

6/30/2000

4812

A G R E E M E N T

BETWEEN

CITY OF FARMINGTON HILLS, MICHIGAN

and

TEAMSTERS, STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

EFFECTIVE: JULY 1, 1996 to JUNE 30, 2000

Farmington Hills, City of

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P R E A M B L E

THIS AGREEMENT, entered into on this 19th day of June, 1997, between the City of Farmington Hills, Michigan, party of the first part, hereinafter referred to as the "City", and the Teamsters, State, County and Municipal Workers, Local 214, party of the second part, hereinafter referred to as the "Union."

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the public, and

WHEREAS, the City and the Union have bargained collectively, in accordance with Michigan Public Act 379, MPA of 1965 as amended, and have reached certain agreements with respect to wages, hours, and other terms and conditions of employment with respect to the bargaining unit as defined herein, and

WHEREAS, the City and the Union now desire to execute a written agreement which incorporates their agreements,

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

SECTION A. The City hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for the duration of this Agreement for all Division of Public Works Maintenance Supervisors, Fleet & Facilities Maintenance Supervisor, Chief Engineering Inspector, Staff Planner I/II, City Planner, Building Official, Zoning Office Supervisor, Recreation Superintendent, Secretaries, Executive Secretaries, Administrative Secretaries, Deputy Treasurer, Account Processing Supervisor, Park Maintenance Supervisor, Senior Adult Program Supervisor, Recreation Supervisor, Golf Course and Grounds Maintenance Superintendent, Park Maintenance Superintendent, Building Maintenance Supervisor, Recreation Programmer, Recreations Specialist, Senior Adult Program Coordinator, Parks and Recreation Administrative Assistant, Records Division Supervisor, Facilities Supervisor, Facilities Coordinator, Youth Program Supervisor, Retail Supervisor, Golf Course Maintenance Supervisor, Arena Maintenance Supervisor, and Dispatch Supervisor employed by the City of Farmington Hills, Michigan. But excluding: All executive employees, including the City Manager, Chief of Police, Fire Chief, Director of Public Services, Finance Director, Personnel Director, City Clerk, Director of Special Services, Division of Public Works Superintendent, Administrative Assistant to the City Manager, Administrative Assistant to the Director of Public Services, Assessing Officer, Controller, Senior Engineer, Purchasing Agent, Deputy Clerk, Building and Zoning Superintendent, Building Operations Supervisor, all confidential employees including the Executive Secretary to the City Manager, Secretary to the Finance Director, Secretary to the Director of Public Services, Chief of Police, Ice Arena Manager, Assistant Ice Arena Manager, Economic Development Coordinator, and all other City employees.

SECTION B. Unless otherwise indicated, the term "employee" when used in this Agreement, will refer to employees in the unit for bargaining as defined in Section A.

SECTION C. The City agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

SECTION D. The recognition of the Union by the City is limited to those matters for which a labor organization is entitled to bargain under Act 336, PA 1947, as amended. The Union is not authorized to interfere in any way with the operation of the City.

ARTICLE II - DUES CHECKOFF

SECTION A. During the life of this Agreement, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes and files with the City Treasurer a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the City is authorized to deduct union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Contract. The Union is to notify the City as to the amount of Union dues and of any changes.

said notification to be made at least thirty (30) days before said dues are to be deducted.

SECTION B. The City shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this Article.

SECTION C. A properly executed copy of the authorization for deduction of dues shall be delivered to the City Treasurer by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the City Treasurer and shall be deducted from the second pay of the month and each month thereafter, providing that the authorization form shall be delivered prior to the 15th of the month in which the first deduction is to be made.

SECTION D. Deductions for any calendar month shall be remitted to the designated Financial Officer of the Union as soon as possible after the 10th day of the following month.

SECTION E. Authorization for deduction of dues shall be irrevocable by the employee during the term of this Contract or any renewal hereof, unless the employee cancels his authorization within ten (10) days prior to the expiration of the Contract or any renewal hereof. Deductions of membership dues shall terminate with respect to any employee who is no longer a member of the Bargaining Unit.

SECTION F. The City shall not be liable to the Union or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct Union dues in accordance with this Contract and the Union agrees to hold the City harmless from all liability, claims, demands and suits to which the City may be put by reason of its voluntary agreement to deduct membership dues.

SECTION G. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated Financial Officer of the Union with a list for whom membership dues have been deducted.

ARTICLE III - SCOPE OF CONTRACT

SECTION A. This Contract includes each and every agreement entered into between the City and the Union with respect to those subjects for which the Union is authorized to act as a representative of the Bargaining Unit. Matters not specifically included within this Contract shall be governed by the provisions of the Municipal Code and the rules and regulations which are promulgated thereunder, as well as the laws of the State of Michigan.

SECTION B. Nothing herein contained shall be held to restrict or impair the right of the City, as Employer, to direct the work of its employees, and to establish reasonable rules and regulations relating to the performance of that work, where such rules and regulations are not inconsistent with the terms of this Agreement. The Union shall be entitled at reasonable times to confer with the appropriate officers of the City with respect to work loads, work assignments and other conditions of employment, not specifically provided for in this Contract and of which the City has retained jurisdiction in this Section.

SECTION C. Nothing in this Contract shall be held to conflict with the laws of the United States

and the State of Michigan including, but not limited to Veterans' preferences, wage and hour laws, Workers' Compensation or employment compensation laws or other similar laws, it not being intended hereunder to limit the rights of employees afforded by such laws in any way.

SECTION D. The City on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operations; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire new employees, to assign and lay off employees; (g) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to discipline, suspend, and discharge employees for cause. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

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

SECTION E. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City Policy, the operation of the City and the direction of the employees are vested exclusively in the City.

ARTICLE IV - BULLETIN BOARD

SECTION A. The City shall provide the Union with a bulletin board for posting of notices set forth in Section B, below, provided such notices are initialed by a Union Steward. The Union will submit one (1) copy of said notice to the City Manager or his designee prior to being posted on the bulletin board.

SECTION B. Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections, appointments, and results thereof.
3. Notices of Union meetings.
4. Notices of Union education classes, conferences or conventions.

SECTION C. The bulletin board shall not be used by the Union or its members for disseminating derogatory or political matter of any kind whatsoever.

ARTICLE V - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union and the City or its designated representative(s) upon the mutual agreement of the parties. Such meetings shall be between no more than two (2) representatives of the Union and two (2) representatives of the City unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting, as well as, the names of the representatives of the party proposing the meeting who will be in attendance shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable hours. The employee Union representative(s) shall not lose pay for time spent in the special conferences.

ARTICLE VI - REPRESENTATION

SECTION A. The City recognizes the right of the Union to designate one (1) Steward and one (1) Alternate who shall be regular seniority employees of the City. The Alternate may exercise the rights of a Steward set forth in this Article only in the event the Steward is absent from work or otherwise unable to act.

SECTION B. The City will recognize the Steward or Alternate when his name and position have been certified in writing by the Union to the City Manager.

SECTION C. The Steward (or Alternate) shall be permitted reasonable time during his regular working hours to process and present contract grievances as provided in Article IX Grievance Procedure upon having received permission from the City Manager or his designated representative. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused.

SECTION D. All necessary time lost by the Union Steward (or Alternate) during his regular, straight time shift, because of grievance processing in accordance with Section C of this Article, shall be paid for by the City at the employee's regular, straight time hourly rate. It is understood that this only applies to time lost during the Union Steward's (or Alternate's) normal, scheduled work time, and does not apply to grievance activity during his non-work hours or after the scheduled work time.

SECTION E. The Union, its officers, Stewards and Alternates shall not assume unauthorized supervisory authority or advise direct employees to disregard the instructions of supervision or engage in any activity prohibited by Article X - No Strike Clause.

ARTICLE VII - CITY AND DEPARTMENTAL RULES

SECTION A. Upon approval of the City Manager, the City may adopt, publish, change, amend and enforce reasonable City and/or departmental rules and regulations, not in conflict with the terms of this Agreement governing discipline, health and safety, duties, rules of conduct and work rules.

SECTION B. New or amended work rules and/or regulations will be announced five (5) days prior to their effective date.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

SECTION A. The City shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote, or transfer any and all employees who violate these rules.

SECTION B. New or amended rules governing discipline will be published five (5) working days prior to their effective date.

SECTION C. The Union and the City recognize the importance of the protection of information concerning the operation of the City. All information gathered or heard officially or unofficially in the course of performing the duties and responsibilities of his position shall be held to be strictly confidential by employees in the Bargaining Unit and shall not be used for personal benefit or gain.

SECTION D. No seniority employee will be disciplined or discharged for arbitrary and capricious reasons.

ARTICLE IX - GRIEVANCE PROCEDURE

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

SECTION B. Step One. Within five (5) working days of the time a grievance arises, an employee may present the grievance orally to his immediate supervisor. The employee's Steward may be in attendance if the employee so requests.

Step Two. If the grievance is not resolved in Step One, the employee may reduce the grievance to writing and present the grievance to the employee's Department Head for a written answer. The written grievance shall be filed within ten (10) working days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Department Head shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the answer in Step Two, submit a written appeal to the City Manager for his written answer. The appeal shall contain the reasons for the appeal and a copy of the Department Head's decision in Step Two. The City Manager or his designated representative shall answer the grievance in writing within twenty (20) working days. Additional time may be allowed by mutual written agreement of the City and the Union.

SECTION C. All grievances must be filed at Step Two, in writing, within ten (10) working days

from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the City does not answer a grievance within time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the City and Union in writing; then the new date shall prevail.

SECTION D. The City shall not be required to pay back wages for more than five (5) days prior to the date a written grievance is filed at Step Two.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

SECTION E. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of the Agreement shall not be processed.

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

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

SECTION H. The sole remedy available to any employees for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if any employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION I. If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of specific Article and Section of the Agreement, the Union may submit the grievance to the American Arbitration Association with written notice delivered to the City Manager within ten (10) working days after receipt of the City Manager's answer in Step Three, or the day such answer was due. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the employee(s) involved, and the City.

SECTION J. It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

2. He shall have no power to establish salary scales or change any salary.

His powers shall be limited to deciding whether the City has violated the express articles or sections of this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

He shall have no power to decide any questions which, under this Agreement, are within the responsibility of management to decide, except as they may be specifically conditioned by this Agreement.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

If the Arbitrator's decision is within the scope of his authority as set forth above, it shall be final and binding on the Union, its members, the employee or employees involved, and the City.

The fees and expenses of the Arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them.

SECTION K. At the time of the Arbitration Hearing, both the City and the Union shall have the right to call any employees as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the City or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the City and the Union having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his decision within thirty (30) days from the date the Hearing is closed or the date the parties submit their Briefs, whichever date is later.

Discipline or discharge cases will be handled through the normal steps of the Grievance Procedure, except, that in cases of discharge, the Union may bypass Step 1 and appeal the matter directly to the City Manager's step of the Grievance Procedure.

The time limits set forth in this Article may be extended by mutual agreement, in writing, of the City and the Union.

Unless otherwise agreed, arbitration hearings will be held in the City of Farmington Hills offices or in the vicinity. In the event employees in the Bargaining Unit are called as witnesses, they shall not lose time for travel to and from the hearing, or for time spent in testifying. However, the Union recognizes that should it call witnesses who are required to be present through the entire hearing, the City shall not be responsible for such expense.

ARTICLE X - NO-STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any strike, sit-down, stay-in, slow down,

work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work, or interference with the operations of the City, including a labor dispute between the City and any other labor organization.

SECTION B. In the event of such prohibited conduct, the Union shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the contract and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

SECTION C. In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

ARTICLE XI - CLASS SPECIFICATIONS

SECTION A. The City reserves the sole right to determine the minimum qualifications for each class of position. The City also reserves the sole right to establish and use such written examinations and physical qualification standards as it deems necessary for the hiring, promotion, or transfer into each job classification as well as the right to establish the minimum acceptable level of performance on any such examination. The City reserves the right to establish the minimum requirements for each classification of positions. While periodic revisions may be made in such standards, the City will endeavor to uniformly apply the standards to the employees involved at the time of the particular hiring, promotion or transfer into each classification.

SECTION B. It is understood that the designation of classifications set forth in Appendix "A" are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content and related duties may be added or deleted.

SECTION C. The City will establish class specifications outlining the general job duties and responsibilities of each classification along with illustrative examples of work and minimum qualifications therefore. The City will continue to have the right to adopt, publish, add to, subtract from, alter, change or amend the class specifications.

ARTICLE XII - NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, or job duties or responsibilities are changed, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Steward, establish a rate for the new classification, which shall be considered temporary for a period of fifteen (15) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the City to confer on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the fifteen (15) day period,

the rate shall become permanent at the end of such period. In the event the parties are unable to reach an agreement on the salary rate for the new classification, the dispute may be submitted to the Grievance Procedure; provided that such grievance must be submitted in writing no later than thirty (30) days following the date of notification to the Union.

ARTICLE XIII - SENIORITY

SECTION A. Seniority shall be on the basis of the classification of the employee within his Department in accordance with the employee's last date of hire by the City. Seniority for employees hired on the same date shall be determined by alphabetical order of surnames.

SECTION B. New employees hired after the effective date of this Agreement in the Bargaining Unit shall be considered as probationary employees for the first six (6) months of their employment. The probationary period may be extended for an additional three (3) months at the option of the City, notice of which shall be made in writing to the employee and the Steward prior to the expiration of the original probationary period. The probationary period shall be accumulated within not more than one year. When an employee finishes the probationary period within not more than one (1) year, his name shall be entered upon the seniority list in the appropriate classification and shall be given a seniority date six (6) or nine (9) months prior to the date he completed his probationary period as the case may be. There shall be no seniority among probationary employees.

SECTION C. While the Union represents probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, the City shall have the sole right to discharge, discipline, transfer, demote or suspend said employees for any reason without regard to the provisions of this Agreement and no grievance shall arise therefrom and no matter concerning such action shall be subject to the grievance procedure.

SECTION D. Upon the signing of the Agreement, the City and the Union will initial an up-to-date seniority list. The City shall also post a copy of the seniority list on the bulletin board and provide a copy to the Union Steward. Any corrections therein must be requested in writing within thirty (30) days thereafter; and, if not so requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the City be required to pay back-pay by reason of the correction of an error on such list.

SECTION E. An employee shall be terminated and lose his seniority rights if he:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of two (2) years.
4. Is absent without a reasonable and legitimate excuse for three (3) consecutive working days and without notice to the City of such excuse within three (3) days or a reasonable and legitimate excuse for failing to so notify the City within three (3) days.

5. Fails to return from a leave of absence at the designated time.
6. Retires.

SECTION F. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive and used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the City and will be kept confidential.

ARTICLE XIV - LAYOFF AND RECALL

SECTION A. A layoff is a reduction in the working force within a classification within a Department.

SECTION B. In the event of a layoff, the following procedures shall be followed:

1. Probationary employees within the affected classification within the Department will be laid off first.
2. Thereafter, seniority employees with the affected classification within the Department will be laid off according to classification seniority, providing the remaining employees in the classification within the Department can perform the available work.

SECTION C. For purposes of this Article, the term "classification seniority" means the date appearing on the City's records on which an employee began working in a given classification.

SECTION D. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the City to rehire. In the event they are rehired at a later date, they shall be treated for all purposes of this Agreement as a new employee.

SECTION E. Temporary adjustments of the work force due to such things as emergencies, breakdown of equipment, fire, flood, power failure, labor disputes, civil disorders, and conditions beyond the control of the Employer may be made without application to the above provisions. If such a temporary adjustment continues for more than five (5) working days, the Union may request the Employer to adjust the working force according to the above Sections, and the Employer will do so within three (3) working days thereafter. The provision will not be used to discipline any employee.

SECTION F. When possible, employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Union President shall be notified of the employees being laid off on the same day the notices are issued to the employees.

SECTION G. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) days from the date of mailing of the notice of recall, he shall be considered to have voluntarily left the

employment of the City. The City may grant reasonable extensions of this period of time in those cases where the employee for good cause is unable to report to work, but not to exceed an additional twenty (20) days.

ARTICLE XV - TEMPORARY AND PART-TIME EMPLOYEES

SECTION A. Temporary Employees

1. Temporary employees shall be defined as those employees hired on a temporary basis to work full-time for a period not to exceed three (3) consecutive months.
2. A temporary employee substituting for a regular employee on an approved leave of absence will be entitled to work for the entire term of the leave of absence if it exceeds the three (3) month period stipulated in Item 1 above.
3. The total number of temporary employees shall not exceed fifteen (15%) percent of the total work force at any one time.

SECTION B. Part-Time Employees

1. Part-time employees shall be defined as those employees hired on a part-time basis and shall not work more than an average of twenty-four (24) hours per week.

SECTION C. Employees hired part-time or temporary for recreation or special seasonal programs shall not be subject to the limitations of this section.

SECTION D. The employer may have, in addition to the above temporary employees, such employees that are needed at election time.

SECTION E. Temporary and/or part-time employees, during their employment under such status, are not eligible for compensation or fringe benefits other than their rate of pay and shall not be paid at a rate higher than that paid for a full-time employee doing the same or similar work without the written consent of the Union.

ARTICLE XVI - PROMOTIONS

SECTION A. Permanent, full-time job vacancies within the bargaining unit which are to be filled by promotion of present employees will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher rated pay classification than the one currently employed in. The City reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article.

1. Notice of said job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position. Employees interested shall apply in writing within the seven (7) calendar day posting period.

