

3691

6/30/2000

AGREEMENT BETWEEN
VILLAGE OF OXFORD, MICHIGAN
AND

MICHIGAN COUNCIL NO. 25,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO, and its
LOCAL UNION NO. 2720, CHAPTER OF OXFORD

July 1, 1997 to June 30, 2000

VILLAGE COUNCIL APPROVAL 3/10/98

Oxford, Village of

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Addendums:

- (a) Sexual Harassment (policy attached)
- (b) No Smoking Policy (policy attached)
- (c) Commercial Drivers Licenses, and
Physical Examinations and Qualifications (policy attached)
- (d) Drug-Free Workplace Policy (policy attached)
- (e) Work Rules (policy attached)

PREAMBLE

THIS AGREEMENT, entered into on this 10th day of March 1998, between the Village of Oxford, Michigan, hereinafter referred to as the "Village", and Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, and its Local Union No. 2720, Chapter of Oxford, hereinafter referred to as the "Union".

WHEREAS, the parties recognize that the interests of the community and the job security of the employees depend upon the Village's success in establishing proper service to the public; and

WHEREAS, it is the desire of the parties to promote orderly and peaceful labor relations; and

WHEREAS, the parties recognize the Village has obligations to the citizens and the taxpayers to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public, which is met with public satisfaction; and

WHEREAS, the parties agree that it is mutually beneficial and advantageous to arrange and maintain fair and equitable earnings, labor standards, rates of pay, operation conditions, and means of adjustment of disputes which may arise between the parties; and

WHEREAS, the Village and Union have bargained collectively in accordance with the Law, and have reached certain agreements with respect to wages and other terms and conditions of employment with respect to the bargaining unit as defined herein; and

WHEREAS, the Village 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 Village hereby recognizes the Union as the exclusive bargaining agent to the extent required under the Law, for a unit consisting of:

ALL FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE DEPARTMENT OF PUBLIC WORKS; excluding the Village Manager, Village Treasurer, Deputy Clerk, Building and Utilities Clerk, Water Treatment Plant Superintendent, DPW Director, supplemental part-time, temporary and seasonal employees, and all other Village employees.

SECTION B

For the purpose of this Agreement, the term "employee" shall refer to all employees in the unit for bargaining as defined in Section A. Reference to the male gender shall include the female gender unless otherwise indicated.

SECTION C

For the purpose of this Agreement, the term "full-time" shall refer to employees who are regularly scheduled to work forty (40) hours per week.

For the purpose of this Agreement, the term "regular part-time" shall refer to employees who are regularly scheduled to work more than twenty-five (25) but less than forty (40) hours per week and 48 weeks per year.

For the purpose of this Agreement, the term "supplemental part-time" shall refer to employees who are regularly scheduled to work twenty-five (25) or less hours per week on a continuing basis throughout the year. The term "temporary" shall refer to employees who work an irregular schedule of not over forty (40) hours per week or are hired for a specific project which is not expected to exceed ninety (90) days in duration and will be identified to the Union prior to implementation of said project. The term "seasonal" shall refer to employees who work only during the period from April 1st through October 31st when additional labor is required to complete seasonal tasks.

SECTION D

Pursuant to the Public Employment Relations Act, the Village hereby recognizes the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining

agent on behalf of all its employees in the appropriate unit set forth above, with respect to wages, hours and other terms and conditions of employment. The Village further agrees that it will not recognize, deal with, or enter into contractual relations, either written or oral, with any labor organization, agency, committee, or group in regard to wages, hours and other terms and conditions of employment, on behalf of any of its employees coming within the meaning of this Agreement at any time during the term of this Agreement; provided, that any individual employee at any time may present grievances to the Village and have said grievances adjusted, without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustments.

