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LIBRARY

Holland, City of

AGREEMENT

This Agreement made and entered into by and between the City of Holland on behalf of the Board of Public Works, Holland, Michigan, hereinafter referred to as the "Employer" and Local 586, affiliated with Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1

PREAMBLE

Whereas, it is the desire of the parties to this Agreement, to continue to work harmoniously and to promote and maintain relations between the Employer and the Union. Serving in the best interest of all concerned, the parties hereto agree to the following:

ARTICLE 2

RECOGNITION

The employer recognizes the union as the exclusive representative of all clerical employees of the Holland Board of Public Works, excluding Manager/Directors, utility workers, confidential employees, professional employees, and all other employees, for the purpose of collective bargaining with respect to rates of pay, wages or salary, hours of work and other terms and conditions of employment. Nothing herein contained shall abridge the right of the individual employee to have his/her grievance adjusted consistent with the terms of this Collective Bargaining Agreement, provided that bargaining representative has been given an opportunity to be present at such adjustment.

ARTICLE 3

UNION SECURITY

Section 3.1 To the extent that the laws of Michigan permit, it is agreed that members covered by this Agreement at the time it becomes effective and who are members of the Union at that time, and all employees who voluntarily become members thereafter, shall be required as a condition of continued employment to maintain his/her membership in the Union to the extent of paying the periodic dues uniformly required as a condition of maintaining membership.

Section 3.2 Eligible employees who were not members of the Union as of April 1, 1996, shall not be required to join the Union, nor pay an Agency fee, nor pay a Charity fee. However, if

such employee later joins the Union, such employee must maintain his/her membership and pay the required dues or Agency fee equal to the amount of regular monthly dues.

Section 3.3 All employees hired on or after the April 1, 1996 date, as a condition of continued employment, shall either join the Union or pay an Agency fee, or a Charity fee equal to the amount of regular monthly dues paid by employees who are members of the Union.

Section 3.4 All Charity deductions will be made through authorized payroll deductions, and will be paid quarterly by the Board of Public Works to the Charity designated in the name of the employee. Designated charities are the Greater Holland United Way and the Holland Salvation Army.

## ARTICLE 4

### CHECKOFF

Section 4.1 The Employer will deduct from the wages of each employee, who individually and voluntarily certifies in writing to the employer, on standard forms provided by the Union, that he/she authorizes such deductions, the uniform monthly dues in effect at the date of deduction. Such authorization shall not apply to fines or special assessments. Such authorization shall be effective starting the month following receipt by the Employer.

Section 4.2 The authorization shall continue in effect for yearly periods beyond the original date of authorization unless revoked by the employee, not more than twenty (20) and not less than ten (10) days prior to the anniversary date of this agreement in any year during the term of this Agreement of the ten (10) day period prior to the termination date of this Agreement or any extension thereof, whichever occurs sooner.

Section 4.3 The Employer will promptly remit the dues deducted pursuant to such assignments, with a written statement of the names of the employees for whom deductions were made. Normally the deductions will be from the payroll ending nearest to the mid month for the then current Union dues.

Section 4.4 In the event employees have no earnings from work during the regular monthly deduction s period, his/her Union dues shall not be checked off that month.

Section 4.5 The Union agrees to indemnify and hold harmless the Employer for any loss or damages or claims arising from the operation of this Article. It also agrees that neither any employee nor the Union shall have any claim against the Employer for any deductions made or not made.

## ARTICLE 5

### REPRESENTATION

Section 5.1 All employees who are covered by this Agreement shall be represented for the purpose of the grievance procedure by one (1) steward chosen by the Union, and by a Bargaining Committee which shall represent the employees in bargaining and the higher levels of the grievance procedure. The Bargaining Committee shall be composed of three (3) employees selected by the Union in addition to the SEIU Representative. The Union may also designate one (1) alternate steward and two (2) alternate committeepersons.

Section 5.2 The names of the steward, committeeperson, and alternates shall be given in writing to the Employer. No steward, committeeperson, or alternates shall function as such until the Employer has been advised in writing by the officers of the Local Union or International, or local representatives. Any changes in the steward, committeeperson, or alternates shall be reported to the Employer, in writing, as far in advance as possible.

Section 5.3 Executive officers of the International Union or Local and/or their representatives duly authorized to represent the Union will be permitted to participate in any discussion arranged pursuant to other provisions of this Agreement relative to hours, wages and working conditions.

Section 5.4 Any steward, committeeperson, or alternate having an individual grievance in connection to his/her own work, may ask another member of the Committee to assist him/her in adjusting the grievance.

Section 5.5 Any day when a steward is not scheduled or is not at work because of an excused absence, the alternate steward from among the employees working may fulfill the functions of the absent steward, providing the Employer is notified in writing, of the designation of the alternate steward.

Section 5.6 The times and locations of contract re-negotiations shall be mutually agreed upon by the parties, and to minimize interference with operations. When the parties have agreed to negotiate during work hours, the Employer will pay Union Committee members for up to a total of thirty (30) hours for all employees combined, lost from regularly scheduled work during the entire contract re-negotiation.

## ARTICLE 6

### MANAGEMENT RIGHTS

Section 6.1 The Board retains exclusively all its customary and normal functions of management of the affairs of the Employer not otherwise restricted by the language of this Agreement including but not limited to, the right to hire, recall, transfer and promote employees, to reprimand, demote, suspend, discipline and discharge employees for just cause, to lay off

employees for lack of work or other legitimate reason, to establish and enforce reasonable rules, and to maintain discipline and efficiency of employees. The Union reserves the right to grieve, in accordance with the procedure provided herein, when action taken by the Employer may reasonably and sensibly be claimed to be contrary to a specified limitation, set forth in this Agreement, of such rights of the Employer.

Section 6.2 Without limitation, and by way of illustration of rights covered by Section 6.1, it is recognized that the Employer has the following rights:

- a. to change, eliminate, add, or combine departments or classifications;
- b. To assign any work, including work customarily performed by bargaining unit members to supervisors, other non-bargaining unit employees, or temporary help;
- c. To assign and re-assign work for any lawful management purpose, including efficiencies of operations, quality of work and cross-training of employees.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 7.1 A grievance is defined as a claim, reasonably and sensibly founded, of a violation of a specific provision or provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated and it shall summarize the facts pertaining to such alleged violations, and specify the relief requested.

Section 7.2 Grievance processing during work hours will be handled so as to minimize interference with work. An employee (including a grievant or union representative) shall obtain the Manager/Director's permission before leaving a work assignment or location. If the Manager/Director is not available, permission may be obtained from another management person in the chain of supervision for the department. During the processing of a grievance, there shall be no loss of pay during regular work hours for employees who are authorized by this Article to participate in the grievance procedure. All meetings with management representatives shall be arranged during working hours by mutual agreement. Preparation time that union members spend putting together a grievance should be done on breaks or off hours.