2. Promotions within the bargaining unit shall be made on the basis of seniority, qualifications and ability. When the qualifications and ability of the employees are deemed equal, the most senior employee will be given preference. Bonding requirements, prior work record, experience, and physical fitness shall be considered. If no applicant is selected to fill the vacancy, or no applications are received from employees within the bargaining unit, the City may fill the position from outside the bargain unit.
3. It is understood that vacancies or new positions in any entry level bargaining unit position may be filled in any manner and by any person the City decides upon. Provided, however, where the qualification, ability, skill, interest and work record of a bargaining unit member and a non-bargaining unit member are judged equivalent by management, it is understood and agreed that the bargaining unit member will be awarded the position. A position is an entry level position if there is no other bargaining position subordinate to that position.

SECTION B. The applicant selected for a promotion will serve a trial period of six (6) months. The City may disqualify the employee during the trial period and such employee shall be returned to his former position or one of similar classification and pay. During the trial period, the employee will receive the starting rate for the new classification or the rate for the new classification next higher than his former rate. Thereafter, the employee will receive the step increases based on the employee's length of service in the new job classification.

SECTION C. A written examination may be provided by the City which shall be free to all employees seeking the available promotion other than probationary employees. The examination shall relate to those matters which shall fairly test the relative capacity of those persons examined to discharge the duties of the office to which they seek to be appointed. Such test shall be furnished by an independent body, which shall assure that the identity of the participants is unknown until final scores have been assigned.

SECTION D. The foregoing conditions do not apply to the employment of employees whose positions are not covered by this collective bargaining contract.

ARTICLE XVII - TRANSFERS

SECTION A. In the event an employee desires a transfer to another department and/or classification, he may file a written request with the City. In making any transfer or in ruling on an employee's request for a transfer, the City will give due consideration to seniority, qualifications, and all other applicable factors.

SECTION B. The City shall have the right to transfer employees from one job, department, or classification to another.

ARTICLE XVIII - HOURS OF EMPLOYMENT

SECTION A. The City reserves the right to schedule the work hours of employees according to the

needs of the City's operations. Unless otherwise scheduled by the City, the workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive. The regular working day shall consist of eight (8) hours. Employees shall be entitled to sixty (60) minutes paid lunch period at a time designated by the Department Head during the workday. The employees shall not be entitled to coffee breaks as per present practice but may have coffee provided if same is taken at employees desk or work site. The City reserves the right to stagger working hours. This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or a limitation on the City's right to schedule work in excess of the normal workday or the normal workweek.

SECTION B. Work assignments for employees employed in City Departments which are required to be open and staffed and employees whose work normally is done during hours and/or on days other than those set forth in Section A shall be scheduled by the Department Head in such a way that the employee shall receive at least one hundred and four (104) leave days per year with a minimum of seven (7) days within a thirty (30) day period which are in addition to any other absences otherwise authorized pursuant to this Agreement.

SECTION C. Deductions from an employee's pay shall be made for all absences from work on the days and times stated, except authorized absences as set forth in this Agreement.

SECTION D. During working hours, the employee is to concern himself strictly with the business of the City and the duties of his position. At no time during working hours, shall the employee perform any services or make or receive any telephone calls for other governmental bodies or municipal corporations except for business of the City and in connection with duties of his position with the City.

SECTION E. Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his workday, after his break period, and after his lunch period.

SECTION F. The City agrees to pay overtime payments as required by Act 154 of the Public Acts of 1964 (MSA 17.255[1]).

SECTION G. Should an employee be required to attend Court or a designated meeting at a time other than normal working hours, he/she will be compensated at an hourly rate equal to one and one-half (1 1/2) times his/her hourly rate, and he/she will be entitled to not less than two (2) hours pay (not less than three (3) hours in the case of court time) regardless of the time actually spent in Court or the designated meeting; provided that in the event an employee is held over in Court or in a meeting beyond the normal quitting time or the employee attends Court or a meeting which goes into the employee's normal working hours, the employee will be compensated at the normal overtime rate and this provision shall not apply. A "designated meeting" is a meeting which the employee is required to attend by his/her supervisor.

SECTION H. Hours of employment for supervisors in the Division of Public Works and in the Parks Division shall continue, as they have always been, to be scheduled in accordance with work schedules of their subordinate personnel. As special consideration for this work schedule, such employees will receive, in addition to their regular compensation, a schedule bonus of \$250.00 per year for each full year in which the employee works at least 90% of the scheduled work days, excluding holidays, vacation days, period of time while an employee is being paid workers compensation, or periods of medical disability involving hospital confinement of up to sixty calendar

days. The schedule bonus shall be payable in the third pay period following the end of each fiscal year.

ARTICLE XIX - SALARY

SECTION A. The salaries of employees covered by this Agreement are set forth in Appendix "A" which is attached to and incorporated in this Agreement, said Appendix calling for automatic salary adjustments effective July 1, 1996, July 1, 1997, July 1, 1998 and July 1, 1999.

SECTION B. The City will continue to have the right to advance employees to any point on the salary progression schedule at any time prior to the employee's completion of the specified length of service.

SECTION C. Paydays shall be every other Friday. Where a payday falls upon a holiday, payment shall be made on the regular workday preceding such holiday.

ARTICLE XX - LONGEVITY

SECTION A. In addition to the pay provided for in Article XIX, the employee shall receive, on the third payday prior to Christmas in each year, a sum equal to the percentage of his annual rate of pay, based upon his seniority, as set forth below, for the current calendar year.

If the employee's length of service classification has changed during the current calendar year, his applicable percentage shall be determined by interpolation.

SENIORITY	PERCENTAGE OF ANNUAL PAY
Less than 3 years	None
3 years but less than 5 years	0.5%
5 years but less than 7 years	1.0%
7 years but less than 10 years	2.0%
10 years but less than 15 years	4.0%
15 years but less than 20 years	6.0%
20 years and over	8.0%

SECTION B. In the event that the employee was not employed by the City during the entire current calendar year, such sum shall be prorated upon his actual employment.

SECTION C. Payment shall be made to employee upon lay off, or to his beneficiary upon death which is due and owing him the current calendar year.

ARTICLE XXI - SICK LEAVE

SECTION A. Employees shall be entitled to absence without loss of pay for sickness upon

application by the employee. Subject to Sections B and C, an employee may be granted up to fifteen (15) days under this provision in any one fiscal year.

SECTION B. Unused "Sick Leave Days" not taken in any one fiscal year may be accumulated for use in the future, but such accumulation shall not exceed one hundred twenty (120) days, or the number of sick leave days accumulated by the employee as of June 30, 1987, whichever is higher. An employee who retires from City service under its retirement plan or voluntarily resigns in good standing shall receive fifty (50%) percent of all unused accumulated leave under this Section at his then current rate of pay. Upon death of an employee, all unused sick leave will be paid at the rate of fifty percent (50%) to the employee's beneficiary as listed in his life insurance policy. In addition to the sick leave accumulation set forth above, employees may accumulate reserve sick leave as days are earned in excess of the applicable maximum set forth in this section up to a combined total of one hundred ninety (190) days. Reserve sick leave may be used on the same basis as other sick leave, provided that in no event shall the City make payment for any unused accumulated reserve sick leave; it being understood payments will only be made for the days accumulated as regular sick leave (120 days).

Effective July 1, 1991, after an employee accumulates one hundred twenty (120) sick leave days, they will have the following options:

1. An employee may cash out their unused annual sick leave, up to a maximum of seven and one-half (7 1/2) days (one half of the total fifteen days accrued) at their hourly rate at the time the leave was accrued. Such requests for cashout must be submitted to the Finance Department through the appropriate Department Head within thirty (30) days after the start of a new fiscal year.
2. The employee may have the unused sick leave accrued at a rate of one hundred (100%) percent added to their reserve sick bank, up to a maximum of one hundred ninety (190) days, as set forth in paragraph two of this Section.

In order to be eligible for the annual cashout provision outlined in subsection 1 of this Section, an employee's sick leave bank must remain at a level of at least one hundred twenty (120) days. An employee may not cashout sick leave under the annual cashout provision that would reduce their sick leave bank to a level below one hundred twenty (120) days.

SECTION C. Permanent full-time seniority employees will earn and be credited with one and one-quarter (1 1/4) workdays of sick leave credit for each complete calendar month of service. In order to earn a day and 1/4 of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

SECTION D. For purposes of computing sick leave pay, a workday shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight-time rate.

SECTION E. The City may require that employees provide specific and detailed medical data from the employee's doctor stating the cause of the absence upon request of the Department Head or whenever sick leave exceeding three (3) consecutive workdays is taken pursuant to this Article. Failure to provide or falsification of such evidence will be cause for discipline. Abuse of sick leave will be cause for disciplinary action. In determining abuse, the City may consider frequency or

pattern of usage or the underlying circumstances. Discipline invoked under this Section shall be progressive and corrective in nature. The City may, at its discretion, require that employees submit to physical and mental tests and examinations by a City-appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the City will pay the cost of such tests and examinations.

To be eligible for sick leave pay, the employee must be at his residence, or physician's office, during his normal working hours. Such presence must be verifiable by telephone, and answering devices are unacceptable for this purpose. This provision is inapplicable to those cases involving medical disability verified to the satisfaction of the City.

SECTION F. The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

SECTION G. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

SECTION H. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION I. An employee shall be entitled to three (3) personal days per calendar year, (non-cumulative) taken from the accumulated sick leave bank. The days may be taken at the employee's discretion, and unused days shall remain in the sick leave bank, provided that their personal days cannot be used in conjunction with vacations or holidays. The employee must submit a written request at least five (5) working days in advance and receive approval from the Department Head prior to taking the personal leave day; provided that an exception to these requirements may be granted by the Department Head.

SECTION J. The Union may establish a sick leave bank to be used in the event a member exhausts all other leave benefits due to illness or injury. Employees may contribute up to ten (10) hours of sick leave per year for each year of service to the City. These hours may be placed in the sick leave bank as they are needed. Distribution by the Union to full-time employees shall be subject to the approval of the City.

ARTICLE XXII - HOLIDAYS

SECTION A. The following are designated as holidays on which absence from work is authorized:

1. Columbus Day
- *2. Day before New Years
3. New Years Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day following Thanksgiving
- *9. Day before Christmas
10. Christmas Day
11. Veteran's Day
12. Monday prior to Washington's Birthday (the day of federal observation)
13. One-half (1/2) day the afternoon of Good Friday

* When the day falls on a Monday, Tuesday, Wednesday or Thursday. (See Section C).

With respect to New Year's Day, Memorial Day, Independence Day and Christmas Day, if the holiday falls on a Sunday, the following Monday shall be deemed the holiday and if the holiday falls on Saturday, the preceding Friday shall be deemed the holiday. The employee will not be paid for a holiday however, if he is absent without leave the full scheduled workday preceding the holiday or the full morning of a half holiday or the full scheduled workday following the holiday.

SECTION B. An employee who is scheduled to work on any holiday set forth above and does not work said day shall receive no holiday pay for such day.

SECTION C. Eve days preceding the New Year's and Christmas Day holidays will be granted on the day preceding such holiday when the day falls on a Monday, Tuesday, Wednesday or Thursday.

When New Years and Christmas fall on a Saturday, Sunday or Monday the eve day preceding such holiday will be considered a floating holiday to be scheduled and taken in the same manner as a personal day, Article XXI Section I, and may also be used in conjunction with approved vacation.

Columbus Day and Veteran's Day shall also be considered floating holidays, regardless of the day of the week on which they occur, and taken in the same manner as a vacation day as outlined in Article XXIII, Section B, paragraph 2. Floating Holidays are accrued as of the day on which the actual holiday occurs. They cannot be carried forward to the following fiscal year, nor may they be cashed out.

ARTICLE XXIII - VACATIONS

SECTION A. Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacation shall be determined as of July 1 of each year, provided no employee shall suffer a loss in benefits from April 1 to July 1:

Service as of July 1	Days of Vacation for Each Month Worked in Previous Year	On and after 7/01/80 Maximum Vacation
Under 2 years	.833 days	10 days
2 - 5 years	1.0 days	12 days
6 - 9 years	1.25 days	15 days
10 -13 years	1.42 days	17 days
14 - 17 years	1.58 days	19 days
18 - 21 years	1.75 days	21 days
22 - 25 years	1.92 days	23 days
Over 25 years	2.08 days	25 days

An employee who does not successfully complete his probationary period shall not accrue any vacation benefits.

SECTION B. Except as provided below, vacations must be taken during the period beginning July 1, and ending June 30. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the City. Vacations will be taken in a period of consecutive days. Vacations may be split into one or two weeks providing such scheduling does not interfere with the operations of the employee's department. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken. In the event that the employee does not take any or all of the vacation to which he is entitled, in any one year, the department head may allow such unused vacation to be taken during the following fiscal year. If the employee requests, the employee shall be paid for up to two (2) weeks of unused vacation at straight time, at the rate of pay applicable when earned.

An employee must provide advance notice of his requested vacation equal to the length of the requested vacation and in no event less than twenty-four (24) hours.

SECTION C. If a holiday is observed by the City on a day other than Saturday or Sunday during a scheduled vacation, the employee shall be entitled to an additional day of vacation.

SECTION D. If a regular payday falls during an employee's vacation, he may receive that pay in advance before going on vacation, provided however, that he makes a written request to the City Treasurer not less than five (5) days before the effective date of his vacation, or twenty (20) days before the payday in question.

SECTION E. If an employee is laid off or retires or leaves the employ of the City, he will receive any unused vacation credit including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year. Upon death of an employee, his beneficiary will receive any unused vacation credit amount.

ARTICLE XXIV - JURY DUTY

A full-time employee with seniority who is called to and reports for jury duty shall be paid by the City for each day or portion thereof spent in performing jury duty if the employee otherwise would have been scheduled to work for the City and does not work, an amount equal to the difference between (1) the employee's regular straight-time hourly rate, exclusive of any premiums for the number of hours spent on jury duty each day up to eight (8) (provided that he otherwise would have been scheduled to work those hours) and (2) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses). The City's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year provided that this period may be extended at the discretion of the City Manager.

In order to receive payment under this Article, an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Section are not applicable to any employee who without being summoned, volunteers for jury duty.

The City reserves the right to seek to get the employee excused from jury duty in order to work.

ARTICLE XXV - FUNERAL LEAVE

In case of death occurring in the employee's immediate family requiring his absence and during a duty period, the employee may be granted a leave of absence with pay for such period, not to exceed four (4) consecutive days, one day of which shall be the day of the funeral, as will be necessary in the particular circumstances. The granting of any such leave and the amount thereof shall be approved by the Department Head and the City Manager. "Immediate Family" is defined as (1) the employee's wife, husband, child, brother, sister, parent, or grandparent, or (2) any relative of the employee living in the same household and his mother-in-law and father-in-law.

ARTICLE XXVI - LEAVES OF ABSENCE

SECTION A. 1. No employee shall be eligible for leave of absence until they have completed a probationary period. All requests for leave of absence must be presented in writing to the City Manager and shall include the following pertinent information: Purpose of leave, effective date and duration. Request for such leave shall be answered by the City Manager in writing within five (5) working days.

Such leaves may be granted by the City for periods up to thirty (30) calendar days. Such leaves may be extended upon written approval of the City Manager. All leaves are granted without pay. Seniority shall accumulate for up to thirty (30) calendar days. On leaves of thirty (30) days or less the City will pay all insurance premiums. Employees on leave must report for work not later than the first working day following the expiration of their leave. An employee who seeks and/or obtains employment while on leave of absence will be automatically terminated from the City effective the date the leave of absence started.

2. The City will grant medical leaves of absence for the duration of a personal illness or injury. In the case of personal illness or injury exceeding five (5) working days, a written request for a medical leave must be submitted to the City with a supporting statement from the doctor. The City reserves the right to require that an employee who is on such leave take a physical examination(s) by a City appointed doctor at City expense periodically. An employee returning from sick leave will be returned to a position in line with his seniority providing he is able to perform the available work and he has been released to go to work by the City doctor. Restrictions for "light work", etc. will not be accepted. In case of illness or injury compensable under Workers' Compensation, said leave shall be granted for the duration of the illness or injury subject to the provisions above. In case of all other medical leaves, said leave shall not exceed the length of the employee's seniority at the time of leave or one (1) year, whichever is less.

All leaves are granted without pay. Seniority shall accumulate for up to thirty (30) calendar days. On leaves of thirty (30) days or less the City will pay all insurance premiums. Employees on leave must report for work not later than the first working day following the expiration of their leave. An employee who seeks and/or obtains employment while on leave of absence will be automatically terminated from the City effective the date the leave on absence started.

SECTION B. An employee who enters the Armed Forces of the United States or who is called for reserve duty, National Guard or other branches of the services, covered by the National Selective Service Act, will be granted leaves and other rights as afforded by the Act.

SECTION C. Maternity leave shall be granted as needed. In all cases of pregnancy, an employee shall notify the City Manager by the end of the fourth month of pregnancy, or when pregnancy has been definitely established, whichever is earlier. A pregnant employee shall be permitted to work as long as her attending physician so recommends, based on his understanding of the specific job (which recommendation shall be in writing, signed by the physician, and placed on file with the employer), or as long as her health permits her to fully discharge her duties, whichever is earlier. The employee must return to work when she is physically able to perform her duties as set forth in Section A.2 above.

In case of dispute between the employee's physician and the City's physician, a mutually agreed upon professional opinion shall be sought to determine whether the employee is physically able to perform her duties.

SECTION D. The Chief Steward shall be granted time off up to five (5) days without compensation to attend the National Union Convention, provided 14 days written notice is given the City Manager specifying the time to be taken off.

SECTION E. The City shall comply with the Family and Medical Leave Act as applicable. Eligible employees will be granted family and medical leave up to a total of 12 weeks absence during any rolling 12 month period for the birth of a child and to care for that child; the placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious health condition; or the serious health condition of the employee. An employee is entitled to continuation of City health insurance while on approved family and medical leave.