**ARTICLE II
MANAGEMENT RIGHTS AND
RESPONSIBILITIES**

SECTION A

The Village hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Village, including, but without limiting the generality of the foregoing, the right to manage its affairs efficiently and economically, including the right (a) to determine the number, location and type of facilities; (b) to determine the services to be performed, the quality of work and services to be performed, and the methods of performing the work and services; (c) to determine the means and methods of carrying out the work; (d) to determine the size of the work force and increase or decrease its size; (e) to hire new employees, to discharge or discipline employees for just cause, to maintain discipline and efficiency, and to assign, transfer and layoff employees; (f) to schedule the work days and hours of work; (g) to direct the work force, to assign the type and location of work assignments and related work to be performed, and to determine the number of employees assigned to any location, operation or job; (h) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (i) to select employees for promotion or transfer to supervisory or other positions outside the bargaining unit, and to determine the number of supervisors; (j) to determine the qualifications and competency of employees to perform the available work; (k) to establish, change, combine or discontinue job classifications and prescribe and assign job content; (l) to establish training requirements for purposes of maintaining or improving the professional skills of employees and for purposes of advancement; (m) to introduce new equipment, methods or processes, change or eliminate existing equipment, methods or processes, and institute technological changes; (n) to select, procure and control all equipment and materials; and (o) to purchase the services of others in the sole and complete discretion of the Village, contract or other wise. The Village reserves the foregoing rights except such as are specifically relinquished or modified by the specified terms of this Agreement.

SECTION B

It is agreed that the enumerations of management prerogatives in Section A shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers, and authority the Village had prior to the signing of this Agreement are retained by the Village and remain within the rights of the Village, including, without limitation, all rights, powers and authority conferred upon and vested in it by the Village Charter, ordinances, present policies, and State

and federal law.

SECTION C

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of Village policy, the operation of the Village and the direction of the employees are vested exclusively in the Village Council or in its designated representatives when so delegated by the Council. The exercise of judgment and discretion by the Council and its administrators not in conflict with the express terms of this Agreement shall be upheld.

SECTION D

It is further recognized that the Management of the Village has the right to establish reasonable rules, regulations, policies and procedures governing the discipline, duties and rules of conduct for the employees to follow. Management reserves in its sole discretion the right to supervise and manage its employees.

ARTICLE III
NO STRIKE CLAUSE

SECTION A

During the life of this Agreement, the Union shall not condone or permit its members to cause nor shall any member of the Union either directly or indirectly take part in or cause any sit-down, stay-in, slow-down, complete or partial stoppage of work, concerted use of paid leave time, curtailment or restriction of work, boycott, demonstration, or interference of any sort whatsoever with any of the normal operations of the Village or in any conduct which results in such interference.

SECTION B

Any employee who engages in any of such prohibited conduct shall be subject to discipline including discharge. The grievance procedure set forth herein provides the sole remedy for the settlement of employees' grievances. Furthermore, the Union agrees that it will use its best efforts to prevent any of such prohibited conduct.

SECTION C

The Village agrees that during the life of this Agreement it will not lock out employees.

ARTICLE IV
DUES CHECKOFF AND UNION SECURITY

SECTION A

It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement, unless promoted, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union to the extent permitted by law. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of this Union's costs of negotiating and administering this Agreement as determined by the Union to the extent permitted by law. All new employees covered by this Agreement who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their date of hire, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union to the extent permitted by law.

SECTION B

The representation fee referred to in Section A shall not exceed the regular monthly dues of the Union, nor shall it include any assessments and initiation fees. In the event any employee shall fail to either join the Union, or pay a lawful representation fee as provided above, and in the event regular monthly Union dues or lawful representation fees remain unpaid for a period of sixty (60) days following the date the same are due, the Union shall notify the Village Manager and the employee in writing of said delinquency; and unless the amount is paid within fourteen (14) days from the date of receipt of notification, the Village may terminate said employee upon written request of the Union and indemnification by the Union. The Village will not discharge any dissenting employee(s) pursuant to this Section until it is satisfied that such discharge is constitutionally permissible.

SECTION C

For the convenience of the Union and its members, the Village shall deduct the regular monthly dues of the Union from the pay of those employees covered by this Agreement who elect to join the Union and authorize such deduction in writing. The Village shall deduct the representation fee referred to in Sections A and B from the pay of those employees covered by this Agreement who elect not to join the Union and authorize such deduction in writing.