Section 7.3 Step One. Any employee who has a grievance shall discuss the grievance with their Manager/Director within fourteen (14) calendar days following the occurrence of the alleged grievance. For employees on authorized leave, the initial period for discussing the grievance shall be fourteen (14) calendar days after return from leave or forty-five (45) calendar days after occurrence of the incident giving rise to the grievance, whichever is sooner. Any resolution of the grievance at this Step One shall be without precedent. The Manager/Director shall respond to the grievance within seven (7) calendar days.

Section 7.4 Step Two. If the grievance is not resolved at Step One, the Union may file a written grievance within seven (7) calendar days after the Manager/Director's Step One answer. The

grievance will state when the grievance was discussed at Step One, the name of the Manager/Director, and the date of the Manager/Director's verbal response. The grievance will be filed with the Manager/Director's Superior, who shall meet with the chief or Department Steward whichever is designated by the Unions, in an attempt to settle the issue. Each party may be accompanied by one other person at this meeting. The Manager/Director's Superior, shall return a written decision of the grievance within seven (7) calendar days after the meeting.

Section 7.5 Step Three. If the grievance is not resolved at Step Two, the Union President may, within seven (7) calendar days after the Step Two answer, submit a written appeal to the General Manager. The Union President, local Representatives, and the General Manager, or their designee(s), accompanied by up to one additional person, shall meet to discuss the grievance. The General Manager shall return a written answer within seven (7) calendar days after the meeting. (Whenever the General Manager is the "Manager/Director Supervisor" and processes the grievance at Step Two, Step Three shall be skipped.)

Section 7.6 If the grievance is not resolved by any of the above steps, the Union may, within fourteen (14) calendar days after receipt of the answer of the General Manager, give notice in writing to the General Manager of its intent to submit the grievance to arbitration.

Section 7.7 The arbitrator shall be selected from the following panel of seven names by each party deleting in turn one name until only one remains. Elliot Beitner, Mario Chiesa, William Daniel, Mark Glazer, Daniel Kruger, George Roumell, and Jack Stieber.

The Arbitrator may determine the effective date for his/her disposition of a grievance, but no award shall be retroactive to a date more than thirty (30) days prior to filing the grievance.

The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this Agreement and shall not add to, detract from or alter in any way its provisions. The arbitrator shall have no jurisdiction to determine wage rates on new or changed job classifications. The arbitrator's decision shall be final and binding on both parties.

Section 7.8 The arbitrator will be requested to provide his/her written award within thirty (30) days of receipt of closing briefs from the parties, but the final decision as to when the award will be issued will be within the arbitrator's authority.

Section 7.9 If additional time is deemed necessary to properly investigate matters relative to the grievance at any of the steps outlined above, such additional time may be granted only if mutually-agreed upon between the Union and the Employer. Failure to abide by the time limits set forth herein shall result in dismissal of the grievance.

Section 7.10 The expenses and fees of the arbitrator shall be paid by the losing party.

## ARTICLE 8

### NO STRIKE - NO LOCKOUT

Section 8.1 During the term of this Agreement, the Board agrees there will be no lockout, and the Union agrees on behalf of itself and the employees represented by it, that there will be no concerted absence from work, cessation, or interruption of work, slowdown, strike, boycott, or any type of organized or concerted interferences, express or implied, direct or indirect, with the Board's business or abstinence from the full, faithful, and proper performance of their duties. The Union further agrees that should any such acts be committed by any employee or employees, it will openly and publicly denounce and discourage such acts.

Section 8.2 It is mutually understood and agreed that the Board shall have the right to take disciplinary action, including discharge, against any employee who may engage in any type of conduct described in the above paragraph.

## ARTICLE 9

### SENIORITY

Section 9.1 New employees will be considered as probationary employees until they have been employed continuously for six (6) months in a bargaining unit position. The Employer may add an additional three (3) months to an Employee's probationary period, by giving written notice to the Employee and the Union. After the completion of the probationary period, the employee will be considered a regular employee and his/her seniority will be the last date of hire or transfer into a bargaining unit position. All probationary employees are employed at the will of the Employer and may be laid off or dismissed without cause and without recourse to the grievance procedure.

Section 9.2 When an employee acquires seniority, his/her name shall be placed on the appropriate seniority list.

Section 9.3 Seniority is defined as the length of uninterrupted employment in the bargaining unit, commencing with the most recent date of hire or transfer into the bargaining unit, less such time as seniority was not accrued during the employee's absence as provided in this agreement, such as time lost during a layoff.

Section 9.4 Loss of Seniority Employees will lose their seniority status:

- a. When an employee quits, or is discharged and the discharge is not reversed by the grievance and arbitration procedure.
- b. When an employee is laid off for a period equal to his or her seniority at the time of layoffs or 24 months, whichever is less.
- c. When an employee is absent for three (3) consecutive work days without permission, which permission shall not arbitrarily be withheld.

- d. When an employee fails to report for work within three (3) work days after notice of return to report from lay off, without a valid excuse for such failure to report.
- e. When an employee fails to report the first work day after an unpaid leave of absence expires, without a valid excuse for such failure to report.

## ARTICLE 10

### SENIORITY LISTS

Section 10.1 Up-to-date seniority lists shall be made available to all employees for their inspection; either by posting where practical or by satisfactory equivalent method. The seniority list shall contain each employee's name, classification, address and seniority date.

Section 10.2 Each six (6) months, the Employer shall provide the Union with two (2) up-to-date and complete seniority lists. Such lists shall include the name and most current address provided to the Employer by the employee. Employees are required to inform the Employer of any changes.

## ARTICLE 11

### LAYOFFS AND RECALLS

Section 11.1 In the case of layoffs, bumping and recalls, the employee must have the skill and ability to perform all of the duties of the assigned job. Subject to this requirement, the order of layoff, bumping and recall will be based on overall work performance, which is defined as performance evaluations, attendance, and disciplinary record. When these factors are relatively equal, seniority shall prevail.

Section 11.2 Subject to Section 9.1, Part-Time employees in the classification will be laid off first, then the least senior employee in the affected classification will be laid off. The most senior employee laid off from the classification will be recalled first.

Section 11.3 An employee who is laid off from his/her classification may elect to displace the most junior employee in other classifications, provided that the bumping employee meets criteria set out in Section 9.1.

Section 11.4 In case of change in classification or department because of exercise of the above rights, the employee moving to the new classification or department shall receive a rate of pay within the rate range of the new job commensurate with the employee's skill and ability.