ARTICLE XXVII - INSURANCE

Employees included within the Bargaining Unit shall participate in the following insurance programs whose premiums shall be paid by the City:

SECTION A. The City agrees that, for the duration of this Agreement, it will continue to furnish Blue Cross-Blue Shield Health insurance (or equivalent) for the permanent full-time employees. Effective July 10, 1982, the prescription co-pay will be \$3.00; and the Master Medical option provided will be Option II.

Effective May 10, 1994, the basic coverage provided shall be Blue Cross/Blue Shield PPO, the co-pay for prescription drugs will be \$5.00, and the Master Medical will be Option I. Employees who elect coverage under the PPO shall also receive benefits under the MMC-POV Rider.

Effective May 10, 1998, the annual deductibles will be up to, but not to exceed, \$200.00 for individual coverage and \$400.00 for double or family coverage.

SECTION B. The City agrees that, for the duration of this Agreement, it will pay premiums to furnish permanent full-time employees life insurance in the amount of \$40,000, and to provide short term disability insurance. The weekly disability benefit will be equal to fifty percent (50%) of an employee's weekly gross pay or \$300.00, whichever is greater, but will in no event exceed 65% of an employee's weekly gross pay.

Weekly disability income insurance will be made available after a thirty (30) day waiting period from the date of disability. An employee must exhaust any accumulated sick leave prior to going on disability pay. An employee may elect to use accumulated vacation time after exhausting sick leave, but prior to going on disability pay. Sick or vacation time may not be used concurrently with disability income benefits. Health insurance will be continued while an employee is collecting weekly disability income benefits.

SECTION C. Optical Program with Cooperative Services, Inc., in accordance with basic frame program dated March 22, 1976, incorporated herein by reference. The employer will pay the full premiums for the optical insurance plan.

SECTION D. Comprehensive Dental Care Plan with Delta Dental Plan of Michigan in accordance with Plan III of a proposal dated June 26, 1975, including Class III benefits (Orthodontic) incorporated herein by reference. This plan to be effective on the first day of the month following ratification of this Agreement.

SECTION E. An eligible full-time employee shall become insured as soon as permissible under the insurance contract under the insurance plans set forth in this Article, provided, if away from work due to disability, leave of absence, etc. on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION F. Except as otherwise provided in this Agreement, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the City has prepaid the premium for such employee.

SECTION G. Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. With reference to the insurance set forth above, the City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

SECTION H. The City will pay no more for health insurance than the applicable Blue Cross/Blue Shield PPO rates. In the event the cost of alternative health insurance plans exceed the cost of Blue Cross/Blue Shield PPO, the employee shall be responsible for such additional costs. The employee shall sign a payroll authorization card authorizing such deductions as a condition of eligibility for the alternative insurance benefits.

ARTICLE XXVIII - RETIREMENT

SECTION A. Employees included within the Bargaining Unit shall be entitled, as a condition of employment, to the benefits of the retirement system approved by the Farmington Hills City Council on August 15, 1988, being Ordinance C-41-88, and subsequent amendments which retirement system

is incorporated herein by reference.

SECTION B. For retirements occurring after July 1, 1993, normal retirement shall be at sixty (60) or more years of age with eight (8) or more years of service. Pension benefit shall be two and one-half (2.5%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) percent for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation, paid until the retiree reaches age sixty-seven (67). At age sixty-seven (67), the pension benefit shall be two and one-quarter (2.25%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) percent for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation.

Effective July 1, 1997, in addition to the eligibility conditions already outlined in this Section, employees who are at least fifty-five (55) years of age may retire with an unreduced pension if the sum of their age and years of service is greater than or equal to eighty (80).

Employees shall contribute four and one-half (4.5%) percent of the employee's annual salary, which shall include all compensation used to determine average final compensation as defined in this Article. Effective July 1, 1997, the employee contribution shall increase to five and one-half (5.5%) percent. Average final compensation will be based upon the three (3) consecutive highest years of the last ten (10). Average final compensation shall be defined as in the City Pension Ordinance, except that it shall also include annual longevity as a percentage of base pay.

In consideration of the pension improvements negotiated by the parties herein, the Union waives their rights and agrees that pension benefit improvement shall not be a subject of negotiations for a period of six (6) years or two contracts, the longer of the two.

SECTION C. Effective July 1, 1987, the City will pay a health insurance premium stipend for eligible retirees in good standing under the City's retirement system and: (1) who are at least fifty-seven (57) years of age; (2) who have at least twenty-five (25) years of seniority with the City on the date of retirement; and (3) who meet the requirements set forth in this Section C.

1. The City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-I, or its equivalent, Master Medical Option II or its equivalent, prescription rider - \$3.00 co-pay or its equivalent.

Effective for retirements occurring after May 10, 1994, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent, and Master Medical Option I or its equivalent, prescription drug rider \$5.00 co-pay or its equivalent.

Effective for retirements occurring after May 10, 1998, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent with an annual deductible of up to, but not to exceed, \$200 for individual coverage and \$400 for double coverage; and Master Medical Option I or its equivalent, with a prescription drug rider \$5.00 co-pay.

2. The City's stipend payment will be made for the eligible employee and his/her lawful spouse.

3. The City's stipend payment shall not exceed \$300.00 per month or the cost of the actual premium, whichever is less. Any additional premium cost shall be the obligation of the retiree. To continue his/her eligibility under this Article, the retiree must remit the retiree's share of the premium cost to the City Treasurer one month in advance.
4. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The City insurance plan shall be considered the secondary insurance.
5. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program).
6. Any funds established by the City shall be vested in the City, and no employee covered by this agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the City. Furthermore, the City reserves the right to change providers.
7. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree is actively employed and covered by his/her employer's health insurance program.
8. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement. In the event the employee selects one of the survivorship options, the spouse will continue to be eligible for the benefits of this Article as long as he/she continues to be eligible for and receive the survivorship pension benefits.
9. An employee, who receives a disability retirement under the terms of the City's retirement plan, will receive the health insurance benefit set forth above.
10. This provision shall only apply to retirements which occur on or after July 1, 1987.

SECTION D. For retirements occurring after July 1, 1993, the City will pay a health insurance premium stipend for eligible retirees in good standing under the City's Retirement System in accordance with the following schedule:

Minimum Age on Date of Retirement	Minimum Years of Seniority with City On Date of Retirement	Maximum Monthly City Contribution
60	15	\$400.00 (partial benefit)
60	20	\$600.00 (full benefit)
57	25	\$600.00 (full benefit)

Requirements, coverage, eligibility, and benefits are as otherwise set forth in Section C. of this Article.

Effective July 1, 1997, in addition to the eligibility conditions already outlined in this Section, employees who are at least fifty-five (55) years of age may retire with the full health insurance benefit as defined in this Section if the sum of their age and years of service is greater than or equal to eighty (80).

SECTION E. For retirements occurring after January 1, 1991, the City will pay the full monthly premium costs at the time the retiree attains eligibility age for Medicare for those retirees eligible for full health insurance benefits.

SECTION F. Death-In-Service Benefits. A pension shall be paid for life to the surviving spouse of a deceased employee if each of the following conditions are met:

1. the employee has ten (10) or more years of credited service;
2. the employee was married to the surviving spouse at the time of the employee's death;
3. the employee died while an active employee of the City.

The amount of an eligible surviving spouse's benefit shall be the same pension to which the spouse would have been eligible if said employee had retired the day preceding the employee's death; elected form of payment A; and nominated the said spouse as survivor beneficiary. The benefit shall become payable at the time of death.

SECTION G. The City shall provide a health insurance stipend waiver allowance, in lieu of retirement health insurance benefits, to eligible retirees who provide evidence of other current health insurance coverage. Retirees normally eligible for a double contract shall be eligible for a monthly cash waiver allowance equal to the cost of a single contract. Retirees normally eligible for a single contract shall be eligible for a monthly cash waiver allowance equal to one-half (1/2) the cost of a single contract. Application of the retiree waiver allowance program shall otherwise be subject to provisions of the City's waiver allowance program currently in effect for the active employees, the current City pension ordinance, and the current collective bargaining agreement.

The cost of a single contract shall be determined by averaging the cost of single group health insurance contracts by all providers, including health maintenance organizations and preferred provider networks. The waiver allowance for retirees may not exceed the waiver allowance for active employees.

ARTICLE XXIX - ON-THE-JOB INJURY

SECTION A. Partial Use of Sick Leave for Employees Injured in the Line of Duty. An employee with accumulated sick leave who is unable to work as a result of an injury or sickness arising out of and in the course of his employment with the City and notice of which injury shall have been given the City as required, shall receive full pay until his accumulated sick leave is exhausted, in the following manner:

1. The first one hundred and thirty (130) workdays not to be deducted from employee's accumulated sick time on any one injury or sickness.

2. The full pay shall be effected by paying such employee an amount which, together with the weekly Workers' Compensation benefits to which he may be entitled, shall equal his regular pay on the basis of his average standard workweek, exclusive of overtime, at the time of injury.
3. The accumulated sick leave shall be used up at the rate of one hour of sick leave for each two regularly scheduled work hours the employee is absent. Said ratio of one to two shall be applied regardless of the actual ratio of Workers' Compensation benefits to full pay.

The effect of 2 and 3 is to extend sick leave credits and make the same last twice as long for an injury in the line of duty.

SECTION B. After the exhaustion of sick leave credits, payments consist only of benefits under the Workers' Compensation Act.

SECTION C. Offset and Refund of Workers' Compensation Checks. In no case shall an employee receive for any period of time more, including Workers' Compensation benefits, than eighty-five (85%) percent of his regular take-home pay, the same to be determined at the time of the injury, on the basis of his average standard workweek, exclusive of overtime. Where practicable, this shall be effected by deducting the weekly Workers' Compensation benefit from the amount of sick leave payment otherwise payable. If any Workers' Compensation payments are received by an employee for a period for which the employee has received sick leave payments without deduction for Workers' Compensation, the employee shall refund to the City the Workers' Compensation benefits for such period.

SECTION D. An employee who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the City. His/her activities and the duration of limited duty are to be prescribed by the City physician. In cases where there is a dispute of medical opinion between the City physician and the employee's physician, a third opinion shall be obtained from a physician mutually agreeable to the parties. The cost of the third opinion shall be equally shared by the City and the employee, and such third opinion shall be final and binding. The employee, while on limited duty, shall receive his/her current rate of pay with no deductions from sick time, compensatory time or other benefits.

ARTICLE XXX - MISCELLANEOUS

SECTION A. The City may require that employees submit to physical tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

SECTION B. The City may require that employees authorize their doctors to provide specific and detailed medical data from the employee's doctor for any illness or injury which resulted in lost work time exceeding three (3) consecutive days.

SECTION C. If an employee is required to use his automobile in connection with his job, he shall be paid at the higher rate of either twenty-five (25) cents per mile, or the current rate for mileage reimbursement established by the City for other general employees. Employees using their own cars shall, if required by the City, keep and file a record of all mileage driven on City business. The City shall furnish forms for this purpose.

SECTION D. This contract shall conform in all respects with the regulations of the United States Government with respect to the control of wages under authority granted to the President of the United States by Act of Congress. Nothing herein shall be held to conflict with any such regulation.

SECTION E. Uniforms will be provided to the Park Maintenance Supervisors, DPW Maintenance Supervisors, Fleet and Facilities Maintenance Supervisor, Golf Course Maintenance Supervisor, and the Golf Course and the Parks Maintenance Superintendent as per past practice. For those employees in these classifications who are required to wear steel-toed boots, the City shall reimburse up to \$65.00/year per employee toward the purchase of such boots.

SECTION F. In the event an employee is assigned to a higher-rated job classification in excess of two (2) weeks, the employee will receive the minimum rate of pay for the new classification, or the step in the new classification which represents a full step increase in pay for that period of time in excess of two (2) weeks upon the review and approval of the City Manager. Other temporary assignments will be subject to review and approval by the City Manager at the request of the involved employee.

ARTICLE XXXI - DEPARTMENT TRAINING

SECTION A. Approval of Educational Aid requests is the joint responsibility of the Department Director and City Manager. In approving such requests, consideration is given to the City's requirements and the employee's potential and development needs.

SECTION B. Approved courses are reimbursed 100%, including books, provided the employee's final grade is the equivalent of a "C" or better. No reimbursement is authorized for below "C" level work. Any refundable deposit is not eligible for reimbursement. Books purchased by the City shall remain the property of the City.

The City's reimbursement shall not exceed one hundred and sixty (\$160.00) dollars per credit hour for undergraduate classes and two hundred (\$200.00) dollars per credit hour for graduate classes, and such maximums shall increase by ten percent (10%) effective July 1, 1994 and again July 1, 1995. Total annual reimbursement shall not exceed two thousand (\$2,000.00) dollars per employee, exclusive of books and registration fees. Non-credit skill improvement classes related to City positions will also be reimbursed.

SECTION C. The employee must receive advance written approval from the City Manager to be eligible for any payments under this Article. In the event the employee leaves the employ of the City within one (1) year from the date the City makes the payment, the employee shall reimburse the City for such payments by having the amount deducted from their final paycheck(s). The employee must

sign an agreement authorizing such payroll deductions before the City makes any payments under this Article.

ARTICLE XXXII - MAINTENANCE OF CONDITIONS

The City shall make no changes that are contrary to the provisions of this Agreement, in wages, hours or conditions of employment. This Agreement shall supersede any rules and regulations governing the involved City departments which are in conflict with the provisions of this Agreement.

ARTICLE XXXIII - GENERAL

The Union shall have a representative of its choosing on the City Safety Committee.

ARTICLE XXXIV - DISCIPLINE

An employee shall be entitled to representation by an appropriate Union representative at disciplinary interviews or interrogations from which disciplinary action may ensue. Whenever possible such investigations will be held during working hours.

ARTICLE XXXV - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXXVI - SAVINGS AND SEPARABILITY

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

ARTICLE XXXVII - DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of July 1, 1996, and shall continue and remain in full force and effect to and including June 30, 2000, and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to June 30, 1996, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

SECTION B. If any negotiations described in Section A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION C. IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

CITY OF FARMINGTON HILLS

TEAMSTERS, STATE, COUNTY AND
MUNICIPAL WORKERS, LOCAL 214

BY: Daniel G. Walk

BY: Paul Walker 6-19-97

BY: Ann Pulinsky

BY: Andrew King 6/20/97

BY: Mary L. Latta

CITY OF FARMINGTON HILLS
APPENDIX A
7/01/96

AMSTERS

CLASSIFICATION	START	1 YEAR	2 YRS	3 YRS	4 YRS
Recreation Programmer	24,626	25,518	26,416	27,301	28,199
Secretary/Executive Sec.	25,112	26,009	26,923	27,828	28,740
Administrative Secretary	28,803	29,669	30,562	31,475	32,419
Arena Maint. Supv.	29,342	30,408	31,471	32,534	33,594
Recreation Specialist	29,342	30,408	31,471	32,534	33,594
Retail Supervisor	29,342	30,408	31,471	32,534	33,594
Account Processing Supv.	30,679	31,790	33,896	34,008	35,114
Facilities Coordinator	32,951	34,141	35,334	36,523	37,719
Golf Course Maint. Supv.	32,951	34,141	35,334	36,523	37,719
Park Maint. Supervisor	32,951	34,141	35,334	36,523	37,719
Recreation Supervisor	32,951	34,141	35,334	36,523	37,719
Sr. Adult Program Coord.	32,951	34,141	35,334	36,523	37,719
Staff Planner I	32,951	34,141	35,334	36,523	37,719
Youth Program Supervisor	32,951	34,141	35,334	36,523	37,719
Dispatch Supervisor	35,526	36,805	38,084	39,363	40,642
Facilities Supv.	35,960	37,256	38,556	39,858	41,155
Staff Planner II	35,960	37,256	38,556	39,858	41,155
Records Division Supervisor	37,519	38,872	40,224	41,577	42,931
Sr. Adult Program Supv.	37,519	38,872	40,224	41,577	42,931
Park Maintenance Supt.	37,519	38,872	40,224	41,577	42,931
Glf Crse & Grnds Maint Supt	37,519	38,872	40,224	41,577	42,931
Recreation Superintendent	37,519	38,872	40,224	41,577	42,931
DPW Maintenance Supv.	37,519	38,872	40,224	41,577	42,931
Fleet & Fac. Maint. Supv.	37,519	38,872	40,224	41,577	42,931
Building Maintenance Supv.	37,519	38,872	40,224	41,577	42,931
Zoning Office Supervisor	42,961	44,505	46,054	47,579	49,150
Building Official	42,961	44,505	46,054	47,579	49,150
City Planner	42,961	44,505	46,054	47,579	49,150
Chief Engineering Insp.	42,961	44,505	46,054	47,579	49,150

