria and exaggerated over confidence. Sometimes these effects are so strong that safe driving is impossible. Cocaine wears off in about an hour after it is snorted and in just a few minutes after it is smoked. When it wears off, the user may become depressed, anxious, paranoid and exhausted.

Cocaine users may exhibit rapid mood swings and changes in activity level. They may grind their teeth, repeatedly wash their hands or engage in other compulsive behaviors.

Amphetamines

Amphetamines, also known as "speed," are powerful stimulants that are often abused by truck drivers because they make it easy to stay awake. Amphetamines, however, are dangerous drugs with a high potential for abuse. Amphetamines may also be known as uppers, black beauties, white crosses or dexies.

Use brings feelings of alertness and a loss in appetite. The user may also become very talkative or physically active or feel very strong after ingesting amphetamines. In a few hours however, the amphetamines wear off and restlessness, anxiety, paranoia and headaches set in.

In large doses, amphetamines can produce serious toxic effects. The user's blood pressure can rise to the point where strokes or heart attacks occur. Long-term users often have acne, tooth problems and may exhibit symptoms of permanent brain damage.

Marijuana

Marijuana is a hallucinogen which alters the user's sense of time and reduces the user's ability to perform tasks requiring coordination, swift reactions and concentration. Taken in large quantities, marijuana can act like a depressant.

While some people may regard marijuana as harmless, there is evidence its use is unhealthy and dangerous for the driver. Marijuana causes significant increases in blood pressure and pulse rate and, thus, can aggravate or cause heart disease. Marijuana smoke also contains a number of known carcinogens. Many experts believe that marijuana is actually more unhealthy to smoke than tobacco.

Studies have shown that smoking marijuana affects the ability to perform tasks like driving, which require both thinking and motor skills, for at least 24 hours. Users, however, often believe that all the impairing effects of smoking have worn off after 4 to 6 hours. Marijuana significantly impairs short-term memory and can harm the user's ability to concentrate or plan for and achieve long-term goals. There is also significant evidence that marijuana harms the reproductive systems of men and women and is dangerous for children and non-smokers who live with the user.

Opiates

Opiates are a class of narcotics and sedatives derived from the opium poppy plant. Heroin is the strongest opiate. Heroin use has been increasing in recent years because of the availability of cheap, strong heroin from Asia. This new stronger heroin can be smoked or snorted. Heroin can also be injected using needles.

Morphine and codeine are opiates that are often used to relieve pain or induce sleep. However, they can be stolen from hospitals or pharmacies and abused.

Opiate misuse causes a number of health problems. Because of variations in dosages and strength, heroin use carries a risk of overdose and death. Addicts who use needles also risk contracting AIDS or hepatitis. Heroin is often contaminated with other drugs or toxins or combined with other narcotics.

Opiate use slows down and depresses a number of body functions, including brain functioning. Heroin users may act sleepy or euphoric for awhile and then become anxious or irritated after the heroin wears off. Heroin users tend to have a number of related health problems and to also abuse alcohol and tobacco. Together, these drugs and the unhealthy lifestyles of heroin users result in decreased life expectancy.

PCP

Phencyclidine, or PCP, is also called angel dust or dust. PCP is an extremely dangerous hallucinogen which has unusual and unpredictable side effects. It was developed as an anesthetic in the late 1950's and used for a while as a tranquilizer both for humans and animals. Because of its dangers, it now has no legal uses and is no longer legally manufactured. Rather, PCP is manufactured in underground laboratories. It often contains dangerous adulterants but is very dangerous all by itself.

PCP can produce violence and bizarre behavior in anyone who uses it. Occasionally, PCP users attack nurses and policemen or jump out of windows because they believe they can fly. PCP somehow scrambles the brain's internal stimuli and seriously changes how users feel, see and deal with their environment.

In low doses, PCP produces a feeling of numbness. Increased doses produce excitement, confusion and delirium. The user's body may become rigid or go into convulsions. Routine activities like driving become dangerous and unpredictable.

Users may walk with strange uncoordinated steps. PCP users may have a blank stare, sweat heavily, have thick slurred speech or engage in some of the violent and bizarre behaviors mentioned above.

Acknowledgement of Receipt of Policy and Consent to Testing

I certify that I have received and understand the City's Drug-Free Workplace Program Policy.

I agree to comply with the City's policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination.

I consent to submit to drug and/or alcohol testing as outlined in the City's policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine specimens tested for drugs at a U.S. Department of Health & Human Services/Substance Abuse & Mental Health Services Administration (DHHS/SAMHSA)-certified laboratory.

I consent to the release of the laboratory test results in accordance with the City's policy to the selected Medical Review Officer (MRO). I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the City as a verified positive.

I consent to the release of results of a saliva alcohol test and/or an Evidential Breath Test (EBT) by a certified technician to the City. In the event of a post-accident test, the drug and/or alcohol test result(s) may also be provided to the worker's compensation insurance carrier.

Employee Name: _____ Date: _____

Employee Social Security Number: _____

Employee Signature: _____

Company Name: _____