Section 11.5 In case of recall, employees who satisfy the criteria in Section 9.1 will be returned to their own department before any other laid off employee with less seniority in the department is recalled.



Section 11.6 When recalling laid off employees to work, the Employer will notify in person or by certified mail or telegram to the employee's last known address. The Employer's obligation is satisfied in the last known address given by the employee is used. The employee so notified shall report to work within five (5) work days after the date of the call back notice.

## ARTICLE 12

### TRANSFERS AND PROMOTIONS

Section 12.1 All regular job openings in all classifications will, if the Employer decides to fill them, be posted for a minimum of five (5) work days, and shall be open to bid by employees.

Section 12.2 Candidates, whether internal or external, will be selected based on work performance, and qualifications for the position. However, the most senior internal candidate will get preference if the candidate has good work performance and has qualifications at least equal to the other internal and external candidates. "Work performance" is defined in Section 9.1, and qualifications are based on the posted job descriptions, per Section 10.3.

Section 12.3 The Employer shall prepare job descriptions and may change their content from time to time. The Union will be notified of changes, upon its request. All job postings shall include a copy of the current job description.

Section 12.4 The employee filling the vacancy shall be given a sixty (60) day trial period to prove his/her ability. The length of the trial period will depend upon the difficulty of the job and the early performance of the employee. In the event the trial period is to be extended beyond sixty (60) days, the Union will be notified of the extension and the reasons for it. Any disputes regarding applications of this procedure will be subject to the grievance procedure.

Section 12.5 If the employee is unable to qualify within the trial period, the employee shall be returned to the employee's former position and pay level. Any other employee(s) who is (are) displaced by this process shall likewise return to their former classification and pay level.

Section 12.6 Any employee may exercise the prerogative to refuse a promotion or permanent transfer without loss of seniority. Such refusal may take place only during the first fifteen (15) days of the trial period. If an employee does refuse a promotion or permanent transfer the employee will be returned to the employee's former position and pay level. Any other employee(s) who is (are) displaced by this process shall likewise return to their former classification and pay level.

Section 12.7 The Board need not entertain more than one (1) successful bid from an employee during any six (6) month period. A "successful bid" is defined as a bid which results in an offer of a position, regardless of whether or not the offer is accepted by the employee.

## ARTICLE 13

### HOURS OF WORK

#### Section 13.1 Definitions

- a. Employees who are regularly scheduled for forty (40) hours per week (2,080 hours per year) are full-time and entitled to fringe benefits.
- b. Employees who are regularly scheduled for at least twenty-eight (28) hours per week (1,456 hours per year) are entitled to paid hospitalization for themselves only (not dependants) and a pro-rated amount of other full-time benefits. \* Employees must be scheduled for at least 30 hours per week to qualify for life insurance.
- c. Employees who are regularly scheduled to work less than 28 hours per week (1,456 hours per year) are not entitled to any contractual fringe benefits.
- d. However, if the Employer decides to hire regular part-time positions of less than 28 hours, the Employer shall enter negotiations with the Union concerning the benefits for such part-time employees, upon request by the Union.

#### Section 13.2 Employees will be paid bi-weekly, subject to Section 13.1.

Section 13.3 Breaks and Meal Periods. Employees working at least eight consecutive hours will receive two fifteen (15) minute breaks. Employees working four or more consecutive hours, but less than eight hours, will receive one fifteen (15) minute break. Employees working less than four consecutive hours are not entitled to a paid break period. Break periods will be the primary opportunity that employees have to socialize during paid time. Extensive socializing outside these break periods is subject to discipline for just cause.

Employees will be allowed a one (1) hour lunch break or 1/2 hour lunch break without pay depending on the departments needs at the discretion of the Manager/Director. All break and meal periods will be scheduled by the Manager/Director. Breaks are paid for, while meal period are unpaid.

Section 13.4 Scheduling. Management reserves the right to maintain flexibility in assigning work beginning and ending hours. Any such changes will be made for business reasons. In addition, when practical, employees will be allowed a degree of flexibility concerning hours worked, and time off will not be offset against leave time, as long as no over time (pay or hours) is created, and as long as prior approval is given by the department head or supervisor.

ARTICLE 14

OVERTIME

Section 14.1 The employer has the right to require employees to work overtime. In the event that supervision experiences difficulty in getting overtime done willingly, the work will be assigned in a generally non-discriminatory manner.

All authorized overtime worked over forty (40) hours per week by employees on an hourly basis will be paid for at time and one-half (1 1/2) the regular hourly rate. Provided; however, that the employer by mutual agreement with the employee, as an alternative to paying for overtime, may schedule compensatory time-off within the pay period, at the rate of one and one-half hours off for each hour worked. There shall be no pyramiding of overtime hours or pay under any provision of this Agreement.

Section 14.2 For the purpose of computing overtime, an employee absent on authorized paid leave for jury duty, sick leave, bereavement leave, holiday or vacation, shall be considered to have worked his/her normal work shifts during such absences. Employees absent on unpaid leave shall not be considered to have worked during such absence.

ARTICLE 15

VACATION

Section 15.1 Vacation with pay is a benefit given to an employee on an annual basis for purposes of recreation and relief. Full time employees are entitled to paid vacations after one year of continuous service as shown in the following table:

Length of Continuous Service	Vacation Time
After 1 year	40 hours or 5 days
After 2 years	80 hours or 10 days
After 7 years	120 hours or 15 days
After 17 years	160 hours or 20 days
After 24 years	200 hours or 25 days

As provided in Section 13.1, eligible part-time employees will receive vacation on a prorated basis depending on the number of hours worked.

Section 15.2 Vacations are based on anniversary date of employment. Credits to an employee's vacation account are made each year on their service anniversary date. Vacations are not cumulative, except as provided in 15.6.

Section 15.3 In computing vacation leave credit for employees, the following shall be counted as time worked:

- a) Time spent on vacation
- b) Time spent on paid sick
- c) Absences for authorized holidays
- d) Absences for jury duty
- e) Absences for bereavement
- f) Personal days

Section 15.4 All vacation requests must be submitted to the Department Head in writing in advance where possible; exceptions to this requirement may be made, in the discretion of management, in unusual and compelling circumstances. Requests are subject to approval by the Department Head. All vacation requests are subject to the staffing needs, and the need for proper and efficient operation, of the Employer. This means that not all requests will be granted, and that an employee in one work area may be able to take vacation at a time when an employee in another work area cannot be spared. Subject to the foregoing requirements, vacation requests will be granted as follows:

- 1. All other competing vacation requests, including summer vacation requests submitted after March 1, will be granted in the order in which the requests were made. All such written requests for vacation will be answered promptly.
- 2. Competing requests for summer vacation (Memorial Day weekend through Labor Day weekend) will be granted in order of seniority within the classification, provided that the request was submitted in writing before March 1. All such requests will be answered by the Employer on or before April 1.