CITY OF FARMINGTON HILLS
APPENDIX A
7/01/97

TEAMSTERS

CLASSIFICATION	START	1 YEAR	2 YRS	3 YRS	4 YRS
Recreation Programmer	25,365	26,284	27,208	28,120	29,045
Secretary/Executive Sec.	25,865	26,789	27,731	28,663	29,602
Administrative Secretary	29,667	30,559	31,479	32,419	33,392
Arena Maint. Supv.	30,222	31,320	32,415	33,510	34,602
Recreation Specialist	30,222	31,320	32,415	33,510	34,602
Retail Supervisor	30,222	31,320	32,415	33,510	34,602
Account Processing Supv.	31,599	32,744	33,883	35,026	36,167
Facilities Coordinator	33,940	35,165	36,394	37,619	38,851
Golf Course Maint. Supv.	33,940	35,165	36,394	37,619	38,851
Park Maint. Supervisor	33,940	35,165	36,394	37,619	38,851
Recreation Supervisor	33,940	35,165	36,394	37,619	38,851
Sr. Adult Program Coord.	33,940	35,165	36,394	37,619	38,851
Staff Planner I	33,940	35,165	36,394	37,619	38,851
Youth Program Supv.	33,940	35,165	36,394	37,619	38,851
Dispatch Supervisor	36,592	37,909	39,227	40,544	41,861
Facilities Supv.	37,039	38,374	39,713	41,054	42,390
Staff Planner II	37,039	38,374	39,713	41,054	42,390
Records Division Supervisor	38,645	40,038	41,431	42,824	44,219
Sr. Adult Program Supv.	38,645	40,038	41,431	42,824	44,219
Park Maintenance Supt.	38,645	40,038	41,431	42,824	44,219
Glf Crse & Grnds Maint Supt	38,645	40,038	41,431	42,824	44,219
Recreation Superintendent	38,645	40,038	41,431	42,824	44,219
DPW Maintenance Supv.	38,645	40,038	41,431	42,824	44,219
Fleet & Fac. Maint. Supv.	38,645	40,038	41,431	42,824	44,219
Building Maintenance Supv.	38,645	40,038	41,431	42,824	44,219
Zoning Office Supervisor	44,250	45,840	47,436	49,006	50,625
Building Official	44,250	45,840	47,436	49,006	50,625
City Planner	44,250	45,840	47,436	49,006	50,625
Chief Engineering Insp.	44,250	45,840	47,436	49,006	50,625

CITY OF FARMINGTON HILLS
APPENDIX A
7/01/98

AMSTERS

CLASSIFICATION	START	1 YEAR	2 YRS	3 YRS	4 YRS
Recreation Programmer	26,126	27,073	28,024	28,964	29,916
Secretary/Executive Sec.	26,641	27,593	28,563	29,523	30,490
Administrative Secretary	30,557	31,476	32,423	33,392	34,394
Arena Maint. Supv.	31,129	32,260	33,387	34,515	35,640
Recreation Specialist	31,129	32,260	33,387	34,515	35,640
Retail Supervisor	31,129	32,260	33,387	34,515	35,640
Account Processing Supv.	32,547	33,726	35,960	36,079	37,252
Facilities Coordinator	34,958	36,220	37,486	38,748	40,017
Golf Course Maint. Supv.	34,958	36,220	37,486	38,748	40,017
Park Maint. Supervisor	34,958	36,220	37,486	38,748	40,017
Recreation Supervisor	34,958	36,220	37,486	38,748	40,017
Sr. Adult Program Coord.	34,958	36,220	37,486	38,748	40,017
Staff Planner I	34,958	36,220	37,486	38,748	40,017
Youth Program Supv.	34,958	36,220	37,486	38,748	40,017
Dispatch Supervisor	37,690	39,046	40,404	41,760	43,117
Facilities Supv.	38,150	39,525	40,904	42,286	43,662
Staff Planner II	38,150	39,525	40,904	42,286	43,662
Records Division Supervisor	39,804	41,239	42,674	44,109	45,546
Sr. Adult Program Supv.	39,804	41,239	42,674	44,109	45,546
Park Maintenance Supt.	39,804	41,239	42,674	44,109	45,546
Glf Crse & Grnds Maint Supt	39,804	41,239	42,674	44,109	45,546
Recreation Superintendent	39,804	41,239	42,674	44,109	45,546
DPW Maintenance Supv.	39,804	41,239	42,674	44,109	45,546
Fleet & Fac. Maint. Supv.	39,804	41,239	42,674	44,109	45,546
Building Maintenance Supv.	39,804	41,239	42,674	44,109	45,546
Zoning Office Supervisor	45,578	47,215	48,859	50,476	52,144
Building Official	45,578	47,215	48,859	50,476	52,144
City Planner	45,578	47,215	48,859	50,476	52,144
Chief Engineering Insp.	45,578	47,215	48,859	50,476	52,144

CITY OF FARMINGTON HILLS
APPENDIX A
7/01/99

TEAMSTERS

CLASSIFICATION	START	1 YEAR	2 YRS	3 YRS	4 YRS
Recreation Programmer	26,910	27,885	28,865	29,833	30,813
Secretary/Executive Sec.	27,440	28,421	29,420	30,409	31,405
Administrative Secretary	31,474	32,420	33,396	34,394	35,426
Arena Maint. Supv.	32,063	33,228	34,389	35,550	36,709
Recreation Specialist	32,063	33,228	34,389	35,550	36,709
Retail Supervisor	32,063	33,228	34,389	35,550	36,709
Account Processing Supv.	33,523	34,738	37,039	37,161	38,370
Facilities Coordinator	36,007	37,307	38,611	39,910	41,218
Golf Course Maint. Supv.	36,007	37,307	38,611	39,910	41,218
Park Maint. Supervisor	36,007	37,307	38,611	39,910	41,218
Recreation Supervisor	36,007	37,307	38,611	39,910	41,218
Sr. Adult Program Coord.	36,007	37,307	38,611	39,910	41,218
Staff Planner I	36,007	37,307	38,611	39,910	41,218
Youth Program Supv.	36,007	37,307	38,611	39,910	41,218
Dispatch Supervisor	38,821	40,217	41,616	43,013	44,411
Facilities Supv.	39,295	40,711	42,131	43,555	44,972
Staff Planner II	39,295	40,711	42,131	43,555	44,972
Records Division Supervisor	40,998	42,476	43,954	45,432	46,912
Sr. Adult Program Supv.	40,998	42,476	43,954	45,432	46,912
Park Maintenance Supt.	40,998	42,476	43,954	45,432	46,912
Glf Crse & Grnds Maint Supt	40,998	42,476	43,954	45,432	46,912
Recreation Superintendent	40,998	42,476	43,954	45,432	46,912
DPW Maintenance Supv.	40,998	42,476	43,954	45,432	46,912
Fleet & Fac. Maint. Supv.	40,998	42,476	43,954	45,432	46,912
Building Maintenance Supv.	40,998	42,476	43,954	45,432	46,912
Zoning Office Supervisor	46,945	48,631	50,325	51,990	53,708
Building Official	46,945	48,631	50,325	51,990	53,708
City Planner	46,945	48,631	50,325	51,990	53,708
Chief Engineering Insp.	46,945	48,631	50,325	51,990	53,708

MEMORANDUM OF UNDERSTANDING

THE CITY OF FARMINGTON HILLS
and
Teamsters Local 214

SUBJECT: Contract Re-opener Regarding Optical Insurance

The City of Farmington Hills and Teamsters Local 214 execute this Memorandum of Understanding, hereby agreeing to a contract re-opener regarding the issue of optical insurance for the optical insurance year commencing July 1, 1997. No other issues shall be subject to negotiations for this re-opener. The parties understand that there is no agreement in advance to modify optical insurance benefits or change carriers. However, the parties will meet to study alternatives to the current coverage specified in our labor agreement and negotiate regarding alternatives. In agreeing to this re-opener, neither party waives any of its other contractual rights.

Signed this 21st day of May, 1997.

Teamsters Local 214

CITY OF FARMINGTON HILLS

By: [Signature]

By: [Signature]

5-21-97 5/21/97

MEMORANDUM OF UNDERSTANDING

It is understood and agreed to by the City and the Union that the sick leave provisions of the Agreement are intended to provide employees with income insurance in the event an employee is unable to work due to personal injury or illness or due to the serious injury or illness of an employee's immediate family member (spouse or child) requiring the care of the employee. The parties acknowledge the operational problems which may be caused by absenteeism, including staff shortages, overtime, lost productivity, reduced moral, increased costs, and inequitable distribution of workload. Recognizing the difficulties imposed on the City when employees are absent from work, the parties agree to the following guidelines, controls and incentives governing the use of sick leave outlined herein:

I. Sick Leave Absenteeism Control

A. Definitions

1. An absence for sickness or other good cause will be defined as an absence due to inability to work resulting from one of the following:
 - a. personal illness or injury of the employee;
 - b. a bona fide personal illness or injury of one's immediate family member residing in the same household and requiring the employee's presence, including the birth of an employee's child;
 - c. employee's doctor visits, provided that the appointment cannot be scheduled during non-working hours;
 - d. doctor visits of immediate family members residing in the same household and requiring the employee's presence; provided, however, that the appointment cannot be scheduled during non-working hours.
2. An occurrence is defined as each separate or distinct employee absence, including part day absences where an employee may leave work early due to illness. An absence of two (2) or more consecutive days is still considered to be one (1) occurrence. An absence due to a confirmed on-the-job injury shall not be counted as an occurrence under these guidelines. The number of occurrences of absenteeism, as well as the total hours/days of absence within specific periods of time, and the pattern of such absences shall be used to determine whether an employee's attendance record is acceptable.

Doctor's office visits requiring absences from work of less than one-half (1/2) day, and for which written verification may be required to the satisfaction of the supervisor, shall not be counted as an occurrence.

3. For purposes of this policy, immediate family member is defined as the spouse, child, parent, or other legal dependent living in the same household as the employee.

B. Regulations

1. Consistent with provisions of our Agreement, the City may in certain instances require an employee to provide a physician's statement. A physician's statement must include the following information:
 - a. date treated by the physician;
 - b. diagnosis;
 - c. whether an employee may return to work, and restrictions, if applicable;
 - d. date employee may return to work , and date restrictions are lifted, if applicable;
 - e. signature of the treating physician.
2. Every effort will be made by the parties to treat physician's statements and other medical documentation in a confidential manner.
3. Unpaid absences shall be counted as absences subject to the provisions of this Memorandum.
4. An employee who fraudulently attempts to collect sick leave pay (for purposes of example, falsifying a physician's statement) may be subject to disciplinary action up to and including discharge.
5. Approved personal leave days taken in accordance with our Agreement are not subject to the provisions of this Memorandum.

6. The provisions of this Memorandum are considered to be in addition to those already negotiated by the parties in their collective bargaining agreement. The parties do not waive any other rights except as specifically stated herein.
7. This Memorandum does not, and is not intended to, abridge guaranteed rights of an employee as provided for under applicable State or Federal statutes.

C. Procedure

1. An employee who has four (4) or more occurrences of sick leave within a six (6) month period shall be counseled by his/her supervisor regarding their employment obligation and the necessity of regular attendance.
2. An employee with six (6) or more occurrences of sick leave within an eight (8) month period shall again be counseled by his/her supervisor and may be required to have all future absences verified by a physician's statement.
3. An employee with eight (8) or more occurrences of sick leave within a twelve (12) month period shall receive a written warning documenting the concern regarding the employee's attendance and warning that further occurrences of sick leave will result in further disciplinary action up to and including termination of employment.
4. An employee who has ten (10) or more occurrences of sick leave within a twelve (12) month period shall receive a second written warning informing them that their chronic use of sick leave is excessive and that additional occurrence of sick leave may result in termination of employment.
5. An additional occurrence of sick leave may result in termination of employment.
6. Actions taken in accordance with these guidelines are not subject to the grievance procedure unless such actions result in written warning or termination of employment.
7. Exceptions to this procedure may be granted at the discretion of the City in special circumstances, or in the event of an

unpreventable chronic medical condition documented to the satisfaction of the City. Disputes involving such medical documentation will be resolved in accordance with provisions of our Agreement.

II. Sick Leave Cash Incentive

- A. An employee who accumulates one hundred twenty (120) days sick leave may exercise either one of the following options:
 - 1. An employee may cash out, at a rate of fifty (50%) percent of their annual base pay, their unused sick leave days earned in the immediately ending fiscal year. Such requests for cashout must be submitted in writing to the Finance Department through the appropriate Department Head within thirty (30) days after the start of a new fiscal year.
 - 2. The employee may have the unused sick leave accrued at a rate of one hundred (100%) percent added to their reserve sick bank, up to the maximum specified in our Agreement.
- B. In order to be eligible for the annual cashout provision, an employee's sick leave bank must remain at a level of at least one hundred twenty (120) days. An employee may not cashout sick leave under the annual cashout provision that would reduce their sick leave bank to a level below one hundred twenty (120) days.

III. Effective Date

This Memorandum of Understanding will become effective January 1, 1994 and shall apply to all absences occurring after the effective date.

UNION

CITY

Paul Marshall 1-3-93
Andrew Lung 1/11/94

William McArthur
Dana Pulhinsky

DATE SIGNED

JAN 17, 1994

MEMORANDUM OF UNDERSTANDING
DRUG POLICY

The City, the Union, and every employee will cooperate fully to resist and correct any actual or threatened drug problem. "Drug" includes alcohol, illegal substances, and any other substance, the use, possession, or trading or trafficking of which, causes or threatens to cause either an interference with city operations, a threat to the public welfare, or a violation of law. The City has the right to request an appropriate drug test of every applicant for City employment and any other test or inquiry reasonable directed to this goal. It has the right to require drug tests at the time of scheduled physicals of employees or where the City reasonably suspects drug possession or usage. This includes the right, where there has been an accident, to require a drug test of any employee whose ability might have been impaired by drugs and which could have contributed to the accident or its consequences.

The City shall carry out drug tests in a way which does not needlessly impinge upon privacy or reputation, and which as far as practicable, produces highly reliable results. Since employees must at all times be in the highest condition of alertness and capacity, and since the failure to maintain this condition can result in physical damage, personal injury, or death, either to fellow employees or to members of the public, they shall not only take all steps to maintain their own condition, but to report any hazards observed, including inappropriate activities by other bargaining unit members or any other employee.

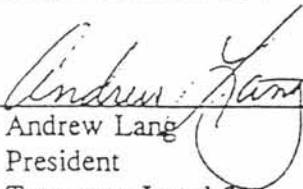
Where the results of a drug test are positive, the City may remove the employee from active duty, and condition the employee's return to active duty upon appropriate medical evidence, including a negative drug retest. Where the results of a drug test are positive and involve usage on duty, impairment on duty or an on duty incident that causes property damage, and/or personal injury to others, the employee will be subject to disciplinary action up to and including discharge. An agreed upon policy between the City and the Union will be developed for the implementation of the drug test. It will then be attached to this Agreement and made a part of it. After returning to duty, an additional positive drug test will result in discharge. Any dispute about the results of a drug test or any other question of physical condition shall be resolved through a special grievance procedure. Under this procedure, the employee shall first obtain the opinion of a qualified physician or other qualified examiner. If this opinion differs from the opinion of the City's examiner, the dispute shall be resolved by a third examiner agreed upon by the City's and the employee's examiner. The decision of the third examiner shall be final and binding, and both the city and the employee shall cooperate fully to provide the third examiner all available records, history and evidence, including the opportunity to examine the employee. If the employee fails to cooperate with the third examiner promptly, they may be terminated subject to Departmental procedures.

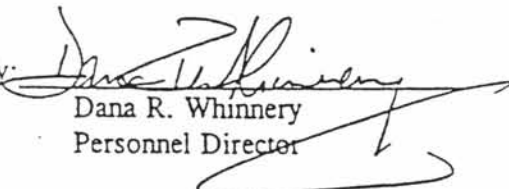
This Memorandum of Understanding becomes effective immediately.

Signed this 4th day of April, 1994.

TEAMSTERS LOCAL 214

CITY OF FARMINGTON HILLS

By: 
Andrew Lang
President
Teamsters Local 214

By: 
Dana R. Whinnery
Personnel Director

CITY OF FARMINGTON HILLS
POLICY STATEMENT

Subject: Drugs/Alcohol Use

Rescinds: New

Effective: March 4, 1994

Page 1

Applies to: Teamster Bargaining Unit Personnel

PURPOSE:

To provide a safe, drug-free work environment to ensure an employee's health and job performance.
To provide guidelines for the consistent handling of alcohol and drug use violations in the City.

POLICY:

1. Use of Alcohol and Drugs

- a. Employees shall not possess, sell, or use alcohol or illegal drugs nor abuse prescribed controlled substances while on the job or on City property.
- b. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of controlled substances except as provided in subparagraph c. below.
- c. Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.

2. Drug Dependency Treatment

Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.

Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with the treatment that are not covered by insurance will be the responsibility of the employee.

PROCEDURE:

1. Drug and or alcohol screens will be conducted in the following instances:

- a. Pre-employment City physicals, including a drug/alcohol screen are required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.
- b. All scheduled physicals shall include a drug/alcohol screen.
- c. When there is a reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a controlled substance at work or is working or

reporting to work under the influence of illegal drugs, alcohol, or an abused or controlled substance, that employee shall be required to consent to a drug and/or alcohol test immediately. Reasonable suspicion may be based upon, but not limited to, unexplained and excessive absence, reports that the employee uses or is under the influence of alcohol or drugs during work, the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, possession of paraphernalia used in connection with any drug or substance subject to these rules, or involvement in an accident or other incident which resulted or could have resulted in bodily injury or damage to property.

Testing will require that the employee provide a urine and/or blood sample or some other medically accepted procedure will be used. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to discharge. All drug screen samples will be given at a licensed medical facility or doctor's office chosen by the City, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City. If a blood alcohol test is used, the same steps will be taken.

Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method. Drugs being screened will include these and related drugs:

- Amphetamines (uppers, bennies, speed)
- Benzodiazepines (tranquilizers)
- Cocaine (snow, crack, flake, coke, etc.)
- Opiates (heroin, codeine, methadone, morphine, smack, horse, etc.)
- Barbiturates (downers, reds, candy, etc.)
- Cannabinods (marijuana, hashish, THC, etc.)
- Methaqualone (SOPARS)
- Phencyclidine (PCP, angel dust)

2. Rehabilitation and Counseling

- a. Any positive test results will result in the employee being relieved from duty.
- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.
- c. Within 45 days of entering the treatment program, the employee must provide satisfactory medical evidence that they have completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However,

no period longer than six months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

- d. Treatment programs acceptable to the City under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate State licensing agency. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. Any employee who has returned to work is subject to retesting as otherwise provided in this policy, and if they fail the retest, shall be discharged.