The forms of making written authorization for the deduction of monthly dues, or representation fees, shall be provided by the Union. The written authorization shall remain in full force and effect during the period of this Agreement unless revoked by written notice given to both the Union and the Village.

SECTION D

The Union shall notify the Village, in writing, of any changes in monthly Union dues and representation fees, certified by the Union as the uniform monthly dues required of the Union members or, in the case of representation fees, a legally-permitted fee. The Village will act in accordance with such written certification.

SECTION E

Remittance to Union. All sums deducted as Union dues or representation fees shall be remitted to the Financial Secretary of the Union not later than the 15th day of the calendar month in which deductions are made. The Village shall not be liable to the Union for the remittance or payment of any sum other than constituting actual employee authorized deduction from those employees covered by this Agreement. Deductions shall be made only in accordance with the provisions of the written authorization(s) referred to in Section C, together with the provisions of this Agreement. The Village shall have no responsibility for the collection of initiation fees, assessments, or for monthly Union dues, representation fees or for any other deductions not in accordance with this Article.

SECTION F

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Village of the names of such employees following the end of each month in which the termination took place.

SECTION G

The Union shall indemnify, defend, and save the Village harmless against any and all claims, demands, suits, or other forms of liability including court and administrative hearing costs, court reporter fees and transcript, and unemployment compensation costs, if any, that may arise out of or by reason of action taken by the Village under this Article.

ARTICLE V
REPRESENTATION

SECTION A

The Village recognizes the right of its employees to elect a Steward and Alternate Steward, to serve in the absence of the Steward, for the purpose of handling contract grievances. The Steward and Alternate Steward will be regular seniority employees of the Department with at least one (1) year of service in the bargaining unit.

SECTION B

The Union will immediately notify the Village in writing of the names of the Steward and Alternate Steward, and any changes of personnel in those positions. The Village will not recognize any Steward or Alternate Steward until such notification has been provided.

SECTION C

Neither the Union or any of its officers nor any Steward or Alternate Steward shall advise or direct employees to disregard the orders or instructions of Management.

SECTION D

The Stewards during their working hours, without loss of time or pay, may in accordance with the terms of this Section, investigate and present grievances to the Village, upon having received permission from their Supervisor. The Supervisor will grant permission provided that the Steward's absence will not interfere with the work of the Department. The privilege of Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and will not serve as a basis for any overtime, and Stewards will perform their regular assigned work at all times, except as provided herein. Any alleged abuse by either party will be the proper subject for a Special Conference.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION A

A grievance is a claim based upon an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, it shall be submitted to the following procedure.

SECTION B

The Grievance Procedure shall be as follows:

STEP ONE: An employee who has a grievance shall, within five (5) working days of the time the grievance arises, or when he would have reasonably known he had a grievance, discuss the grievance with his Supervisor, with or without the presence of his Steward.

The employee shall have the right to discuss the grievance with his Steward before any discussion takes place with the Director. The Director shall also be afforded reasonable time to discuss the grievance with the Steward.

STEP TWO: If the grievance is not resolved in Step 1, the employee shall report the grievance to his Steward as soon as possible if he has not already done so. The grievance shall then be reduced to writing and signed by the employee and the Steward on forms provided for that purpose. The written grievance shall be presented to the DPW Director within five (5) working days of the Step 1 meeting.

The Director shall answer the written grievance within five (5) working days or he shall arrange a meeting with the grievant and the Steward. If a Step 2 meeting is held, the Steward and the grievant shall be allowed such time as may be reasonably necessary, just prior to the commencement of such meeting, to confer regarding the grievance. The Village shall answer the grievance in writing no later than five (5) working days after the meeting, with a copy to the Steward.

STEP THREE: If the grievance is not resolved in Step 2, the Union may, within twenty one (21) days after the answer in Step 2, submit a written appeal to the Village Manager or to the Village Attorney in the absence of the Manager and request a meeting between the Union Representative(s) and representatives of the Village in an attempt to resolve the grievance. The meeting shall take place within twenty one (21) days, and a Council 25 Representative may be present. Additional time may be allowed by mutual written agreement of the Village and the Union. The Village Manager shall answer the grievance appeal within ten (10) working days of the Step 3 meeting.