Section 15.5 It is the intent of the following procedures to administer the vacation plan to all employees in an acceptable manner.

- a. Vacation time will be computed from the employee's date of hiring. Vacation eligibility will be as of the employee's employment anniversary date in accordance with Section 15.1.
- b. Vacation leave credits accumulated during one 12 month period of continuous employment are available for use during the following 12 month period. This 12 month period of vacation accumulation coincides with the employee's anniversary year.
- c. Employees earn one years' worth of vacation after that employment year has been completed. Vacations earned during one employment year are paid the following employment year. To receive a vacation, an employee must be on the payroll as of his/her employment anniversary date. If a person leaves the employment of the Employer, he/she will be paid for any unused vacation earned the previous year but not taken. In addition, employees who leave due to retirement, death or termination will be paid accrued vacation pay, pro rata according to the number of months worked in the vacation year in which employment ends.
- d. Holidays occurring during a vacation period are chargeable to holiday pay.
- e. Vacation leave payments and time spent on vacation leave shall be included as time worked for the purpose of computing overtime pay. For purposes of this

Section, each full day of vacation will be counted as the equivalent of eight (8) hours towards the computation of overtime pay.

- f. Illness during a vacation period may not be charged to sick leave unless a written request stating the circumstances and supported by a doctor's certificate, is approved by the Director. To accurately control charges against an employee's accumulated vacation leave credit, vacation leave taken shall be reported on an appropriate form, signed by the Department Head.

Section 15.6 Vacation credits, as well as unused Personal Leave time will be carried in one single account. Employees can carry over a total of thirty two (32) hours from one annual period to the next.

## ARTICLE 16

### HOLIDAYS

Section 16.1 The following days are holidays:

New Year's Day  
Memorial Day  
4th of July  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas

Section 16.2 To be eligible for holiday pay, an employee must work all of his/her scheduled hours on his/her last scheduled work day before, and the first scheduled work day after, the holiday.

Section 16.3 Full-time employees will receive eight (8) hours pay for each holiday for which they are eligible. Eligible part-time employees will be paid a prorata share of eight (8) hours, based upon hours worked during the previous pay period.

All holiday pay shall be at the employee's regular, straight time rate.

Section 16.4 If a holiday occurs during a vacation period, holiday pay will be paid instead of vacation pay, and the holiday will not be deducted from vacation time.

Section 16.5 Holidays shall be celebrated on the days designated as the holiday. Holidays which fall on Saturdays will normally be observed on Fridays, and holidays which fall on Sundays will normally be observed on Mondays. The Employer, for bona fide business reasons, reserves the right to determine when the holiday will be observed. The Employer agrees to give sixty (60) days notice of any changes to holiday observance.

## ARTICLE 17

### SICK LEAVE

Section 17.1 All Full-time and eligible part-time employees shall be granted sick leave with pay at their regular rate subject to sick leave credit available to the employee.

Section 17.2 Full-time employees shall be credited with sick leave at the rate of one-half day for each two week period for which employee is paid for a total of 13 days per year. Eligible part-time employees will receive a prorated amount base on time worked. Unused sick leave shall be cumulative to ninety (90) days.

Section 17.3 Sick leave shall be granted to an employee only if he/she is unable to perform his/her duties due to sickness or injury of the employee or the employee's minor child. Sick leave may also be granted for doctor's appointments which cannot be scheduled outside work hours, or if because of exposure to contagious disease, his/her absence is directed by a physician or health officer. An employee who is injured on the job while performing his/her assigned duties and is entitled to benefits under the Worker's Compensation Act may elect to use sick leave as provided under Injury Leave.

Section 17.4 An employee shall inform his/her immediate Manager/Director of his/her inability to work as early as possible prior to his/her reporting time.

Section 17.5 An employee abusing or misusing sick leave privileges shall be subject to discipline. Discipline for abuse or misuse of sick leave privilege may include dismissal.

An employee may be required to substantiate the use of sick leave. The Employer may require certification by a doctor attesting to the employee's absence due to personal illness or injury. The employer may designate the Department of Labor's approved FMLA form for such certification.

Section 17.6 Sick leave credit earned while on paid sick leave will not be available for use during the current illness, but will be counted toward the new accumulation of sick leave beginning one week after return to full-time service.

Section 17.7 Sick leave credit will not accrue to an employee during non-work, non-pay periods.

Section 17.8 Authorized holidays occurring within a period of sick leave, for which an employee is normally not required to work and for which he/she normally receives holiday pay, will be charged to holiday pay and not to sick leave.

Section 17.9 If an employee is admitted to a hospital as a result of an injury or illness commencing prior to or during vacation leave, the employee may request sick leave in lieu of vacation pay.

Section 17.10 Annually accumulated unused sick leave hours in excess of 90 days (720 hours) will be paid at the rate of 50% of employee's straight time hourly rate. Payment for excess sick leave to be made in January for the preceding year.

Section 17.11 Sick leave will not be paid to an employee for use in circumstances involving personal injury sustained by an employee in the course of supplemental employment by an employer other than the Employer. An employee's request for sick leave with pay also may be denied where it is determined that the employee's absence was caused by a conviction of a violation or ordinance of law.

## ARTICLE 18

### INJURY LEAVE

Section 18.1 An employee injured on the job who has sick leave or vacation accrued may elect to use such time as paid injury leave in conjunction with Worker's Compensation payment. Any other employee may be granted a leave of absence without pay as provided below and shall be paid in accordance with the Worker's Compensation Law.

Section 18.2 If an employee elects paid injury leave, his/her sick leave and/or vacation shall be charged at the full rate for the first week of disability due to injury, and at a fraction of the full rate for the following weeks until sick leave and/or vacation is used up. The fractional charge shall be the ratio between full pay and the amount of pay remaining after the deduction of Worker's compensation payment. If the disability lasts longer than two (2) weeks, the fractional charge against sick leave and/or vacation shall be applied to the first week also.

Section 18.3 If paid injury leave is not elected, or an employee has no sick leave or vacation accrued, or his/her injury leave as provided above is used up before he/she is able to return to work, he/she shall be granted a leave of absence without pay for a reasonable period upon recommendation by a physician approved by the Employer.

Section 18.4 While on injury leave or leave of absence for duty-incurred disability, an employee shall continue to earn vacation and sick leave at a regular rate.

Section 18.5 To be eligible for injury leave, an employee shall immediately report an injury to his/her Manager/Director and take or waive in writing, such first aid treatment as may be recommended.