3. Disciplinary Action

Disciplinary action is appropriate in the following instances:

- a. Any employee who is in the possession of, sells, or uses alcohol, or illegal drugs or illegally possesses, sells, or uses a controlled substance, while on the job shall be subject to discharge.
- b. Any employee who works or reports to work under the influence of alcohol, controlled substances, or drugs shall be immediately suspended and shall be subject to discipline up to and including discharge. This includes prescribed and over-the-counter drugs not reported to a supervisor as required by Section 1.c. above. The type and severity of discipline will depend on all the circumstances, including nature of substance, employee's explanation, and willingness to enter a rehabilitation program if treatment is appropriate.
- c. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to discharge.
- d. Anyone involved in the trafficking of illegal drugs or controlled substances, whether on or off City premises, will be subject to discharge.

Trafficking will include the actual sale or distribution of drugs or controlled substances, or possessing a quantity of drugs that is more than would be expected for personal use. Trafficking will also include having in possession illegal drugs or controlled substances that are packaged in a way which indicates an intent to distribute.

4. Appeal

The employee will have the opportunity to discuss the positive test results with the City and may, at the employee's own expense, have another test run on a second sample.

Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure.

MEMORANDUM OF UNDERSTANDING

THE CITY OF FARMINGTON HILLS
and
TEAMSTERS LOCAL 214

SUBJECT: ANTI-DRUG ABUSE AND ALCOHOL ABUSE POLICY

The City of Farmington Hills and Teamsters Local 214 hereby execute this Memorandum of Understanding, adopting this Anti-drug Abuse and Alcohol Abuse Policy, attached hereto, pursuant to collective bargaining and the Settlement Agreement dated May 21, 1997.

Signed this 19th day of June, 1997.

TEAMSTERS LOCAL 214

CITY OF FARMINGTON HILLS

By:  6-19-97

By: 

City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, Michigan 48336-1165

ANTI-DRUG AND ALCOHOL ABUSE POLICY

FEDERAL AND STATE REGULATION

Reflecting Michigan's Public Act 265 of 1995 and the F.H.W.A. Technical Rule Amendments of March 8, 1996

I. POLICY STATEMENT OF THE City of Farmington Hills:

The City of Farmington Hills is dedicated to the well-being and safety of our employees, management, and the community we serve. We are also committed to the successful operation of our City and its citizens. We are committed to improve employee productivity, and to service the needs and demands of our employees, and residents.

We acknowledge and agree that alcohol and drug abuses in the workplace reflect a national problem. This policy and accompanying procedures are important in addressing this problem. We are required to comply with certain regulations which include the *Federal Highway Administration, Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Workers Drug Testing Programs (49 CFR, Parts 40 and 382)*. We must also meet the requirements of Michigan's *Motor Carrier Safety Act No. 339 of 1990 (M.C.L. 480.11)*. Our obligation to comply includes all revisions to that act, specifically, *Public Act No. 265 of 1995* which governs intrastate commercial motor vehicle operations.

The City of Farmington Hills has a strong commitment to its employees. We intend to provide an alcohol and drug-free working environment. The City is also committed to its citizens, customers, administration, local businesses, and the public to operate its business safely and prudently. We are implementing the following policy and procedures to serve as a guide us and our employees in the enforcement of our policy. Our procedures are based on both Federal and State regulations. Both sets of regulations govern the use of controlled substances, abuses of alcohol, and testing programs designed to deter and detect the use of alcohol and/or controlled substances in our workplace. There are eight specific reasons why we have developed these procedures.

- A. **ESTABLISH** and maintain a healthy and safe working environment for all of our employees;
- B. **ASSURE** the reputation of The City and its employees as good responsible citizens;
- C. **REDUCE** accidental injury to persons and property;
- D. **REDUCE** absenteeism, tardiness, and indifferent or declining job performance; and
- E. **DETER** the use of illegally used controlled substances and alcohol abuses; and
- F. **DETECT** the use and abuse of both alcohol and controlled substances by those employees who may persist in the use of these substances in spite of our policy.
- G. **PROVIDE** assistance in rehabilitation for any employee by the City's *Employee Assistance Program*.
- H. **GOVERNMENT** regulations require us to implement these programs because some of our employees perform what are defined as safety-sensitive functions during working hours.

This policy is adopted this day February 28, 1997 by the governing body of City and will guide the activities of all of our employees from this point on.

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ADMINISTRATIVE PROCEDURES OF
City of Farmington Hills
FOR THE ENFORCEMENT OF
ALCOHOL ABUSE AND CONTROLLED SUBSTANCES USE
BY COMMERCIAL DRIVERS AND OTHER SAFETY-SENSITIVE PERSONS EMPLOYED BY
City of Farmington Hills

II. DEFINITIONS:

The City of Farmington Hills is *required by Federal regulations* to promote a policy on the misuse of alcohol and the use of controlled substances.¹ Our policy has been provided to each of our employees along with copies of these administrative procedures.² We are also being required by these same Federal regulations to develop and maintain a system of testing. Our testing system will test for illegal controlled substances and alcohol use by employees doing certain functions or holding specific licenses. These specific classes of employees include:

- A. **EMPLOYEES** required to possess a valid commercial driver's license to satisfy job requirements³ and who perform safety-sensitive functions as a normal part of their workday. Three separate and distinct classifications of employees who may perform safety-sensitive function are reflected by the three examples listed below.
1. Drivers or operators who are required to possess a commercial driver's license by virtue of the equipment they operate.
 2. Vehicle mechanics who, because they must evaluate their work on equipment, operate equipment identified as requiring a commercial driver's licenses to operate must be participants in our program if we operate across state lines (interstate). Since we are limiting our operations to only those within the State of Michigan, we can exclude mechanics from participation under State law if the mechanic is operating a commercial motor vehicle and meets any of the following conditions.
 - a. If the commercial motor vehicle is not be using to transport persons, property or the operator is not being compensated for the vehicle's operation.
 - b. The mechanic is not being used as a regularly-employed driver.
 - c. The mechanic is test driving a loaded vehicle but does not travel more than ten miles from the repair facility.
 3. Supervisors who might ever actually operate commercial vehicles are required to participate in such programs - whether licensed or not. Other supervisors who significantly affect vehicle safety⁴, assign or otherwise have day-to-day responsibility for supervising subordinates, are not required to

¹ 49 CFR, Part 382, Subpart F, §382.601

² §382.601(a)(1)

³ Subpart A, §382.103(a)

⁴ US DOT Guidance Letter HCS-30 dated 12/21/94.

participate in drug and alcohol testing programs by the Federal Highway Administration.

B. **SAFETY-SENSITIVE FUNCTIONS** are clearly defined within the Technical Amendments to the Federal Regulation (49 CFR, Part 382, Subpart A, §382.105(3)). Safety-sensitive functions are identified within the following subpart.

1. **All time** at the employer or shipper's 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.
2. **All time** inspecting equipment as required under Federal Regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
3. **All time** spent at the driving controls of a commercial motor vehicle in operation.
4. **All time**, other than driving time, in or upon a commercial motor vehicle.
5. **All Time** loading, unloading, or assisting or supervising in the loading or unloading a commercial motor vehicle. This includes remaining in attendance on a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle or in giving or receiving receipts for shipments loaded or unloaded.
6. **All time** repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

C. **ILLEGAL, UNAUTHORIZED DRUGS AND ALCOHOL:** None of our employees can report to work displaying the effects of illegal, illicit, controlled, or unauthorized drugs. No employee will take, make, sell, give, transport, or possess a controlled or illegal substance which is considered a covered substance under the Controlled Substance Act (CSA). This, specifically, includes all Schedule I. and II. substances identified on page 1 and Schedule III. through V. substances being used or possessed without approval, legal prescriptions, or authorization.

1. **CONTROLLED SUBSTANCE ACTS** are contained within Title 21 of the United States Code [Section 802(6), Food and Drugs] and use and possession of these controlled substances is unlawful under Chapter 13 of that title [Section 801 et seq.].

2. **DRUG DEPENDENCY TREATMENT**

Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive treatment. If so, the leave provisions of Item 7 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.

Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with the treatment that are not covered by insurance will be the responsibility of the employee.

3. **DRUG TESTS:** We will utilize testing procedures with scientifically valid protocols and that meet the certification criteria of the Substance Abuse and Mental Health Services Administration (SAMHSA), formerly known as the National Institute of Drug Abuse (NIDA). The only approved drug detection

tests are urinalysis samples analyzed by U.S. Department of Health and Human Services-certified laboratories. We and the laboratories we utilize are compliant with 49 CFR, Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

- a. All urine samples will be subjected to an initial screening utilizing an immunoassay technique.
 - b. Specimens with negative test results following the initial screening will be reported to our Medical Review Officer (MRO) as negative tests. The initial screening test is designed to eliminate negative tests from any further consideration⁵. The MRO will, in turn, report those tests to us as negative screening tests.
 - c. Specimens with positive test results following the initial screening will be subjected to a laboratory-administered analytical procedure to identify the presence of a specific drug or metabolite⁶.
 - (I). This confirmatory test must, by definition, be independent from the screening test.
 - (II). To ensure reliability and accuracy, the confirmatory test must use a technique and chemical principal different from the screening test.
 - d. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.
 - e. Protested positive test results allow the employee or applicant to submit a split sample portion of the original specimen required by Federal regulations immediately, and without prior notice, for testing.
 - (I). If the split-sample urine drug screen test is requested, the applicant will pay for the test. The City will reimburse the cost to the employee if the results of this test is negative.
 - (II). If the split sample's test's results overturn a first test positive, the test will be reported as a negative and a copy of the second test results, and only the second test's results, will be placed in the employee's driver's or personnel file and a copy provided to the employee or applicant
4. **BREATH ALCOHOL TESTS:** Only those tests with approved protocol issued by the United States Department of Health and Human Services will be permissible. Certified Breath Alcohol Technicians will administer our alcohol tests using devices appearing on the Conforming Products Lists (CPL) and approved by the National Highway Traffic Administration (NHTSA).⁷
- a. Initial screening to determine the presence of alcohol in an employee's body will utilize an analytical procedure and device to determine if an employee has a prohibited level of alcohol

⁵ 49 CFR, Part 382, Subpart A, §382.107

⁶ 49 CFR, Part 40, §40.3

⁷ 49 CFR, Part 382, Subpart A, §382.107

in his or her system. If the initial screening indicates a breath alcohol concentration of above .02 percent, a confirmatory test will be administered.

- b. A confirmatory test following the initial test with a test result of .02 percent or greater will be administered within 20 minutes of the initial test result. The confirmatory test will result in a quantitative result measuring alcohol concentration within an employee's body as measured by breath.
 - c. At the time of this document, blood testing is not an approved technique for determining the presence of alcohol in one's body.
5. **REASONABLE CAUSE, FOR CAUSE, OR REASONABLE SUSPICION:** is identified within 49 CFR, Part 382 as the employer's determination based on specific contemporaneous, articulable observations, the employee's appearance, behavior, speech or body odors suggest the use of controlled substances and/or alcohol.
- a. Indicators of chronic abuse or effects of withdrawal qualify as reasonable suspicion. Federal regulation strictly prohibits the use of controlled substances by covered employees. These substances remain present in the body for long periods. Withdrawal symptoms may suggest that an employee have used drugs violating both this policy and the Federal regulations. Therefore, we may test employees showing these kinds of symptoms under reasonable suspicion.
 - b. When we require a urine drug screen and/or breath alcohol test, the supervisor initiating the test action must complete the supervisor's incident report by our independent authority. A copy of the report must be completed within 24-hours or before the results of the test become known to the City, whichever comes first.⁸
 - c. A trained supervisor must personally observe the incident leading to a drug and/or alcohol test. We cannot authorize a reasonable suspicion test based on a third-party observation or information of alcohol or drug use or possession. This procedure is included under our independent authority, however, we do base our decision on The Federal Highway administration's Guidance Letter, no. 94.14, dated June 27, 1994. This letter says, "*A trained supervisor can document and defend his or her observations of specific coexisting, distinct appearance, speech, body odor, or behavior suggesting the use of alcohol or controlled substances.*"
6. **DISCIPLINARY ACTION** Disciplinary action is appropriate in the following instances:
- a. Any employee who is in the possession of, sells, or uses alcohol, or illegal drugs or illegally possesses, sells, or uses a controlled substance, while on the job shall be subject to discharge.
 - b. Any employee who works or reports to work under the influence of alcohol, controlled substances, or drugs shall be immediately suspended and shall be subject to discipline up to and including discharge. This includes prescribed and over-the-counter drugs not reported to a supervisor as required above. The type and severity of discipline will depend on all the circumstances, including nature of substance, employee's explanation, and

⁸ 49 CFR, Part 382, Subpart C, §382.307(e)(2)(f)

willingness to enter a rehabilitation program if treatment is appropriate.

- c. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to discharge.
- d. Anyone involved in the trafficking of illegal drugs or controlled substances, whether on or off City premises, will be subject to discharge. Trafficking will include the actual sale or distribution of drugs or controlled substances, or possessing a quantity of drugs that is more than would be expected for personal use. Trafficking will also include having in possession illegal drugs or controlled substances that are packaged in a way which indicates an intent to distribute.

Disciplinary action for a low-end alcohol positive test (.02-.04%) will be administered as follows:

First occurrence: The employee is sent home and can use accumulated sick or vacation time or elect no pay for the remainder of the shift. A three-day unpaid disciplinary layoff is issued and the employee is also subject to all of the requirements of the law.

Second occurrence within a twenty four month period: The employee shall be discharged.

Disciplinary action for high end (.041 and above) alcohol positive test will be administered as follows:

First occurrence: The employee shall be discharged.

Disciplinary action for positive drug test:

The employee shall be discharged.

Reservation of rights:

The City expressly reserves unto itself the right to approach each incident on a case-by-case basis, however, not to exceed the penalties listed herein.

Reinstatement:

An Employee with ten years or more of seniority who is discharged for a positive drug or alcohol test may be eligible for rehire provided that the individual has gone through a full and effective rehabilitation treatment. Such individual who demonstrates a full rehabilitation may be eligible for rehire based upon the availability of a vacancy comparable to their former position, and subject to the City's discretion and hiring procedures. An employee who is rehired under these circumstances and within one year of their discharge date will have their seniority restored after one year of re-employment. Such employee may have pension service credits restored subject to provisions of the City's pension ordinance. An employee discharged a second time for violation of this policy shall not be eligible for rehire or reinstatement.

- 7. **APPEAL.** The employee will have the opportunity to discuss the positive test results with the City and may, at the employee's own expense, have another test run on a second sample. Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure.

III. TEST LEVELS:

- A. **Controlled Substances:** An employee will be considered to have failed (*with a positive test result*) an administered urine drug screen if, after confirmed analysis, test levels show a reportable presence more than the allowable cutoff levels defined in 49 CFR, Part 40, §40.29 (f). The reportable presence will be for any of five controlled substances included in Schedule I or II and listed on page 11. These schedules are defined by § 802(6) of Title 21 of the United States Code [Section 802(6) of title 21, Food & Drugs]. The possession of any of these drugs is unlawful under Chapter 13 of that Title [§ 801 et seq. of title 21]. The term *illegal drug* does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.
- B. **CONTROLLED SUBSTANCE LEVELS:** we will accomplish all substance testing according to the guidelines established by the U.S. Department of Health and Human Services and the Department of Transportation, 49 CFR Parts 40, 382⁹. We are requiring testing for the following five families of drugs; amphetamines, cocaine, marijuana, opiates, and phencyclidine. We consider the use of such substances unacceptable in our business environment. We're also required to test for these substances by the Federal Highway Administration (FHWA) drug testing programs and Michigan's Motor Carrier Safety Act. The substance cutoff levels, and their most common signs and symptoms of use, are indicated on page 11.¹⁰
- C. **Alcohol Use:** An employee will be considered to have failed (with a test result of .04 percent or greater) an administered evidential breath alcohol test administered by a certified breath alcohol technician¹¹. To be considered a confirming evidential test, a breath alcohol technician must have administered a preliminary (screening) breath test within the 20 minute period immediately preceding the evidential test. The preliminary test must have resulted in a reading of not less than .02 percent to warrant the evidential breath test.
- D. **Low-end Alcohol Use:** An employee submitting to a preliminary breath alcohol screening test with a res of .02 or higher but less than .04 percent as confirmed by an evidential breath test will be removed from duty or performance of their safety-sensitive function for a period of not less than 24 hours¹².
- E. **Penalties for Low-end Alcohol Use:** Existing Federal regulations we may take no action against an employee who tests below .04 percent. We have, however, instituted our own disciplinary action for employees who test between .02 and .04 percent (see Section II.C.6). Under independent authority granted us under 49 CFR, Part 382, Subpart F, §382.601 (c), we will remove employees testing within this range from further performance of their duties.