STEP 4: If the grievance is not resolved in Step 3, the Union may, within ten (10) working days after the Step 3 answer request the convening of a Pre-Arb Panel. This panel shall consist of the Union Steward and the Union Representative from the bargaining unit and the Village Manager and the DPW Director for the Village. If the grievance is not resolved within five (5) days after the Pre-Arb Panel meeting, it may be submitted to arbitration in accordance with the provisions of Article VII.

ARBITRATION: If a grievance is not resolved in Step 4, it may be submitted to arbitration in accordance with the provisions of Article VII.

SECTION C

Time Limits. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the Union within the time limit in that Step, shall be considered to have been settled in accordance with the last disposition made by the Village. If the Village shall fail to answer a grievance within the time limits required for answer in any Step of the Grievance Procedure, the grievance shall then be sent by certified mail to the Village Attorney, then after ten (10) working days the grievance shall be deemed to have been granted in accordance with the disposition requested by the Union. Time limits may be extended by mutual written agreement, in which case the new date shall prevail.

For purposes of this Article and Article VII, "working days" shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION D

The Village shall not be required to pay back wages or benefits for more than twenty (20) days prior to the date a written grievance is filed. In addition:

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 that he may have received during the period of back pay. (The Arbitrator shall have the authority to determine whether any additional deductions from back pay should be made.)
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 "class action" grievance.

SECTION E

Any class action grievance which has not been fully processed prior to the termination

date of this Agreement and any grievance of any kind occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be a proper subject for negotiations. Unless otherwise agreed in writing, any such grievances and any grievances which arose prior to the effective date of this Agreement shall not be processed; provided, however, that grievances involving discipline and/or discharge may be for discussion in negotiations.

SECTION F

Any agreement reached between Management and the Union Representative(s) will be in writing and acknowledged by the Union and Village Council and is binding on all employees affected and cannot be changed by any individual.

ARTICLE VII
ARBITRATION

SECTION A

If a grievance is not resolved in Step 4 of the Grievance Procedure and if it involves an alleged violation of a specific Article and Section of this Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the Village Manager or the Steward, as the case may be, fifteen (15) days after receipt of the Village's answer in Step 4. The written notice shall identify the issue involved, and the relief requested. If no such notice is given within the fifteen (15) day period, or if the matter is not subject to arbitration, the Village's answer shall be final and binding on the Union, the employee(s), and the Village.

SECTION B

Following receipt of the notice to arbitrate, a request shall be made within the next five (5) working days to the American Arbitration Association for appointment of an Arbitrator under its rules and procedures, unless another Arbitrator or procedure is mutually agreed upon. In any event, the Voluntary Arbitration Rules of the American Arbitration Association shall apply to the arbitration proceedings.

SECTION C

The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability, the Arbitrator shall proceed to decide such issue (including giving both sides the opportunity to file post-hearing brief) before considering the merits of the grievance unless otherwise agreed to by the parties. If the grievance concerns matters not subject to arbitration, the Arbitrator shall return the grievance and all documents relating thereto to the parties, and shall not render a decision on the merits.

SECTION D

Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wages, nor shall he have the power to rule on any matter not specifically brought before him.

He shall have no power to change any practice, policy, or rule of the Village, nor to

substitute his judgment for that of the Village unless such policy, practice, or rule is in violation of a expressed Article and Section of this Agreement. His powers shall be limited to deciding whether the Village has violated the express Articles and Sections of this Agreement.

It is further specifically understood that the Arbitrator shall have no power to substitute his discretion for that of the Village in cases where Village is given discretion by this Agreement.

SECTION E

At the time of the arbitration hearing, both the Village and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the Village or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the Village and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the Village and the Union a reasonable opportunity to furnish briefs.