Section 18.6 An employee on occupational injury leave shall not receive a combination of Worker's Compensation payment and paid leave in excess of his/her regular pay for a forty (40) hour work-week.

## ARTICLE 19

### GROUP INSURANCE

Section 19.1 The Employer's group hospital-medical insurance plan currently administered by Michigan Blue Cross/Blue Shield shall be continued for the life of this agreement, subject to the availability of said plan, with premium for the employee's coverage being paid by the Employer for those dependents properly enrolled in the plan, excluding any special dependent riders.

Section 19.2 The Terms of the health insurance plan covering hospitalization and doctor charges while hospitalized shall continue.

Section 19.3 The cost of the premium for the present health insurance plan, the Master Medical Rider, Option II and the Prescription Drug Program with \$2.00 co-pay, with semi-private room shall be paid in full by the Employer for the duration of this agreement subject to the following:

The Employer may implement a Wellness Program, as described below, and subject to the following conditions:

- a. The Wellness part of the program will not be implemented until it has been in effect for the City's non-union group for at least twelve (12) months.
- b. The 80/20 co-pay part of the program will not be implemented during the life of the Agreement, it will be subject to negotiations for the contract which follows the 1996-98 agreement.
- c. The Union will receive at least twelve (12) months advance written notice of the implementation of the Wellness part of the program.
- d. Before implementing the Wellness part of the program the Employer will provide informational meetings (including other employees who participate in such a plan) and will upon the Union's request, meet and discuss with the Union its concerns and the details of how the Wellness program will work.

#### Wellness Program

The employer will contribute eighty percent (80%) of the Employers share and the Employee will contribute twenty percent (20%) of the premium cost for the full-time employee's coverage and for those dependents properly enrolled in the plan. Except, however, that those full-time employee's employees who participate in the Employer's authorized Wellness program shall receive a waiver of their twenty percent (20%) of the premium in the year subsequent to their participation. The requirements for waiver of the employee's twenty percent (20%) share of the health insurance premium will be as follows:



Each employee, on their own time, may participate in the Employer's sponsored Wellness program in lieu of payment of a portion of the required employee percent of the cost of group/medical coverage for the next subsequent year.

- A. Employees who complete the Employer's Wellness program Fitness Assessment will qualify for a reduction equal to one-quarter of the twenty percent (20%) co-pay paid by the employee.
- B. Employees who complete the aforementioned fitness assessment and who participate in and successfully complete the Employer's sanctioned Wellness program (e.g. eight (8) week exercise/education program) will qualify for a reduction equal to the remaining three-quarters of the twenty percent (20%) co-pay paid by the employee.
- C. The Employer shall pay the full cost of the employee's participation in the Wellness Fitness Assessment.
- D. The employee shall pay twenty dollars (20%) toward the cost of the eight (8) week exercise/education program. The twenty dollars (\$20) will be reimbursed to the employee based upon successful completion which is defined as attendance at a minimum of seventy-five percent (75%) of the scheduled classes. The Employer shall be responsible for payment of the remaining portion of the program.

Section 19.4 Extended payment of Blue Cross/Blue Shield. The Employer will continue to pay the premium for employees on non-pay status, i.e., after all sick leave, vacation time, personal leave days, etc., have been used until the time the Wage Continuation Insurance Plan becomes applicable; at which time, the employee may continue coverage by continuing to pay the full premium at the Employer's group rate. The foregoing is available to employees at such time as they accumulate four years of service.

NOTE: This Section is subject to the provisions of federal legislation (C.O.B.R.A.). The Employer will fully comply with such legislation, and to the extent that this Section is inconsistent with federal law, that law will control.

Section 19.5 The Employer may change insurance carriers or may implement a self-insured program, and/or may implement cost savings programs, such as (by way of example and not limitation) generic drugs, predetermination, additional opinions, etc., as long as the overall benefits package remains substantially equivalent to present benefits, it being recognized that exact duplication may not be realistic. Before any such changes are implemented, the Union will receive written notice, and will have the opportunity to review and respond.

Section 19.6 Each employee is responsible for keeping the Employer informed of the current number and status of dependents. Any lack of coverage or incorrect coverage which results from an employee's failure to comply with this Section will be the employee's responsibility. Any

overpayment by the Employer will be reimbursed by the employee, including payroll deductions at the employee's option.

Section 19.7 The Board will purchase, through Blue Cross/Blue Shield, a Dental Insurance Plan known as the 100-50-50, with an \$800.00 maximum per person per year, for all eligible employees and their eligible dependents.

Section 19.8 Retirees. Consistent with the rules and regulations of the Michigan Employees' Retirement System and the Michigan Hospital Service, employees who are enrolled in the Employer's group health insurance and Master Medical Plan shall be allowed to maintain their enrollment in these programs and shall privately pay for the premiums under the Employer's group rate. Benefits and payment arrangements shall be continued for the beneficiary and/or dependents.

Employees who have not yet attained age 65, will be eligible for Employer-paid health insurance, subject to the following:

- A. The Employer will pay for single coverage, up to \$75.00 per month, or double (couple) coverage, up to \$150.00 per month.
- B. Retirees' insurance includes Basic Blue Cross/Blue Shield Health Plan excluding the \$2.00 Drug Rider and Dental Insurance.
- C. The coverage which is provided may be changed if the overall group plan is changed, and retirees will be subject to any such future changes in coverage, subject to negotiations between the Employer and the Union.

Section 19.9 Health Maintenance Organization (HMO). The Employer will cooperate in making an HMO available to employees, subject to the following:

- A. The cost to the Employer will not exceed the premiums that the Employer pays for health insurance. Any excess will be charged to the employee by payroll deductions.
- B. The Employer's sole obligation is to pay premiums. The Employer is not an insurer or health care provider or guarantor.
- C. Each eligible employee may elect to HMO as an alternative to health insurance.

Section 19.10 The Short Term Disability plan is designed to provide continuation of income for an employee who is certified as disabled as a result of accidental injury, illness, or pregnancy while continuously under the care and treatment of a physician.

The plan provides 65% of the employees gross weekly income up to a maximum of \$900.00 per week if the employee is disabled. The employee is eligible for this disability benefit only when his/her accrued sick leave has been exhausted and after a minimum of thirty (30) calendar days of disability.

This benefit will be paid for a maximum of forty-eight (48) weeks or until the employee is no longer disabled, whichever is less. Coverage begins the first of the month following 90 days of employment.

Section 19.11 The Long Term Disability (LTD) plan is designed to provide income protection when employees sick leave and short term disability protection have been exhausted or after approximately 52 weeks of disability. All full-time and eligible part-time employees are eligible for this coverage.