⁹ 49 CFR, Part 40, §40.29(e)

¹⁰ §40.29

¹¹ Subpart A, §382.107

¹² Subpart E, §382.505 (a)

DEPARTMENT OF TRANSPORTATION PROHIBITED DRUGS

SUBSTANCE	SCREENING LEVEL	CONFIRMATORY LEVEL	SIGNS & SYMPTOMS
1. Amphetamines <i>Incl. Benzedrine, biphetamines, dexedrine, synatan, appetrol, methedrine and desoxyn</i>	1000 NG/ml	Amphetamine 500 NG/ml Methamphetamine 500 NG/ml	<ul style="list-style-type: none"> ● Hyperactivity ● Feelings of strength ● Short-term insomnia ● Loss of appetite ● Irritability ● Dilated pupils ● Dizziness ● Distorted thinking
2. Cocaine <i>Incl. Coke, free base, and crack</i>	300 NG/ml	Metabolites 150 NG/ml Benzoyl Ecgonine	<ul style="list-style-type: none"> ● Momentary feelings of confidence, strength, and endurance. ● "Rush" of short-term pleasurable sensations. ● Impaired driving ability and reactions ● Uncommon excitability or anxiety. ● Dilated pupils and difficulty in focusing. ● Paranoia
3. Marijuana <i>Incl. pot, smoke, hash, hashish oil, and Tai sticks</i>	50 NG/ml	Metabolite 15 NG/ml Delta-9-tetrahydrocannabinol	<ul style="list-style-type: none"> ● Changes in sensory perception ● Impaired driving ability for 4-6 hours after one joint. ● Restlessness followed by a dreamlike state of relaxation ● Dulling of attention
4. Opiates <i>Incl. morphine, codeine, heroin, methadone, meperidine, demerol, darvon, darvocet, tylenol 3 or 4, dilaudid, percodan, and percocet</i>	300 NG/ml	25 NG/ml if immunoassay for free-morphine 300 NG/ml Morphine 300 NG/ml Codeine	<ul style="list-style-type: none"> ● Constricted pupils ● Drooping eyelids ● Low raspy speech ● Poor coordination ● Depressed reflexes ● Impaired driving ability ● Euphoria (short-lived) ● High pain thresholds

5. Phencyclidine
aka: Angel dust, rocket
fuel, Krystal joints, super
kools, sherms, mint weed,
cluster

25 NG/ml

Metabolite 25 NG/ml

- Impaired driving ability
- Extreme agitation
- Hallucinations
- Schizophrenia
- Enhanced strength

F. **Additional Drugs** The City retains its ability, under independent authority, to test for the additional substances listed below.

1. Benzodiazepines (tranquilizers)
2. Barbiturates (downers, reds, candy, etc.)
3. Methaqualone (SOPARS)

G. **Test Use:** Any urine specimens collected may only be used to test for controlled substances designated or approved for testing and will not be used to conduct any other analysis or test unless otherwise specifically authorized by FHWA regulations. The accompanying Chain of Custody will reflect the nature of the test required.¹³

1. Split Samples¹⁴: The specimen collected must consist of not less than 45 milliliters of urine, 30 of which we pour into a container for initial testing. We will then pour the remainder into a second container for storage. The testing laboratory will retain this sample for at least 60 days from receipt of both specimens by the lab.
2. The split sample confirms contested test results if the primary sample shows a positive test result.
3. Further, our program does not prohibit procedures incidental to an analysis of the specimen for controlled substances. The laboratories are authorized to conduct specific tests to determine if, in fact, the sample has been adulterated, diluted, or tampered with. Such tests are approved and consist of tests to determine the specific gravity or to measure the creatine present in the sample.

H. **ALCOHOLIC BEVERAGES AND USE:** The use of alcoholic beverages by employees affects safe and efficient operations. No employee will use or possess alcoholic beverages during working hours¹⁵. No employee will report to work while under the influence of alcoholic beverages, displaying the effects of having used alcohol, or within four (4) hours of having used alcohol¹⁶.

¹³ 49 CFR, Part 391, Subpart F, §391.93

¹⁴ 49 CFR, Part 40 §40.25(B)(1)

¹⁵ 49 CFR, Part 382, Subpart B, §382.205

¹⁶ §382.207

1. An odor of alcohol on any employee's breath is reason enough for us to believe that the employee has used and may be under the influence of alcohol. Any employee who engages in such conduct may be subject to immediate removal from their safety-sensitive function. Any other lesser action required under these procedures will be according to the requirements of the Federal Regulations, 49 CFR. Part 382, inclusive.
2. Refusals to submit to a required preliminary breath test (PBT) followed by an evidential breath test (EBT) or any other DOT-approved test to measure the extent and level of alcohol within a worker's body¹⁷ will be considered to have a positive alcohol test level greater than .04 percent.
3. Assessment refusals by an employee testing above .04 percent Breath Alcohol Level (BAL.) and who refuses assessment or fails to complete the treatment plan prescribed by the assessment professional will be suspended from further performing any safety-sensitive function until he or she submits to an assessment.
4. Any employee referred to a substance abuse professional and/or employee assistance program who fails to follow any of the following will be suspended from the performance of any safety-sensitive function:
 - a. Appointments are not kept by the employee.
 - b. The employee fails to complete the prescribed treatment or rehabilitation plan.
 - c. The employee refuses to authorize the disclosure of progress reports to the City.

IV. DRUG AND ALCOHOL SCREENING:

reliable hospital or independent laboratory using qualified and trained medical technicians will do all substance testing. This facility will be one recommended by Specialists Limited and approved by the City of Farmington Hills.
¹⁸

At this time, the following certified laboratories are providing analysis of all urine specimens collected from our employees;

SmithKline Beecham Clinical Laboratories
 506 E. State Parkway
 Schaumburg, Illinois 60173

(800) 447-4379

- A. COLLECTION** of specimens required for testing under these procedures will be accomplished in one of three ways:
1. On-site collections using the secured facilities within our offices and trained collectors employed by or under contract to Specialists Limited.

¹⁷ §382.211

¹⁸ 49 CFR, Part 40, §40.27

Specialists Limited
800 Hastings, Suite 100
Traverse City, Michigan 49686

(616) 929-3129

2. Neutral-site collections using the secured facilities within hotels, motels, or other public buildings wherein our collection-site personnel can control the access of and to the lavatories to be used for urine drug test collections. In such cases, the facilities will be inspected and secured by trained collectors employed by or under contract to Specialists Limited, Inc.

Specialists Limited
800 Hastings, Suite 100
Traverse City, Michigan 49686

(616) 929-3129

3. Clinical collections by existing health care professionals, doctors' offices, or clinics meeting the high quality standards of Specialists Limited. We have agreed with the clinic below to use their facility in cases where it may be cost prohibitive to have a Specialists Limited collector respond to our immediate needs.

SmithKline Beecham Clinical Labs
38700 Country Club Drive
Farmington Hills, Michigan
(810) 553-2565

- B. **TRANSPORTATION:** We cannot allow any employee directed to test for either reasonable suspicion or post accident to continue to operate any commercial motor vehicle. Any case that involves reasonable suspicion or cause or post accident testing will require us to transport or arrange for transportation of our employees to and from the collection site. Should these tests results prove negative, we will return the employee to work. In cases where a positive test result is reported or the results are not immediately available, we will transport or arrange for transportation of the employee to their home or temporary place of residence.
- C. **REFUSAL** to submit to a required test under Federal and State regulations¹⁹ is prohibited. The primary purpose of these testing provisions is to deter the use and misuse of alcohol while working, immediately before reporting to work, or immediately following a reportable accident.
- D. **OFF DUTY ALCOHOL USE:** No employee, on-call, subject to call-in, or engaged in transporting away from City owned or controlled property will consume any alcoholic beverage within four (4) hours of expected starting time or beginning a safety-sensitive function²⁰.
1. **ANY EMPLOYEE** called to work and having consumed alcohol within the four (4) hour period will advise their supervisor or dispatcher they are unable to report for work.
- a. Any employee refusing to submit to a Preliminary Breath Test (PBT) or whose breath alcohol level measures .015 percent by State law, or .02 percent by Federal regulation, but less than .04 percent will be suspended from any further performance of any safety-sensitive function for not less than 24 hours.²¹ The test result will be as measured by a PBT and confirmed by an Evidential Breath Test (EBT)
- b. The employee who refuses to submit to PBT or EBT and was operating a commercial motor vehicle will be considered to have a BAL. of above .04 percent and is medically disqualified from operating a commercial motor vehicle until they can successfully pass a chemical analysis of breath.
- c. Under the terms of 49 CFR, Part 382, Subpart A, § 382.211, No employer will allow a driver who refuses to submit to a required alcohol or controlled substance test to do or continue to do safety-sensitive functions.

¹⁹ 49 CFR, Part 382, Subpart B, §382.211

²⁰ §382.207

²¹ Subpart E, §382.505

2. **Breath Alcohol Level of .015 to .04 percent:** A person, whether licensed or not, whose Breath contains .015 percent by State law, or .02 percent by Federal regulation but less than .04 percent by weight of alcohol will not operate a commercial motor vehicle. Any operator found operating a commercial motor vehicle in this condition is suspended from performance of any safety sensitive function for 24 hours.
3. **Breath Alcohol Level of .041 and above:** A positive PBT confirmed by an EBT for the presence of alcohol in the body at .041 percent or above by weight of alcohol while on duty, while reporting for duty, or within eight (8) hours after a reportable accident, will be suspended²² from further performance of any safety sensitive function for a period of not less than 24 hours. The supervisor observing the incident will interview the employee and invoke the following steps:
 - a. We will suspend the employee pending an assessment by a qualified and licensed substance abuse professional (SAP) to learn the degree of dependence and recommend the treatment required to rehabilitate the employee.
 - b. To be reinstated, an employee must successfully complete the treatment plan outlined by the SAP and agree to submit to follow-up testing consisting of not less than six (6) unannounced alcohol tests in the twelve months following completion of treatment.²³
 - c. The employee will be considered on suspension until the City reviews the results of the assessment or the employee enrolls in or completes a supervised treatment program.
4. **Supervisory Administered Alcohol Tests:** Consistent with the Federal regulations and accompanying comments contained in the Federal Register, *"any supervisor who makes the reasonable suspicion (for cause) determination is prohibited from conducting the preliminary breath test (PBT)"*²⁴. As a result, two supervisors must become involved before any driver is found to have violated our procedures resulting in a referral to a SAP.
 - a. Any supervisor making the reasonable suspicion (for cause) determination must have not less than sixty (60) minutes of training on the physical, behavioral, speech, and performance indicators of alcohol misuse.
 - b. Any supervisor administering an evidential breath test (EBT) must meet the requirements of Procedures for Transportation Workplace Drug and Alcohol Testing Programs ²⁵ specifically, and we quote from the Federal regulations: *"(6)(b) A BAT-qualified supervisor of an employee may conduct the alcohol test for that employee only if another BAT is unavailable to quickly do the test. A supervisor will not serve as a BAT for the employee in any circumstance prohibited by DOT regulation."*

²² Subpart F, §382.605

²³ 49 CFR Part 382, Subpart C, §382.309 and .311

²⁴ Federal Register, Vol. 59, No. 31, February 15, 1994, p. 7488

²⁵ 49 CFR, Part 40, Subpart C., §40.51

V. EMPLOYMENT CONSIDERATION TESTING²⁶:

All safety-sensitive applicants must submit to and pass a urine drug screening test to be considered for employment. This clause also pertains to current employees transferring or being promoted to safety-sensitive functions. The prospective employer may waive drug testing²⁷ if any of the following conditions exist with the applicant.

- A. **AN APPLICANT** has undergone a drug test required by DOT regulations under part 40 within the preceding 30 days.²⁸
- B. **The Applicant**, while participating in that program, either ~
 - 1. was tested for controlled substances within the preceding six months (from the date of application with the employer),²⁹ or
 - 2. Participated in a random controlled substance testing program for the previous twelve months (from the date of application with the employer).³⁰
 - 3. The prospective employer must ensure that no previous employer of the applicant has any record of a previous positive test result or any other violation that would have been reported as a positive within the preceding six months³¹.
 - 4. Part-time or seasonal employees may be exempted from pre employment testing only if they remain in the random selection pool while the City does not employ them. Employees whose names we remove from the random selection pool of the City will submit to and pass pre employment testing at the time they return to work for the City

VI. POST ACCIDENT TESTING:

Any safety-sensitive employee involved in a reportable vehicle accident, while on or off-duty, while operating any vehicle owned or operated by City will be required to submit to a urine drug screen and alcohol breath test. By definition, City of Farmington Hills considers an accident reportable if the incident meets any of the following definitions.

²⁶ 49 CFR, Part 382, Subpart C, §382.301

²⁷ §382.301(1)

²⁸ §382.301 (c)(1)

²⁹ §382.301 (c) (2) (i)

³⁰ §382.301 (c) (2) (ii)

³¹ §382.301 (c) (3)

- A. A FATALITY occurs as a result of the accident.
- B. DRIVERS or other employees operating equipment defined within Federal Highway Administration rules must have received a citation for a moving violation. The citation must have been issued by the investigating law enforcement officer. The issuance of a moving violation, under Federal regulation is not enough. In order for a driver to submit to testing, one of the following two conditions must be met (subparagraphs 1 or 2).
 - 1. Bodily Injury is sustained by any person requiring immediate medical treatment away from the scene of the accident.
 - 2. Disabling Damage prevents any vehicle or heavy equipment involved in the accident from driven from the scene of the accident under its own power or in the manner in which it arrived at the scene as defined in Parts 382³².
- C. ALL OTHER POST-ACCIDENT TESTING, while operating any City-owned or controlled vehicles while on or off-duty will be at the discretion of a trained City supervisor.
- D. EXCEPTIONS. The Federal Highway Administration does not consider an accident reportable if either of the two following conditions occur.
 - 1. The accident occurred while boarding or alighting from a stationary commercial motor vehicle.
 - 2. The accident involved only the loading or unloading of cargo.

VII. RANDOM and PERIODIC SELECTION:

All affected employees will submit to a urine drug screen at the time of their regularly scheduled, employer related, physical examination until our random selection process has been in effect for one (1) year. We must also have tested 50 percent of our affected employees.³³

- A. RANDOM SELECTION: we include all of our regulated employees in casual selections of employees to undergo unannounced urine drug screens and alcohol tests. We call such casual selections random tests and Specialists Limited will conduct selection from a pool of eligible workers employed by member-municipalities participating in a consortium regulated by Specialists Limited³⁴. Selection will be based upon:
 - 1. A casual or random draw of those employees required by Federal regulation to undergo testing. These employees' names will be cross-referenced to a pool containing the employees' complete social security numbers, drivers' license number or other unique number of all regulated employees.
 - a. Random Drug Tests will equal not less than 50 percent of all employees listed within the

³² 49 CFR, Part 382, Subpart C, §382.303, Technical Amendments dated March 8, 1996

³³ 49 CFR, Part 391, Subpart F, §391.105

³⁴ 49 CFR, Part 382, Subpart C, §382.305(e)(f)

pool in a calendar year³⁵.

- b. Random Alcohol Tests will equal not less than 25 percent of all employees listed within the pool for at least the first year of operation³⁶.
2. Random test selections will be accomplished using a scientifically valid, computer-based random number generator matching the employee's social security, driver's license, or other unique identifying number³⁷. In addition, our random selection process ensures each employee within the pool has an equal chance of being selected for either or both tests³⁸.
 3. All random test selections will be accomplished reasonably throughout the calendar year³⁹.
 4. Any employee notified by us of his or her selection under random testing immediately proceeds directly to the designated collection site⁴⁰. The employee notified of their selection is permitted to drive a commercial motor vehicle to the collection site but may not continue to perform any safety-sensitive function if they are unable to adhere to any of the following.
 - a. The employee must arrive at the designated collection site in a timely manner. They must proceed directly to the site once notified and may not stop en route.
 - b. The employee must provide the required sample or specimen.
 - c. Attempts to alter, confuse, or invalidate the collection process immediately render the donor employee ineligible and medically disqualified from further performing any safety-sensitive function for the employer.
 5. Any employee selected for alcohol testing under our random testing provision understands that they may only be tested within two (2) hours before they're ready to start performing their safety-sensitive function. In addition, alcohol testing may be accomplished during performance of their safety-sensitive function, or within two hours after they've completed performance of their safety-sensitive function⁴¹.
 - a. If industry-wide positive levels exceed more than one (1) percent for two years running, the random alcohol testing rate will increase to fifty (50) percent.

³⁵ §382.305(2)

³⁶ §382.305 (a) (1)

³⁷ §382.305 (h)

³⁸ §382.305 (h)

³⁹ §382.305 (j)

⁴⁰ §382.305 (k)

⁴¹ 49 CFR, Part 382, Subpart C, §382.305 (k) (1)

- b. If industry-wide levels are below one (1) percent positives for two years running, the random alcohol rate will fall to ten (10) percent.

VIII. REASONABLE SUSPICION or FOR CAUSE TESTING:

Any employee whose performance suggests that they are unfit for duty and are possibly using or abusing drugs or alcohol will be subject to a drug or alcohol screening tests⁴².

- A. **JUSTIFICATION OF REASONABLE SUSPICION TESTING:** A trained supervisor may insist on a reasonable suspicion drug or alcohol test any time he or she has a valid and supportable reason to believe that the employee's actions, behavior, appearance, or symptoms suggest the use or abuse of illegal or unauthorized drugs and/or alcohol. The trained supervisor must document factual incidents of reasonable suspicion (for cause). A trained supervisor is one who has received not less than 60 minutes of initial training in detecting the signs and symptoms of drug use and 60 minutes in detecting the signs and symptoms of alcohol use and abuse.⁴³
- B. **DRUG OR ALCOHOL SCREENING TESTS:** we will require approved tests of a specific employee, or group of employees, anytime The City, based upon the factual observations of a trained supervisor, can document that such testing may be appropriate
- C. Compliance is required by both Employees AND EMPLOYERS alike. Federal regulation to comply fully with the provisions stated under reasonable suspicion are an inherent part of these procedures.

IX. RETURN TO DUTY TESTING

Any employee enrolled in a treatment program or successfully completing a rehabilitation program because of a previously administered and reported positive drug or an alcohol test as required by the DOT will submit to, at least, the following procedures.

- A. **SUBMISSION TO AND PASSAGE OF A BREATH ALCOHOL TEST** administered within two (2) hours before resuming their safety-sensitive function.⁴⁴
- B. Results of the breath alcohol test must be less than .02 percent⁴⁵.
- C. **SUBMISSION TO AND PASSAGE OF A URINE DRUG SCREEN** administered with reportable results reported to the City

⁴² 49 CFR, Part 382, Subpart C, §382.307

⁴³ §382.307 and Subpart F, §382.603

⁴⁴ 49 CFR, Part 382, Subpart C §382.309 (a)

⁴⁵ §382.309 (a)

before the employee can resume performance of safety-sensitive functions⁴⁶, and

Results of the urine drug screen must indicate a verified negative for any of the five substances previously identified⁴⁷.