SECTION F

The fee of the Arbitrator, his travel expense, and the cost of any room or facilities and expense of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representative, counsel, witnesses or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

SECTION G

The Arbitrator's decision, when made in accordance with his jurisdiction and authority, established by this Agreement, shall be final and binding on the Union, the employee or employees involved, and the Village. In addition, the award of the Arbitrator shall be enforceable in a court of law having appropriate jurisdiction.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

SECTION A

The Village shall retain the right to establish, change, amend, and enforce reasonable rules for employees to follow, and it shall have the right to discipline and discharge employees who violate these rules.

SECTION B

After completion of the probationary period, no employee shall be disciplined or discharged without cause. Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct set forth in the Personnel Rules of the Village; failure to abide by the contract; inefficiency or inability to perform assigned duties; excessive absenteeism or tardiness; failure to take a medical examination, including drug and/or alcohol testing; dishonesty or theft; insubordination; overt discourtesy to supervisors, visitors, or other Village employees; neglect of duty; failure to observe work rules, including rules in regard to dress and appearance; falsification of employment application or other records; conduct unbecoming an employee of the Village; failure to follow instructions of supervision; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision.

SECTION C

Disciplinary Procedures:

1. The employee shall have the right to have a Union Representative appear with him at every stage of the disciplinary process or, if the Union Representative is not immediately available, management will make a reasonable effort to contact the Union Representative and make arrangements to have him be present; provided, this does not apply to immediate suspensions. Subject to the foregoing, the employee shall be provided with Union representation unless he expressly declines it in writing.

2. Before any final disciplinary action is taken against a seniority employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to the Supervisor who is rendering such discipline; provided, this does not apply to immediate suspensions.

3. The charges which gave rise to such disciplinary action shall be reduced to writing by the Supervisor who disciplined the employee and copies shall be furnished to the Steward, the employee and the Village Manager. The Union will receive notice of the final

disposition of any disciplinary action.

4. The Village shall not discharge any employee without first suspending the employee, without pay, for a period not to exceed five (5) working days to permit an investigation by the Village, except in cases of absenteeism, tardiness or a reasonable basis to believe that a felony has been committed

5. In imposing discipline on a current charge, the Village shall not take into account an employee's record of disciplinary action which is more than twenty-four (24) months old.

ARTICLE IX
VISITS BY UNION REPRESENTATIVE

SECTION A

The Council 25 Representative shall have reasonable access to the Village's premises where union employees work, for the purpose of adjusting grievances and representing members of the Union, at any time during working hours; provided written notice is first made with the DPW Director or the Village Manager , stating the purpose, date and time the visit is requested.

ARTICLE X
SPECIAL CONFERENCES

SECTION A

Special conferences for important matters shall be requested, in writing stating date and time requested and purpose, upon the request of either party. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The employee Union representative(s) shall not lose time or pay for time spent in such special conferences. If the meeting is to be attended by a representative of Council 25 or the International Union, the Village shall be so notified at the time the conference is requested. Special conferences shall be arranged within twenty one (21) calendar days after said request is made. The Village will submit to the Union written minutes of the matters taken up in special conference within twenty one (21) calendar days after said conference. Such minutes shall reflect a disposition of the matters discussed.

ARTICLE XI
SENIORITY

SECTION A

It is understood that employees are subject to a probationary period of twelve (12) consecutive months of full-time or regular part-time employment, during which time the Village shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, with or without cause, with or without notice to the Union, without recourse to the Grievance Procedure. The Village reserves the right to extend the probationary period, provided a meeting is held with the Village Manager and/or the DPW Director, the affected employee, and the Steward, if requested by the employee, to explain the reason for such action.

When a full-time or regular part-time employee completes the probationary period, the employee shall be entered on the seniority list and seniority shall date from his last permanent date of hire.

SECTION B

There shall be no seniority among probationary employees. In the event a probationary employee is laid off, the Village shall have no obligation to rehire him; and if he is rehired, he shall be treated for all purposes as a new employee.

The Union shall represent probationary employees for the purposes of collective bargaining excluding recourse to the grievance procedure, in respect to wages, and other conditions of employment as set forth in Article I of this Agreement.