The plan provides monthly disability payments of 60% of the first \$10,000.00 of employees pre-disability monthly earnings with a maximum monthly benefit of \$6,000.00. The benefit duration period is up to age 65.

Employees are eligible for the LTD program after 90 days of employment.

Section 19.12 The cost of the premium for \$25,000 term life insurance with accidental death and dismemberment coverage will be paid by the Employer for all full-time and part-time employees working a minimum of 30 hours per week. Details of eligibility are covered in the Master Agreement.

## ARTICLE 20

### PENSION

Section 20.1 The retirement plan, known as B-2, through the Municipal Employees Retirement System will be provided by the Employer. Early retirement is allowed at age 55, after 25 years of service, with no reduction in pension benefits, or at age 60 with at least 10 years of service. The Employer will pay all contributions to the fund.

## ARTICLE 21

### BEREAVEMENT LEAVE

Section 21.1 In the event of a death in the employee's immediate family, bereavement leave not chargeable to the employee's accrued sick leave but chargeable to a special bereavement leave account will be allowed through the day of the funeral, according to the following schedule.

Section 21.2 In the event of a family death, Bereavement Leave will be allowed as follows:

1. Five (5) days leave in case of the death of a current spouse or dependent child.
2. Three (3) days leave in case of the death of a parent, non-dependent child, brother, sister, parent-in-law, son-in-law, or daughter-in-law.
3. One (1) day of leave for the death of a brother or sister-in-law, step-parent, step-child, step-brother, step-sister, grandparent, grandchild or other relative who resides in the same household as the employee.
4. Time to attend the funeral, not-to-exceed one day, will be granted in case of the death of a relative other than those specified above, or in the case of the death of a fellow employee or former employee.

All time provided above will be charged to bereavement leave as such and must be clearly shown on your time card.

If any additional time off is granted for special situations, the extra time will be charged to the employee's personal leave or vacation account.

## ARTICLE 22

### JURY DUTY

Section 22.1 During the period when an employee is performing required jury duty service during the hours when he/she would otherwise be regularly scheduled to work, the Employer will pay the difference between his/her fees for jury duty and pay at his/her straight time rate for the hours he/she would have worked on his/her regularly scheduled shifts during his/her period of jury duty, provided the employee gives his/her Department Head prompt notice of his/her call to jury duty, and thereafter, provides to the Employer evidence of his/her performance of jury duty and of the payment he/she receives for it.

Section 22.2 Under the same conditions, the employer will provide time off without loss in pay, when an employee is subpoenaed as a witness to appear in courts in Allegan, Ottawa Counties, or U.S. Federal District Court for Western Michigan. Amount allowed will be less any witness fees paid to employee.

## ARTICLE 23

### MILITARY LEAVE

Section 23.1 Employees on military leave will be treated in accordance with applicable law and Employer policy.

## ARTICLE 24

### UNPAID LEAVE OF ABSENCE

Section 24.1 Upon written application by the employee to the Manager/Director unpaid leaves of absence may be granted in case of illness or other justifiable causes (including terminal illness of a spouse or child) for a period not to exceed twenty-four (24) months. Seniority shall not accumulate during such leaves. Vacation and Personal Leave Days must be used up before an employee will be eligible for an unpaid leave.

Section 24.2 Two members of the Union who are elected to attend a Union Convention shall be granted leave without pay for up to five working days in order to attend such convention.

Requests for any such leave shall be submitted in writing to the Manager/Director at least two weeks prior to when the leave is to begin and shall state the purpose for which is it requested.

Section 24.3 The Family and Medical Leave Act. To the extent required under applicable law, according to the Federal Family and Medical Leave Act, an eligible employee shall be granted leave for the purpose and under the terms and conditions as provided by that law in all respects. It is recognized that the interpretation and application of this law may change as court and agency rulings are issued, and also that the Employer may adopt policies to effectuate the Act provided that such policies are consistent with the Act. It is understood that the Employer FMLA policy currently in effect will be applied for employees covered under this bargaining agreement.

## ARTICLE 25

### PERSONAL LEAVE

Full-time employees shall be eligible for four (4) full days (32 hours) of personal leave each year, such leave to be arranged at least one (1) week in advance with the employee's Manager/Director. Granting of such leave day is subject to availability of other qualified personnel to handle the work responsibilities to the employee.

Personal leave is defined as time used to tend to personal business i.e. family business, extra bereavement funeral leave, and legal appointments.

Eligible part-time employees will be eligible for personal leave, but on a prorata basis.

New employees who have successfully completed six (6) months of their one (1) year probationary period will be allowed to take 50% (1/2) of the annual personal leave hours. The balance will be credited at their first anniversary date. Hours taken prior to the first anniversary will show as a negative balance on the check stub and will be calculated at the anniversary date.

## ARTICLE 26

### EFFECT OF LEGISLATION

If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency shall invalidate any portion of this Agreement, the entire agreement shall not be invalidated, and either party hereto upon notice to other may reopen for negotiations the invalidated portion and, if any agreement hereon cannot be reached within thirty (30) days, either party may submit the matter to mediation.

## ARTICLE 27

### BULLETIN BOARDS

Section 27.1 The Employer will designate one bulletin board in each facility to be used by the employees and the union, to post only the following: (1) notices of Union meetings, (2) Union elections, and (3) union recreational and social activities. All posted items must be signed and dated. Posted items must also be removed after thirty (30) days.

## ARTICLE 28

### EQUAL OPPORTUNITY EMPLOYMENT

The parties agree to abide by all provisions of applicable federal or state laws and regulations in applying the provision of this Agreement without discrimination as to age, sex, marital status, disability, race, creed, national origin, religion, or any other basis prohibited by such federal or state laws. Claimed violations of this Article may be grieved, but shall not be subject to arbitration.

## ARTICLE 29

### DEFERRED COMPENSATION

Full-time and eligible part-time employees will be eligible for participation in the deferred compensation plans offered by the Employer, as they may be changed at any time by the Employer. Deferred compensation programs provide an opportunity for employees to defer a portion of their earnings until later, thereby gaining possible valuable tax advantage. Details are available at the Human Resource Office.

This plan is a voluntary arrangement for an employee which permits you to authorize a portion of your salary to be withheld and invested. This will be payable to you at a later date. The deferred amount and the earnings on the investments are not subject to current Federal and State Income Laws. Taxes must be paid when the deferred income, plus earnings are distributed to you; most commonly at retirement when you are in a lower tax bracket. We currently offer two plans ICMA and The Hartford. Any questions you have about this plan can be answered at the Human Resource Office.