X. FOLLOW-UP TESTING

- A. Employees found to have violated either our administrative procedures and/or existing Federal regulations by experiencing a positive alcohol breath test or urine drug screen must submit to an assessment⁴⁸. The names, addresses, and telephone numbers of our recommended and recognized substance abuse professionals are indicated below.⁴⁹

The Assessment Center
2820 West Maple Road
Troy, Michigan 48084

or

Oakland Family Services
2045 E. West Maple Road, Suite D-405
Walled Lake, Michigan 48390

(810) 649-3992

(810) 624-6055

- B. Upon the employee's successful completion of the recommended treatment program, the Substance Abuse Professional must prescribe follow-up testing⁵⁰. Federal regulation has authorized such testing. Employees are required to submit to not less than six follow-up tests in the first year. Upon the direction of the SAP, testing may continue for up to a period of 60 months.⁵¹
- C. Costs associated with substance abuse professional services, the recommended treatment program, return-to-duty testing and follow-up testing are not the responsibility of the employer. Where possible, the employee may coordinate payment or reimbursement of such costs with our existing health care program⁵².

XI. SUPERVISORY ACTIONS:

Trained supervisors or management of the City may take controlled substance and/or alcohol testing action if an

⁴⁶ §382.309 (b)

⁴⁷ §382.309 (b)

⁴⁸ 49 CFR, Part 382, Subpart F, §382.605 (b)

⁴⁹ §382.605 (a)

⁵⁰ Subpart C, §382.311

⁵¹ Subpart F, §382.605

⁵² §382.605 (d)

employee shows any of the following symptoms⁵³:

- A. **PERFORMANCE:** If an employee is having an identifiable work performance problem, or . . .
- B. **BEHAVIOR:** If an employee is displaying abnormal behavior that may be drug or alcohol-related, or
- C. **SPEECH:** If the employee is displaying speech signs or symptoms indicative of either drug or alcohol use, or
- D. **PHYSICAL:** If an employee displays indicators of chronic and withdrawal effects of controlled substance use, we may insist on a controlled substance urine screen but **NOT** an alcohol breath test⁵⁴.
- E. **REASONABLE SUSPICION:** If the supervisor thinks that action is appropriate for any combination of the reasons in Part 18, 20.
- F. **CONDUCT:** If an employee displays conduct that may be violating this policy, the supervisor will:
 - 1. Interview the employee in a confidential manner stating his or her suspicions and ask the employee for an explanation⁵⁵. The supervisor will take all necessary steps to assure the employee of the confidentiality of the interview.
 - 2. **Denials:** We will ask that the employee submit to a urine drug screen⁵⁶ or an analysis of breath⁵⁷ to detect illegal drug use or alcohol. Refusal to submit to such a test is a violation of these procedures and Federal regulations⁵⁸. The supervisor will invite the employee to sign a consent release form authorizing performance of such tests⁵⁹. Refusal to sign either the drug test chain of custody or part 2 of the Breath Alcohol Test form is considered a positive test admission and appropriate disciplinary action can and will be taken.
 - 3. Urine drug screens and/or evidential alcohol breath tests are accurate methods of detecting the presence or absence of illegal drugs or alcohol in a person's body⁶⁰. Under the terms of the Americans With Disabilities Act, employers covered by DOT regulations must require their

⁵³ 49 CFR, Part 382, Subpart F, §382.603

⁵⁴ US DOT Guidance Letter 94.14, dated June 27, 1994

⁵⁵ Federal Register, Vol. 59, No. 31, 7488 dated February 15, 1994, lowers the number of observing supervisors to only one. The City, under independent authority contained in 49 CFR, Part 382, Subpart F, §382.601 (c) requires employers to specifically identify terms and conditions enacted under independent authority.

⁵⁶ 49 CFR, Part 382, Subpart C, §382.307 (b)

⁵⁷ §382.307 (a)

⁵⁸ Subpart B, §382.211

⁵⁹ Subpart A, §382.113

⁶⁰ Americans With Disabilities Act of 1990 (Pub. L. 101-36) Title I

employees to comply with those standards. In addition, the supervisor will:

4. Arrange for the collection of the sample within a reasonable time. The collection of the sample will be consistent with the guidelines established by the Department of Transportation and the Substance Abuse and Mental Health Services Administration (SAMHSA)⁶¹.
 - a. Reasonable, in this situation will be not more than two (2) hours from the incident, if possible⁶².
 - b. The supervisor, acting on behalf of City of Farmington Hills will arrange for transportation to and from the collection site.
 - c. If the test results show the employee is violating Federal regulations, the administration of the City will suspend the employee from further performance of any safety-sensitive function pending a final determination of the case.
 - d. In the event the split sample test shows a confirmed negative result or the results of the first test are overturned, we may reinstate the employee to duty. The test will be reported as a negative test and no reference to the original positive test may be included in the drivers' files, personnel files, or used by any supervisor for any reason.

7. **PRESCRIPTION DRUGS**, legally taken following dosage instructions and by the person for whom the prescription was written are legal and will not result in a MRO-generated positive test result. Illegal drug use through fraudulent use of prescriptions or deliberate misuse of prescriptions creates health and safety concerns.⁶³ Addiction often results from misusing, mixing or abusing prescription medications. As a result, we are making the following an inherent part of our procedures.
 - a. No person but the person for whom the physician prescribes the drug, will bring any prescription drugs onto City-owned or controlled property. The drug may only be used in the manner, combination, and quantity prescribed.
 - b. Employees undergoing prescribed medical treatment with a controlled substance must adhere to the following guidelines.
 - (I). Employees must report to their physician that they are, in fact, a safety-sensitive employee of The City and request alternative non influencing medications if appropriate and available. This includes elixirs or preparations containing alcohol.
 - (II). In cases where the physician prescribes medications that may cause drowsiness or other limiting symptoms, the employee is required to report and list such medications to the City
 - c. We can not discipline any employee for properly using a prescription medication consistent

⁶¹ 49 CFR, Part 40, §40.25

⁶² 49 CFR, Part 382, Subpart C, §382.307 (e)(1)

⁶³ Subpart B, §382.213 (c)

with the physician's directions. The directions relative to use and any after-effects must be provided by the prescribing physician, NOT by recommendations of the pharmacist⁶⁴. There may be occasions where we may reassign an employee to non safety sensitive job while undergoing treatment and until the effects of the prescription have left the employee's body.

XII. CONFIDENTIALITY:

All actions taken by The City of Farmington Hills under the authority of these procedures will be taken to insure the confidentiality of the employees⁶⁵. Information related to investigations, possible employee violations, or drug or alcohol screening test results will be made available only on a strict "need-to-know" basis⁶⁶.

- A. **RECORD RETENTION:** We are required by Federal and State regulation, to retain all records consistent with the following schedule⁶⁷:
1. **Five Years:** the following records must be retained by us, or our program administrator Specialists Limited on our behalf, for a period of five years.
 - a. Records of all employee alcohol tests with results of .02 or greater.
 - b. Records of employees controlled substance tests with verified positive test results.
 - c. Documentation of all refusals to submit to controlled substances tests or alcohol tests.
 - d. Calibration documentation of breath alcohol testing devices used by our collection sites.
 - e. Employee evaluations, assessments, and referrals.
 - f. A copy of each calendar year's summary required under the US DOT Management Information System (MIS -Annual Report).
 2. **Two Years:** We and/or our program administrator, Specialists Limited, will retain all records related to the alcohol and controlled substance collection process and all employee education and supervisory training records.
 3. **One Year:** We and/or our program administrator, Specialists Limited, will retain all records of negative or canceled controlled substance test results and any alcohol tests with results less than 0.02 percent.
 4. **Indefinite retention:** All employers are required by the Technical Amendments to 49 CFR, Part 382,

⁶⁴ US DOT Guidance Letter No. 94.14 dated June 27, 1994 referencing §382.213 (a)

⁶⁵ 49 CFR, Part 382, Subpart D, §382.401

⁶⁶ §382.403 (c) through (h)

⁶⁷ §382.401 (a)

dated March 8, 1996, to retain indefinitely, all records pertaining to the training of any supervisor with responsibility for supervising the job functions of any operator of any commercial motor vehicle. The records must be retained for as long as that supervisor continues in that capacity or until the supervisor no longer supervises any safety-sensitive employee or leaves their employment.

- B. NEED-TO-KNOW:** For the purposes of our procedures, "need-to-know" is Limited to⁶⁸:
1. In-house administrators designated by the appropriate level of management as the person responsible for maintaining and receiving record and reports, or
 2. Managers or supervisors acting for the administrator(s), or
 3. Auditors or Enforcement Officials of the U.S. Department of Transportation, Michigan Department of Transportation, Motor Carrier Division of the Michigan State Police, or
 4. Program Administrator's principal, Specialists Limited, or his designee, or
 5. Medical Review Officer (MRO) responsible for interpreting the results of a urine drug screen, or
 6. The Substance Abuse Professional (SAP) indicated on page 19 and who is responsible for learning the extent and degree of addiction or dependence on alcohol resulting from a positive alcohol EBT or urine drug screen, and/or
 7. Employee Assistance Program (EAP) counselor responsible for treating or rehabilitating the employee.
- C. CONFIDENTIAL DISCUSSIONS:** we will conduct all discussions with employees as privately as circumstance's permit.

XIII. SUSPENSIONS:

An employee who is found to have confirmed a positive illegal drug or an alcohol test result is to be suspended immediately from further performance of any safety-sensitive function⁶⁹.

- A. NEGATIVE TEST RESULTS:** an employee suspected of drug or alcohol use passes the urine or breath analysis test, i.e., the results are negative, the employee will receive a confidential memorandum. A copy of the memorandum will also be placed in the employee's personnel file.
1. Negative drug tests are those with no measurable amount of a controlled substance identifiable within the sample provided by the employee. Any sample with an identifiable trace of any controlled substance within the specimen will also be considered as a negative test if the trace level does not exceed the cutoff levels for those drugs identified within 49 CFR, Part 40 and listed on page 11.

⁶⁸ §382.405 (a) through (h)

⁶⁹ 49 CFR, Part 382, Subpart E

2. Negative alcohol tests are those tests administered consistent with 49 CFR, Part 40 and whose results are measured at less than .04 percent breath alcohol as indicated by an evidential breath testing device.
3. Other alcohol tests measuring between .015 under State law or .02 percent under Federal regulation and .04 percent are not considered a reportable positive alcohol test. Employees testing within this range however, will be removed from further performance of their safety-sensitive function for a period of not less than 24-hours.

B. **POSITIVE TEST RESULTS:** We may condition suspensions and, sometimes, waive suspensions based upon satisfactorily completing a supervised drug or alcohol abuse treatment or counseling program.

XV. EMPLOYEE ASSISTANCE:

A. The City of Farmington Hills actively supports the Employee Assistance concept⁷⁰. The City openly promotes and encourages the voluntary and confidential accessing of assistance with substance abuse problems by all employees. As a matter of policy, we provide our employees, support personnel, supervisors, and management with information regularly. This information includes the dangers of abuse, awareness, community and professional efforts, and community or private treatment availability.

Employees testing positively for alcohol abuse and/or controlled substance use must undergo an assessment by a licensed and certified Substance Abuse Professional (S.A.P.) if they desire to keep their safety-sensitive position with The City. The S.A.P. will determine whether or not further assistance is needed, will make a referral to an appropriate treatment provider when necessary and will case manage the treatment process from the beginning to its completion.

Employees testing positive for alcohol abuse and/or controlled substance use will be suspended from their safety-sensitive functions pending successful completion of all S.A.P. recommendations. Included are the substance abuse treatment plan and a return-to-duty test. Furthermore, such employees must comply with the S.A.P. recommended follow-up testing requirements once they have successfully completed the treatment plan. Failure to successfully comply with the follow-up testing plan will result in further or permanent suspension from all safety-sensitive functions.

The City has designated the Substance Abuse Professional listed on page 19 As one of the two choices available to our employees. Employees testing positive for alcohol abuse and/or controlled substance use will be referred to the following by The City's Program Administrator:

B. Rehabilitation and Counseling

- a. Any positive test results will result in the employee being relieved from duty.
- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program.

⁷⁰ 49 CFR, Par 382, Subpart F

In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

- c. Within 45 days of entering the treatment program, the employee must provide satisfactory medical evidence that they have completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than six months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.
- d. Treatment programs acceptable to the City under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate State licensing agency. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. Any employee who has returned to work is subject to retesting as otherwise provided in this policy, and if they fail the retest, shall be discharged.

XVI. RETURN TO WORK:

We may reinstate or return regulated safety-sensitive employees who prove recovery provided the employee can be properly insured and can be licensed according to State and Federal law or regulation.

- A. **CONTROLLED SUBSTANCE RECOVERY TESTING:** Employees recovering from a controlled substance abuse, or addiction will submit to unannounced urine drug screens at least six times in the first 12 months following the driver's return to duty⁷¹.
- B. **ALCOHOL RECOVERY TESTING:** Employees recovering from alcohol abuse or addiction will submit to unannounced evidential breath tests at least six times within the first year following return to work⁷².

XVII. REGULATORY REQUIREMENTS:

The preceding returns to work and the U.S. Department regulates follow-up testing requirements of Transportation, Federal Highway Administration, under 49 CFR, Part 382 and the State of Michigan's Motor Carrier Safety Act (MMCSA). These procedures specifically address coverage of employees of local and state units of government, and drivers operating intrastate and interstate⁷³.

⁷¹ 49 CFR, Part 382, Subpart F, §382.605(c)(2)(ii)

⁷² §382.605(c)(2)(ii)

⁷³ *Federal Register*, Vol. 59, No. 31, February 15, 1994, p.7486

The City of Farmington Hills

ACKNOWLEDGMENT AND AGREEMENT

The City of Farmington Hills is a Drug-Free Workplace. Under the terms of the Drug-Free Workplace Act and accompanying federal regulations covering the qualification of drivers and other employees, we are required to give you a copy of our policy and accompanying procedures.

Please read and sign below that:

- You have received a copy of our Policy and accompanying Administrative Procedures Governing Drug and Alcohol Use and Abuse,
- You have read it and been informed of its contents,
- You have had our procedures explained to you,
- You have had your questions regarding our procedures answered,

and

- You agree to abide by our procedures in all respects

PLEASE NOTICE: The Federal Drug Free Workplace Act of 1988 requires you to acknowledge and agree to the above:

I acknowledge and agree that I am aware of The City of Farmington Hills's current policy and administrative procedures regarding controlled substances and alcohol abuse⁷⁴. I also understand that I am required, by Federal regulation, to comply with The City's policy and administrative procedures regarding the use of controlled substances and alcohol and that I am required to sign this document as a receipt that I have, in fact, received the policy and explanations. My employer is required to provide me with a copy of this signed receipt and to retain the original in my driver's or employee personnel file.

Acknowledged and Agreed:

Signature

Print your name here

Date

⁷⁴ 49 CFR, Part 382, Subpart F, §382.601 (d)

ANTI-DRUG AND ALCOHOL POLICY FORMS

Each of the forms attached to your organizational Anti-drug and alcohol policy have been designed for a specific purpose. Their use depends on what circumstance you will be testing an employee. Please read this information carefully and use the appropriate form, if required, for each occurrence. In all cases, have the employee complete the appropriate form, ask and have answered any questions, sign the form, and have the form signed by the appropriate supervisor in the employee's presence.

Form Title	Purpose
AD-103 COMPLIANCE CONVICTION REPORT	USED ONLY BY THOSE ORGANIZATIONS HOLDING GOVERNMENT CONTRACTS OR RECEIVE FEDERAL FUNDS IN TERMS OF CONTRACTS OR GRANTS. VIOLATION MUST BE REPORTED TO THE ISSUING GOVERNMENT AGENCY WITHIN FIVE (5) WORKING DAYS OF THE CONVICTION.
AD-101 (R) DRUG/ALCOHOL TEST ADVISORY	EMPLOYER TO COMPLETE AND GIVE TO EMPLOYEE AT TIME OF NOTIFICATION OF DRUG OR ALCOHOL TESTING. EMPLOYEE WILL PRESENT TO COLLECTION-SITE PERSONNEL AT TIME OF COLLECTION.
AD-104 SEARCH CONSENT FORM	USE ONLY IF YOUR POLICY PROVIDES FOR SEARCHES OF EMPLOYEES, THEIR PERSONAL POSSESSIONS, OR THEIR VEHICLES WHILE ON THE JOB. EMPLOYER MUST ENSURE THAT WORK-SITE IS PROPERLY SIGNED AND ALL EMPLOYEE ARE NOTIFIED AND AGREE TO THIS PROVISION.
SLI-300 SUPERVISOR'S INCIDENT REPORT	CONFRONTING SUPERVISOR MUST COMPLETE THIS FORM WITHIN 24-HOURS OF THE INCIDENT OR BEFORE THE RESULTS OF ANY TESTING BECOMES KNOWN TO THE EMPLOYER.
SLI-300 SUPERVISORY'S REFERRAL FORM	FOR USE FOLLOWING A POSITIVE TEST RESULT. MUST BE COMPLETED BY SUPERVISOR WHEN REFERRING A POSITIVELY TESTED EMPLOYEE TO SUBSTANCE ABUSE PROFESSIONAL (SAP) OR EMPLOYEE ASSISTANCE PROGRAM (EAP). EMPLOYEE MUST SIGN BOTTOM PORTION OF FORM AUTHORIZING PROVIDER TO DISCLOSE TO EMPLOYER, TREATMENT PLAN AND PROGRESS.