SECTION C

Upon the signing of this Agreement, the Village and the Union shall initial an up-to-date seniority list showing the names, dates of hire and classifications of all bargaining unit employees entitled to seniority. The Village shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and if not so requested, the list shall become final at the end of such period. The Village will keep the seniority list up-to-date at all times and will provide the Union representative with copies, as required. In no event shall the Village be required to pay back pay by reason of the correction of an error on such list.

SECTION D

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

1. Quits or retires.
2. Is discharged and not reinstated.
3. Is laid off for a period of twenty-four (24) months. or seniority which ever is less
4. After being given notice of recall from layoff of at least five (5) work days, fails to report for work at the time designated in the notice; provided that an employee who is working elsewhere, and who notifies the Village within said five (5) day period, shall be given an additional five (5) work days to report for work.
5. Is absent without a reasonable excuse acceptable to the Village for three (3) consecutive work days and without giving notice to the Village within three (3) work days, unless failure to notify is the result of a physical impossibility.
6. Fails to return from a leave of absence, vacation, or sick leave at the designated time, unless such time is extended by the Village.

Exceptions may be made in proper cases, in the Village's sole discretion.

SECTION E

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

SECTION F

If a seniority employee is transferred to a Village position not included in the bargaining unit, he shall continue to accumulate seniority while working the position to which he was transferred and shall retain all rights accrued for purposes of any benefits provided for in this Agreement.

An employee without seniority who transfers into the unit shall be treated as a new employee for purposes of this Article, provided that the Village will have the right to give the employee credit for prior service outside of the bargaining unit for fringe benefit purposes.

ARTICLE XII
LAYOFF AND RECALL

SECTION A

Employees shall be laid off by the Village in the following manner:

1. Temporary and seasonal employees in the affected classification shall be laid off first.
2. Supplemental part-time and probationary employees (regular part-time and full-time) shall then be laid off next in any manner determined by the Village.
3. Regular seniority employees shall then be laid off in reverse order of seniority in the Department and provided further that full-time seniority employees may be rescheduled to provide the necessary coverage.

SECTION B

Recall from layoff of seniority employees shall be in reverse order of layoff, providing the employee has the necessary qualifications and can do the work required. The Village has no obligation to recall laid off supplemental part-time or probationary employees. Notice of recall shall be sent to the employee's last known address by registered or certified mail or telegram. In the event of an emergency situation where seniority employees are not immediately available pursuant to the time periods specified, junior employees may be called in to perform such job duties until such time as said seniority employees are available.

SECTION C

Any full-time employee placed on layoff status due to lack of work or department cutback for four (4) weeks or more shall be entitled to four (4) weeks' severance pay distributed over two pay periods on regularly scheduled pay dates.

ARTICLE XIII
NEW OR CHANGED JOBS AND VACANCIES

SECTION A

The Village reserves the right to consolidate or eliminate jobs or positions within the bargaining unit with prior written notification to the Union. Such notice is intended to inform the Union of the action and shall not be construed as a need for approval from the Union.

SECTION B

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, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing and the rate covering the new classification shall be subject to negotiations between the parties. The Union must request such negotiations within ten (10) days following the date of notification; otherwise, the temporary rate established for the new classification by the Village will become permanent. If a new rate is agreed upon, it shall be applied to the first day the employee begins work on the job unless otherwise agreed to.

SECTION C

When the Village decides to fill a position, all new or changed jobs and vacancies shall be posted for a period of seven (7) days setting forth the requirements of the position. The DPW Director will then review the qualifications of the applicants (i.e. ability to perform the work, prior experience, and relevant educational background and training) and, for those applicants who meet the requirements of the job, the work records of the applicants (i.e. attendance and punctuality, availability and disciplinary record); and report his findings to the Village Manager, or his designee.

If the Village determines that there are qualified applicants with satisfactory work records, the employee with the best overall qualifications and work record in the opinion of the Village will be selected to fill the position. If qualifications and work records are determined to be relatively equal, the most senior applicant will be awarded the position. If no current bargaining unit employees possess the qualifications for the position, as set forth in the posting and/or job description, and/or have satisfactory work records, the Village may seek outside applicants. The Village will notify the Union and the successful applicant, if any, as soon as the position is awarded. The Village will promptly notify any unsuccessful applicants, in writing, as to the reason(s) why they were not awarded the position.