## ARTICLE 30

### TUITION REIMBURSEMENT

The Board's Tuition Reimbursement Plan is offered to all Full-time and Part-time employees of the Board of Public Works. It is designed to assist employees in improving job capabilities by reimbursement of tuition expenses incurred while taking approved training. This program may be changed at any time by the Board.

The B.P.W. will reimburse 100% of tuition if a class is mandatory and directed by the Employer. Reimbursement is not to exceed \$1,500 in any fiscal year. The B.P.W. will pay for the fees and courses listed above in the following manner:

- 75% of the tuition paid if you receive a "C" grade.
- 90% of the tuition paid if you receive a "B" grade.
- 100% of the tuition paid if you receive an "A" grade.

The reimbursement will be made after I have submitted a copy of the receipt of full payment and final grade to the Administrative Service Director. No reimbursement is made for a course in which a grade of less than a "C" is earned.

## ARTICLE 31

### RETIREMENT GIFT

In addition to the outstanding pension, the Employer will provide a retirement coffee or meal during regular working hours. This will be arranged by the individual Department Manager and/or Director in conjunction with the guidelines established by the Human Resource Department. This coffee or meal would normally include only employees and would take place on Employer premises unless otherwise approved.

Also a gift or gift certificate will be provided as follows:

10 through 19 years	\$150.00
20 through 29 years	\$300.00
30 through 39 years	\$450.00
40 years and over	\$600.00

## ARTICLE 32

### FLEXIBLE SPENDING ACCOUNTS

Flexible Spending Accounts is a program allowed under Section 125 of the Internal Revenue Code, which gives you the opportunity to use before-tax dollars to pay for medical and child care costs previously paid for with after-tax dollars.

There are two categories of expenses that qualify for this plan. They are:

Medical bills that are not paid for by insurance. This also includes insurance deductibles and premiums. Worksheets are available to assist you in determining how much you may consider contributing to this portion of your flexible spending accounts.

Day care for a dependent, which includes children under 13, a dependent parent or any physically or mentally challenged person under your care.

If you enroll in the Flexible Spending Account program, the amount of money that you specify will be placed in your spending account through payroll deduction. This money remains in your account until you need it and is not taxed. You simply bring in receipts for expenses that qualify for the plan you selected and you will be paid within approximately two weeks with money from your spending account.

The only "catch" to this program is that any money still in your account at the end of the plan year (calendar year) is lost. Therefore, you must plan carefully to determine your expected eligible spending for the year. There is not cost for you as an employee to participate in this benefit. The cost for the administration of this program is paid for by the Employer.



## ARTICLE 33

### LONGEVITY

All current full-time and eligible part-time employees, employed permanently and continuously by the Board, whose seniority date is on or before December 31, 1995, who have received their anniversary date prior to December 31st, of that year and are employed on December 31st, shall be paid longevity as set forth in the following schedule, however, newly hired employees (hired after 1-1-96) shall not be covered by this provision nor entitled to any longevity payments.

5 years through 9 years	- 2% of first 10,000 annual wage
10 years through 14 years	- 4% of first 10,000 annual wage
15 years through 19 years	- 6% of first 10,000 annual wage
20 years or more	- 8 % of first 10,000 annual wage

Eligible employees who terminate employment for retirement, prior to December 31st, shall be paid a portion of their longevity based on the number of months worked in the calendar year. Employees who terminate for any reason other than retirement, will not be eligible for longevity in the calendar year in which they terminate.

## ARTICLE 34

### NEW JOB CLASSIFICATION

Section 34.1 In the event that the Employer establishes a new job classification, or changes an existing classification so substantially that the Employer decides to also change the wage rate, then the Employer shall have the right to establish and implement a wage rate for the new or changed classification. The new wage rate shall not be subjected to negotiations with the Union until contract expiration.

## ARTICLE 35

### ALCOHOL AND DRUG ABUSE

This policy is adopted pursuant to the Drug-Free Workplace Act of 1988 (Pub, L. 100-690, Title V, Subtitle D), in an effort to provide a safe and healthy work environment for our employees.

The use and effects of illegal drugs and alcohol pose very serious problems. While the Employer would prefer not to intrude into the personal lives of its employees, it must be recognized that employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable and prone to accidents and absenteeism. Each employee has a responsibility to our community to deliver services in a safe and conscientious manner. In order

to ensure that this responsibility is met, employees must work free from the effects of alcohol and other performance impairing substances.

Accordingly, the Employer wants to state clearly its policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use or termination of employment. Our policy is as follows:

## I. DRUG-FREE AWARENESS PROGRAM

A Drug-Free Awareness Program has been developed to inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the Employer's Alcohol and Drug Abuse Policy; (3) the availability of treatment and counselling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Alcohol and Drug Abuse Policy.

## II. ASSISTANCE TO EMPLOYEES IN OVERCOMING ALCOHOL OR DRUG ABUSE

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family, and social disruption. The Employer encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

To assist employees in obtaining early voluntary treatment, the Employer refers such employees to an Employee Assistance Program ("EAP"). The EAP is an assessment, counselling and referral service for employees with substance abuse problems.

The Employer also provides an insurance plan to full-time employees to help pay for treatment. Finally, the Employer offers a variety of leave options for full-time employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP. Employees may seek help without the approval or knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counselling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the Employer.

Voluntary requests for assistance from the EAP will not result in discipline. However, such requests and participation will not prevent disciplinary action for other violation(s) of this Alcohol and Drug Abuse Policy. Employees who undergo voluntary counselling or treatment

pursuant to a referral by the Employer and who continue to work must meet all established standards of conduct and job performance.

### III. APPLICATION

The Policy applies to all employees.

For purposes of this Policy:

- "Employer premises" includes, but is not limited to , all property, whether owned, leased or used by the Employer. This Policy also includes any other locations or mode of transportation to and from those locations while in the course and scope of employment.
- "Employer time" includes, but is not limited to, all time spent on any Employer activity. This does not include the lawful use of alcohol for authorized Employer-related purposes (e.g., authorized social functions, off-hours dinner while traveling on Employer business, etc.).
- "Prohibited substances" are defined as: illegal drugs or controlled substances (including trace amounts); alcoholic beverages; prescription drugs - - except as proved in Section IV of this Policy; and any other substance which affects or may affect the employee's ability to competently or safely perform.
- "Under the influence" of any prohibited substance means any detectible level of a prohibited substance in an employee's system. If an employee is "called out" , the employee shall not report to work with any prohibited substance in his/her system except that the employee may report where the presence of alcohol does not exceed the standard set by the U.S. Department of Transportation for truck drivers in interstate commerce. (Blood alcohol less than .04%)
- "Reasonable suspicion" includes, but is not limited to: observation or behavior such as slurred speech, unsteady walking, abrupt mood swings, breath (alcohol) or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, frequent illness not explained by other medical conditions; absenteeism, declining productivity; excessive tardiness; and suspicious activity indicating possible involvement with prohibited substances in violation of this Policy.