Forms Distribution: Unless otherwise indicated on each form, distribution of the completed forms is as follows:

- 1 - Accompanying the sample and Chain of Custody form.
- 1 - Placed in the employee's personnel file.
- 1 - Provided to the employee being tested.

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rev (2/96)

For Urine Drug Screening and Breath Alcohol Analysis

THIS FORM SHOULD BE COMPLETED BY THE COMPANY REPRESENTATIVE AND THE SPECIMEN DONOR TO THE DONOR'S SPECIMEN COLLECTION APPOINTMENT. THE DONOR SHOULD TAKE THIS FORM TO THE SPECIMEN COLLECTION SITE AND GIVE TO THE COLLECTION FACILITY PERSONNEL. THE INFORMATION ON THIS FORM WILL ASSIST IN FACILITATING PROPER CHAIN OF CUSTODY COMPLETION AND OUTLINE CATEGORIES FOR BREATH ALCOHOL TESTING.

TPA (THIRD PARTY ADMINISTRATOR) SPECIALISTS LIMITED, INC. SMITHKLINE BEECHAM ACCOUNT #00068506	ADDRESS: 800 HASTINGS, SUITE 100 TRAVERSE CITY, MI 49686
COMPANY NAME & ADDRESS: CITY OF FARMINGTON HILLS 31555 ELEVEN MILE ROAD FARMINGTON HILLS, MICHIGAN 48336-1165	PRIMARY CONTACT: DANA WHINNERY OR DAN ROONEY
	PHONE #: (810) 473-9585
	FAX # (810) 474-5925
	SECONDARY CONTACT: COLLEEN K. LEEDY
	PHONE # (616) 929-3129
SKB SITE CODE: LFMHL	FAX # (616) 929-7876
DONOR NAME:	SOCIAL SECURITY/ID NUMBER:
COLLECTION SITE: SMITHKLINE BEECHAM CLINICAL LAB.	ADDRESS: 28595 ORCHARD LAKE ROAD, SUITE 103
CITY, STATE & ZIP CODE: FARMINGTON HILLS, MI 48334	TELEPHONE NO. (810) 359-7699 FACSIMILE NO. (810) 488-2366
TEST REQUESTED:	<input type="checkbox"/> DOT DRUG SCREEN (NIDA 5) <input type="checkbox"/> NON DOT - T24 W/CONFIRM <input type="checkbox"/> BREATH ALCOHOL TEST <input type="checkbox"/> OTHER <input type="checkbox"/> SPLIT REQUIRED <input type="checkbox"/> SPLIT NOT REQUIRED
REASON FOR TESTING:	
<input type="checkbox"/> PRE-EMPLOYMENT <input type="checkbox"/> POST-ACCIDENT <input type="checkbox"/> RETURN TO DUTY	<input type="checkbox"/> RANDOM (IF CHECKED, DO NOT USE THIS FORM) <input type="checkbox"/> REASONABLE SUSPICION/CAUSE <input type="checkbox"/> FOLLOW-UP TESTING
DONOR SIGNATURE:	DATE:
AUTHORIZED EMPLOYER/NAME/SIGNATURE:	DATE:

Insert AD-103**EMPLOYEE CRIMINAL DRUG or ALCOHOL STATUTE VIOLATION**

The Anti-drug and alcohol policy of The Insert clearly requires a report of an employee's violation of any criminal drug statute or a conviction for operating while impaired or under the influence of alcohol or drugs to be filed within five (5) days after a conviction (including pleas of guilty or nolo contendere). The report will be filed for violations occurring, or having occurred in the workplace. The violation(s) for which the employee is arrested or convicted must be an infraction of a criminal drug statute, motor vehicle code, federal, state, or local ordinance. Failure to report to The Insert within five (5) days may result in disciplinary action, up to and including immediate discharge.

Employee Name:	Classification or Title:
Department, unit or Assignment:	Date of Hire:
Employee No:	Social Security No:
Incident Date:	Arrest Date:

I hereby report that I was convicted of, or plead guilty or nolo contendere (no contest) to the charge indicated below. I recognize that this conviction is a violation of a criminal drug statute that occurred in the workplace. Describe the violation, when and where it happened):

Violation	Date of Violation	Location of Violation

This conviction was entered in the following court on the date shown:

Court	Date

I understand that within thirty (30) days of today's date, The Insert, by law, must either discipline me, including the possibility of termination, or offer me assistance in the form of participation in a drug abuse assistance program. If offered and accepted by me, I must satisfactorily take part in the program to continue employment hereof. My preference in action is: *(initial one)*

Disciplinary Action

Rehabilitation Program

No Preference
(Voluntary Termination)

PERSONAL PROPERTY AND POSSESSION SEARCH CONSENT

IT IS THE FIRM POLICY OF THE INSERT TO ABSOLUTELY PROHIBIT THE MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF ILLEGAL OR UNAUTHORIZED DRUGS, ALCOHOLIC BEVERAGES, OR WEAPONS WHILE ON PROPERTY OWNED, OPERATED, OR CONTROLLED BY THE INSERT.

For your protection and for the protection of others with whom you will be working, you are requested to submit your person (*excluding custodial or body cavity*), personal effects, vehicles, belongings, or any other items in your control to a search. If any prohibited items are found or if you refuse to submit to a search of yourself and or your effects, you will be denied access to any of the Insert's property, facilities, or premises. The Insert will also initiate appropriate disciplinary action in accordance with the Insert's policy.

A statement of the Insert's policy must be displayed at all facilities, property, or premises at which the Insert may be conducting work. You should read and understand the policy statement prior to signing this consent form.

Your signature on this document constitutes your willingness to consent to inspection of your person, personal effects, and property at any time.

ADDRESS OR LOCATION OF FACILITY		DATE ENACTED
NAME (PRINT)	SIGNATURE	COMPANY

Signature of Official of
Insert
and Date Signed

GLOSSARY

It is important that all of our employees understand, completely, the terms and conditions of our personnel policy and accompanying procedures concerning illegal drugs, unauthorized substances, and alcohol use. We clarify key terms that appear in our policy. All employees should understand and agree to the definitions contained below. Copies of appropriate federal regulation or state code are available for any employee's review anytime.

Term	Definition
Accidents - FHWA	<i>As used in our policy, an accident involves any accident which results in a fatality or any accident in which the commercial motor vehicle operator receives a moving citation under state or local law. To qualify for a test under these regulations, the accident must have resulted in a fatality. In the event the driver is cited, then there must have been a personal injury requiring first aid away from the scene or a motor vehicles must be unable to be driven from the scene of the accident.</i>
Accidents - FTA	<i>An accident involves any accident which results in a fatality or any accident in which there must have been a personal injury requiring first aid away from the scene or a motor vehicles sustained disabling damages. Unlike FHWA regulations, the Transit Administration does not require the issuance of a moving violation as a precursor for testing.</i>
Accidents - RSPA Pipeline Operators	<i>A reportable accident is: Release of gas from a pipeline or of liquefied natural gas or gas from an LNG facility and death or personal injury causing in patient hospitalization. (Rev. 7/94) Property damage, including cost of lost gas, greater than \$5,000. or, emergency shutdowns of an LNG facility, or s any significant event in the opinion of the operator that does not otherwise meet the criteria indicated above. <u>Authority: 49 CFR, Ch. 1, Subpa §191.3</u></i>
Accidents - RSPA Transporting Pipeline	<i>Finally, the last definition of an accident is: Release of hazardous liquid or carbon dioxide, explosion or fire not intentionally set by the operator. Loss of 50 or more barrels of hazardous liquid or carbon dioxide. Escape to the atmosphere of five or more barrels a day or highly volatile liquids. Death of any person or bodily harm to any person resulting in one or more of the following:</i> <i>Loss of Consciousness, carrying the person from the scene, the necessity for medical treatment, disability preventing the discharge of normal duties of the pursuit of normal activities beyond the day of the incident, or property damage exceeding \$5,000. <u>Authority: 49 CFR, Ch 1, Subpart B §195.50</u></i>
Alcohol	<i>For the purposes of our personnel policy, alcohol included any beverage either commercially produced or illegally manufactured, distilled, or bottled. This may include over-the-counter products such as beer, wine, hard liquor, cordials, ethyl alcohol, or cough medications or others containing alcohol.</i>
Alcohol Test	<i>Alcohol test is a procedure used to determine the concentration of alcohol in one's body resulting from alcohol use. For the purposes of our personnel policy, any alcohol testing will reflect how much alcohol, in grams, per 210 liters of expired breath. The results of such a test must be in printed form and meet the definition of an evidentiary breath test. Initial tests may be conducted by using a Preliminary Breath Test device (PBT) but must be confirmed EBT.</i>

Term	Definition
Aliquot	<i>part of a specimen used for testing.</i>
Blind Sample	<i>A urine specimen submitted to a laboratory for quality control testing purposes, with a fictitious identifier, so that the laboratory cannot distinguish it from employee specimens, which is spiked with known quantities of specific drugs or which is blank, containing no drugs.</i>
Chain of Custody	<i>Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures will require that an appropriate drug testing custody form (see 40.23(a)) be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account(s) for the sample or sample aliquot within the laboratory.</i>
Collection Container	<i>A container into which the employee urinates to provide the urine sample used for a drug test.</i>
Collection Site	<i>A place designated by a company or organization where individuals present themselves to provide a specimen of their urine to be analyzed for the presence of drugs.</i>
Collection Site Person	<i>A person who instructs and assists individuals at a collection site. Who receives and examines the urine specimen provided by those individuals.</i>
Conformation Test	<i>A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test which uses a different technique and chemical principle from that of the initial test to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine.)</i>
DHHS	<i>The Department of Health and Human Services or any designees of the Secretary, Department of Health and Human Services.</i>
DOT Agency	<i>An agency (or "operating administration") of the United States Department of Transportation administering regulations requiring compliance with this part, including the United States Coast Guard, the Federal Aviation Administration, the Federal Highway Administration, the Urban Mass Transportation Administration and the Research and Special Programs Administration.</i>
Drug Test	<i>Drug test means any clinical procedure approved by the National Institute on Drug Abuse used to determine the presence or absence of a controlled substance in the employee's body. The test must have an approved protocol and the substance must be detectable. Results of a drug test must be compiled by a Department of Health and Human Services-approved Laboratory and comply, in total, with the provisions of <u>Procedures for Transportation Workplace Drug Testing Programs</u>. Authority: 49 CFR, Part 40.</i>

Employee	<p><i>Employee means any person functioning for the company and expecting compensation in return for services performed. employees, except clerical and office personnel, are subject to terms and conditions of this personnel policy. The FHWA specifically defines an employee as:</i></p> <p>(A) A driver of a commercial motor vehicle (including an independent contractor) while operating a commercial motor vehicle.</p> <p>(B) A mechanic</p> <p>(C) A freight handler; and</p> <p>(D) Any individual, other than the employer who is employed by the employer who, during his or her employment, directly affects commercial motor vehicle safety.</p>										
Employer	<p><i>The terms, "employer, motor carriers, pipeline operator," for the purposes of this personnel policy, are interchangeable. In essence, it means any, for-hire, motor carrier or private motor carrier of property. Authority: 49 CFR Part 391, §391.85. Pipeline operator includes any person or persons who own or operate pipeline facilities. Authority: 49 CFR Part 199, §199.3.</i></p> <p><i>Employer includes agents of the company, officers of the company, and all employees responsible for hiring, supervising, training, assigning, assessing, or dispatching employees. It also includes any employee responsible for installing, maintaining, or inspecting equipment, accessories, or vehicles.</i></p>										
Evidential Breath Test	<p><i>In alcohol testing, it is a second test, administered following screening test with a result of .02 percent or greater. The evidential test result will provide quantitative data of alcohol consumption.</i></p>										
Illegal Drugs	<p><i>For the purposes of our Anti-drug and alcohol abuse personnel policy, the term, "drugs" include any substance identified in Schedule I and II of the Controlled Substances Act (CSA), Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970. Specifically, we will test for the illegal use of the following substances:</i></p> <table border="0"> <tbody> <tr> <td><i>Amphetamines</i></td> <td><i>Barbiturates</i></td> </tr> <tr> <td><i>Benzodiazepines</i></td> <td><i>Cocaine</i></td> </tr> <tr> <td><i>Marijuana</i></td> <td><i>Methadone</i></td> </tr> <tr> <td><i>Methaqualone</i></td> <td><i>Opiates</i></td> </tr> <tr> <td><i>Phencyclidine</i></td> <td><i>Propoxyphene</i></td> </tr> </tbody> </table>	<i>Amphetamines</i>	<i>Barbiturates</i>	<i>Benzodiazepines</i>	<i>Cocaine</i>	<i>Marijuana</i>	<i>Methadone</i>	<i>Methaqualone</i>	<i>Opiates</i>	<i>Phencyclidine</i>	<i>Propoxyphene</i>
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<i>Methaqualone</i>	<i>Opiates</i>										
<i>Phencyclidine</i>	<i>Propoxyphene</i>										
Initial Test	<p><i>Also known as screening test. An immunoassay screen to eliminate "negative" urine specimens from further consideration.</i></p>										
Medical Review Officer (MRO)	<p><i>A licensed physician responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result with his or her medical history and any other relevant biomedical information.</i></p>										
NIDA	<p><i>National Institute on Drug Abuse</i></p>										

Operator (RSPA)	Any person who owns or operates a pipeline facility. <i>(Person)</i> means any individual, firm, joint venture, partnership, corporation, association, State, municipality, cooperative association, and includes any trustee, receiver, assignee, or personal representative thereof.
Periodic Testing	A drug test administered upon the anniversary of the employee's regularly scheduled, work-related physical examination.
Post-Accident Testing	A drug test administered to employees to determine if the employee's performance or use of drugs or alcohol contributed to an accident or drug or alcohol use cannot be completely eliminated as a contributing factor to the accident. The post-accident drug test must, by necessity, be administered within 32 hours following the accident. The post-accident alcohol test must be collected within two hours of the incident.
Pre-Employment Testing	A test to determine the consumption of illegal or unauthorized drugs in a regulated applicant's body. Regulated applicants are those specifically identified as such under 49 CFR Part 199 or 391. Non-regulated applicants may not be subjected to a Pre-employment Urine Drug Screen but can be asked to successfully pass a Post-Offer Drug Screen. <u>Authority: Public Law 101-336, Title I., Section 3.</u>
Preliminary Breath Test	Also known as a screening test, in alcohol testing it means an analytical procedure to determine whether a driver may have a prohibited level of alcohol in his or her system.
Random Testing	A drug test administered to employees selected in a casual manner from the rolls of the company's employees. Employees must be selected without regard to race, creed, color, previous medical history, or other pre-qualifying factors. The random selection process for drugs must equal 50 percent of all eligible employees each year. Random alcohol testing under FHWA regulations must equal not less than 25 percent each calendar year. The process for random selection will use a random number table or computer-based random number generator to match against employees' social security or payroll number.
Reasonable Suspicion	Reasonable Suspicion is a belief based on the supervisor's educated and documented observations that an employee, groups of employees, or other is acting or performing in a way that a reasonable person would not normally display.
Reasonable Suspicion Testing	A drug test administered to an employee or group of employees based on a supervisor's reasonable belief that the employee may have used, or is using a controlled or illegal substance. The reasonable belief must be based on specific behavioral, physical, or performance indicators. In all cases, the supervisor initiating the reasonable suspicion drug test should, where possible, enlist the assistance of another supervisor to substantiate their observations. At least one of the supervisors must be trained in identifying the signs and symptoms of illegal or unauthorized substance abuse.

Shipping Container	<i>A container capable of being secured with a tamper proof seal used for transfer of one or more specimen bottle(s) and associated documentation from the collection site to the laboratory.</i>
Specimen Bottle	<i>The bottle which, after being labeled and sealed according to the procedures in this part, is used to transmit a urine sample to the laboratory.</i>
Supervisor (RSPA)	<i>Supervisors are those who have demonstrated their capability to perform assigned functions by and through appropriate training in the methods and equipment being used or through related experience and accomplishments. (49 CFR Ch. 1 Subpart E). A supervisor is also one who periodically reviews work performed by operator's personnel to determine the effectiveness of the procedures used in normal operation and maintenance and takes corrective action where deficiencies are found.</i>
Supervisor (General)	<i>For the purposes of drug testing procedures corresponding to D.O.T. regulations, <u>supervisors</u> are those personnel who have, through training in the detection of the possible signs and symptoms of drug use, the authority to make a reasonable suspicion test request based on specific, contemporaneous physical, behavioral or performance indicators of probable drug use. §199.11(d)</i>
Unauthorized Drugs	<i>We exercise the right to test for the presence of any of the Schedule III, IV, or V substances. The use of any of the substances contained in Schedule III through V without a physician's prescription and management's approval can impair or otherwise affect any employee's ability to perform their job in a safe and efficient manner.</i> <i>Besides the Schedule III, IV, and V substances, we include unauthorized use of otherwise legal products such as commercial available compounds which may be inhaled, sniffed, or snorted and result in impaired judgement or motor functions. This includes any of the steroid family of drugs.</i>
Under the Influence	<i>Under the Influence is the presence of an illegal or prohibited drug, alcohol, or substance found in the body fluids at levels of detection above the lowest cutoff level as established by the U.S. Department of Health and Human Services. Also, it means that the employee, or other person, is affected by a drug, alcohol, or prohibited substance, either singularly or in combination, in any detectable manner. The symptoms of influence may include but are not limited to deteriorating performance, absences, tardiness, physical or mental disfunction, theft, loss, insubordination, or others situations which are measurable which lead a reasonable person to believe the subject is not acting in a normal manner</i>