SECTION D

An employee transferring to a new position within the bargaining unit shall serve a twenty-four (24) work week trial period, during which time he may be returned to his former classification by the direction of the Village Manager. In addition, during the first eight (8) work weeks of the trial period only, the employee may exercise his seniority to return to his former position. During such trial period, the employee will receive the wage rate for the job he is performing.

SECTION E

The Village reserves the right to temporarily transfer employees to assist in the required work of the Village. The senior employee shall be given first opportunity unless a non-senior employee has greater skill and/or experience for the task at hand at the sole discretion of the DPW Director. Employees transferred to a higher classification for four (4) hours or more shall be paid at the higher rate. An employee will only be paid a higher classification rate when the Village has actually transferred a full time employee to a higher rate classification. This will be done in writing from the DPW Director or the Village Manager.

ARTICLE XIV
BULLETIN BOARD

SECTION A

The Village shall provide the Union with a bulletin board for posting of notices set forth in Section B below.

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.

No other notices shall be posted thereon without prior approval of the Village Manager.

SECTION C

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

ARTICLE XV
SAFETY

SECTION A

The Village, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide public services to the citizens of Oxford. Bearing this in mind, the Village shall always consider the personal safety of the employees in establishing operations procedures. Likewise, employees shall observe all safety rules and regulations. The Union and the Village shall cooperate in enforcing all such measures.

SECTION B

The employees shall use and make every effort to preserve the devices and equipment provided for their safety. The Village agrees to provide safety equipment required by Michigan law, and recognizes its responsibility to properly maintain such equipment.

SECTION C

An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing of forms furnished by the Village and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action, unless such failure is reasonable under the circumstances.

SECTION D

It is the duty of the employee and he shall immediately or at the end of his shift, report all defects of equipment or unsafe conditions to his immediate supervisor. Such reports shall be made on a suitable form furnished by the Village and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment or unsafe conditions are experienced, a written complaint shall be filed with the Village Manager or the DPW Director.

SECTION E

In order to promote safety in the workplace, the Village will establish a Safety Committee which will meet with the Village Manager on a regular basis to discuss issues of mutual concern. The Union may appoint one (1) member to this Committee.

ARTICLE XVI

NON-DISCRIMINATION

SECTION A

The provisions of this agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination in employment because of race, color, religion, sex, national origin, age, height, weight, marital status, disability/handicap, sexual orientation, political affiliation or any other reason prohibited by local, State or federal law or unrelated to one's ability to perform a given job. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION B

The Employer agrees not to interfere with the right of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Village or its representatives against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union. Likewise, the Union agrees not to interfere with the right of employees to refrain from becoming members of the Union; and except as permitted by law, there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee who exercises his right not to become a member of the Union and/or to refrain from Union activities.

SECTION C

The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE XVII
SICK LEAVE

SECTION A

Sick leave with pay will be earned by regular full-time employees at the rate of eight (8) days per year for the first five (5) years, and twelve (12) days per year after five (5) years of service. Regular part-time employees will earn half the amount of sick leave as full-time employees. Effective July 1, 1998, sick leave will be credited to the employee's sick bank at the rate of one day per month up to the maximum. In order to earn sick leave, the employee must have worked one-half (½) or more of the scheduled work days in the month. Employees on leave of absence, including any type of health leave, will not earn sick leave; however, employees shall earn sick time when on vacation leave or when using personal business days. Sick time shall not be earned during any other leave time.

Sick leave shall not be taken by an employee at his discretion, but shall be allowed only in case of actual need due to the personal illness or disability of the employee or a member of his immediate family. (Spouse, Child or Parent) Sick leave may be taken in half day or full day increments, however the DPW Director or the Village Manager may permit hourly use of sick leave.

In the event a Doctor's appointment for the employee cannot be scheduled during non-working hours, an employee shall schedule it during working hours with advance notice to the employer. There will be no loss of benefit time (other than from accumulated sick bank). Upon the employee's return to work, written notice from the physician as to employee's fitness for duty must be submitted to the DPW Director if requested. Every effort shall be made to schedule Doctor's appointments during non-working hours.