### IV. AUTHORIZED USE OF PRESCRIBED MEDICINE

Employees undergoing prescribed medical treatment with any substance which may alter their behavior or physical or mental ability must report the effects such treatment may have on their ability to perform their job to their immediate supervisor or the Human Resource Director, who will determine whether the Employer should temporarily change the employee's job assignment during the period of treatment.

## V. PROHIBITIONS

The Employer's Policy prohibits the:

1. Use, possession, manufacture, distribution, dispensation, transportation or sale of prohibited substances or drug paraphernalia on Employer premises or being under the influence of a prohibited substance on Employer premises on Employer time or at an Employer activity;
2. Storing by an employee of any prohibited substance in a locker, desk, vehicle or other repository on employer premises or refusing to submit to an inspection.
3. Possession , use manufacture, distribution, dispensation or sale of prohibited substances off Employer premises or Employer time that adversely affects the employee's work performance, his own or others' safety at work or the Employer's regard or reputation in the community; (Note: lawful and moderate use of alcohol is not prohibited).
4. Failing to adhere to the requirements of any drug or alcohol treatment or counselling program in which the employee is enrolled;
5. Conviction under any criminal drug statute or failure to notify the Employer of any arrest or conviction under any criminal drug statute within five days of the arrest or conviction;
6. Failure to report to the immediate supervisor or Human Resource Director the effect of a prescribed drug which may alter the employee's behavior or physical or mental ability:
7. Refusing to consent to testing or to submit a urine, blood or other sample for testing when requested pursuant to the Employer's testing Policy, or switching or adulterating any sample submitted for testing.

## VI. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with the Policy.

A. Testing. Employees or applicants for employment may be required to submit to substance testing, including, but not limited to, urinalysis, blood tests, plasma tests or breath tests for the drugs specified in the Department of Health & Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs ("HHS Guidelines") and any amendments to the HHS Guidelines in effect at the time of the testing:

1. to be considered for employment;
2. where the Employer has reasonable suspicion that an employee has ingested, possesses or has distributed a prohibited substance;

3. following an accident or incident where the Employer has reasonable suspicion that prohibited substance(s) may be implicated, e.g., where safety precautions were violated or careless acts were performed; and
4. immediately after an employee returns to work after a disciplinary suspension, where the Employer has reasonable suspicion that prohibited substance(s) may be implicated.

All positive initial drug tests will be confirmed using gas chromatography/mass spectrometry techniques at the cutoff values listed in the HHS Guidelines and any amendments to the HHS Guidelines in effect at the time of the testing.

An employee who tests positive may request that the results be confirmed by a laboratory which meets NIDA requirements, if the laboratory which performed the initial confirmation does not meet those requirements.

An employee who tests positive may request that the results be confirmed by a laboratory which meets NIDA requirements, if the laboratory which performed the initial confirmation does not meet those requirements.

B. Searches. Employees, while on Employer premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when the employer has a reasonable suspicion that the employee has ingested, possesses or has distributed a prohibited substance.

## VII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of the Employer's Alcohol and Drug Policy may result in severe disciplinary action, up to and including discharge for a first offense. Violation of this policy may also subject employees to arrest and prosecution by law enforcement agencies.

In addition to any disciplinary action for drug or alcohol abuse, the Employer may refer an employee to the Employee assistance Program for assessment, counselling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counselling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

## VIII. LAST CHANCE AGREEMENT

Individuals discharged for violation of the Employer's Alcohol and Drug Policy may, at the Employer's sole discretion, be offered the opportunity to enter into a "Last Chance Agreement"

The Last Chance Agreement provides that an employee may return to employment under the following conditions:

1. The employee acknowledges in writing that he/she has a substance abuse problem.
2. The employee successfully completes a rehabilitation program prescribed under the Employee Assistance Program;
3. The employee agrees in writing to submit to random testing or search for the remainder of his/her employment; and
4. The employee is subject to automatic discharge for any violation of Last Chance Agreement or this Policy while on the Last Chance Agreement and waives the right to grieve such discharge.

#### IX. CONDITION OF EMPLOYMENT

Compliance with the Employer's Alcohol and Drug Abuse Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document or submit to any inspection or drug test as provided will be grounds for termination.

Questions regarding this Policy should be directed to the Human Resource Director.

#### X. REVIEW OF PROGRAM

This Policy will be reviewed bi-annually to determine its effectiveness, to implement needed changes and to ensure that disciplinary actions are consistently enforced.

#### XI. RECEIPT

I acknowledge that I have received a copy of the Employer's Employee Alcohol and Drug Abuse Policy.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee's Signature

\_\_\_\_\_

Employee's Name (printed)

## ARTICLE 36

### CREDIT UNION

The Credit Union First is available to serve the financial needs of its members. Eligible for membership are all employees of the Board of Public Works, their spouses, children and retirees. The Credit Union is owned entirely by its members and is operated by and for them exclusively.

Employees can save regularly by payroll deduction, can have share accounts for their children, and can earn dividends on their savings. If staff members need extra money, they can borrow at the Credit Union's low rate of interest. Loans are insured at no extra cost.

Employees are eligible for membership for savings purposes upon employment, and for loan purposes after completing the six month probationary period. Contact Credit Union First at 983 Lincoln Ave.

## ARTICLE 37

### COMPENSATION

Section 37.1. The new wage schedule, Schedule "A", shall apply to all employees hired on or after June 1, 1996.

Section 37.2. The wage schedule for "existing employees" (hired before June 1, 1996) is attached as Schedule "B". Schedule "B" shall continue to apply to "existing employees" even if they change classifications within the bargaining unit.

Section 37.3. Schedule "B" will reflect that existing rates were increased 3.2% effective July 1, 1995.

Section 37.4. Both Schedules "A" and "B" will be increased as follows: effective July 1, 1996, and again on July 1, 1997, the general increase will be equal to the percentage increase in the CPI-U for the most recently available 12-month period (ending in May), provided, however, that the minimum increase shall be 2% and the maximum increase shall be 5%.

## ARTICLE 38

### TERM OF AGREEMENT

This Agreement shall remain in full force and effect until 12:01 a.m., July 1, 1998.

FOR THE UNION  
Local 586, Affiliated with the  
SEIU (AFL-CIO)

FOR THE EMPLOYER

\_\_\_\_\_  
Date

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Date

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Date

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Date

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Date

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Date

Approved as to form:

\_\_\_\_\_  
Andrew J. Mulder Date  
Holland City Attorney