SECTION B

Sick leave will not be allowed when the employee's absence is due to use of narcotics and/or intoxicants, but may be used when the employee is enrolled in a substance abuse rehabilitation program. Abuse of sick leave privileges will be cause for discipline. In cases of suspected abuse of sick leave privileges, a certificate of illness or disability from a Village-approved physician may be required before sick leave is paid; provided the employee is notified of such requirement before returning to work so that he has sufficient time to obtain a physician's certificate.

A certificate from a physician shall be mandatory if the illness or disability extends beyond three (3) working days, unless waived by the Village.

SECTION C

If a physician's certificate is required under Section B above, it must contain at least the following information:

1. A statement as to whether or not the employee's illness or disability prevented the employee from working on the day(s) in question.
2. The date the employee may return to work.

In cases of short-term absences, said certificate shall be turned into the DPW Director upon the employee's return to work. Physician's certificates shall be provided to the DPW Director, or his designee, and shall be considered confidential information.

SECTION D

Unused sick leave may be accumulated up to a maximum of 240 hours (30 days). After five (5) years of service, an employee who has accumulated more than the maximum of 240 hours shall be paid by a separate check at the end of each subsequent contract year, one-half ($\frac{1}{2}$) of the unused sick leave above the 240 hour accumulation limit and the remaining one-half ($\frac{1}{2}$) shall not be added to the accumulated bank nor be compensated for in any way. After fifteen (15) years of service, the employee shall be paid for all unused sick leave above the 240 hour accumulation limit. Such payment will be made on the first pay period following August 1st, based on the employee's rate of pay at the end of the previous contract year.

SECTION E

Fifty percent (50%) of accumulated sick leave will be paid to the employee (or his estate) after five (5) years of service for death or retirement. One hundred percent (100%) of accumulated sick leave will be paid to the employee (or his estate) after fifteen (15) years of service upon any termination.

SECTION F

An employee may use a maximum of two (2) days per year of his accumulated sick leave for personal reasons, upon request to the Village Manager or DPW Director.

ARTICLE XVIII
LEAVES OF ABSENCE

SECTION A

The Village may grant a personal leave of absence other than covered herein without pay to seniority employees for periods up to thirty (30) days. A written request for such leave must be submitted to the DPW Director and approved by the Village Manager, in writing, prior to the start of the leave.

SECTION B

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws and regulations.

SECTION C

A seniority employee who is unable to perform his assigned duties because of personal illness or disability, shall, at the written recommendation of a physician, be granted a health leave of absence, without pay for the duration of said illness or disability, for up to one (1) year. A written request for such leave must be submitted to the Village Manager prior to the start of the leave, except in cases where an employee is placed on an unrequested leave of absence by the Village. The Village reserves the right to require employees on active, or leave, status to submit to physical and mental tests and examinations to determine whether a leave of absence is warranted. In cases where a dispute exists between the employee's physician and the Village's physician regarding the employee's fitness for duty, the parties will select a third physician to resolve the dispute. The cost of any examination by the third physician shall be shared equally by the Village and the employee (either by direct payment or a payroll deduction plan).

At least fourteen (14) days prior to the expiration of the leave, the employee shall notify the Village in writing of his intent to return to work accompanied by a written statement from his physician certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Seniority shall accumulate during such leave.

SECTION D

A seniority employee who becomes pregnant will be granted a health leave of absence at any time during her pregnancy upon the written recommendation of her physician if the employee is unable to satisfactorily perform her assigned duties. A written request for such leave must be submitted as soon as possible, but the employee may work during pregnancy with the approval of her physician if she is able to satisfactorily perform her assigned duties. The employee shall be obligated to notify the Village Manager as soon as possible if she is advised by her physician that she cannot continue to perform her assigned duties without danger to herself or her expected child.

Within a reasonable time after delivery, the employee shall give the Village Manager a written notice of her intent to return to work, accompanied by a written statement from her physician certifying the physical fitness of the employee to fulfill her duties. In all cases, the Village shall have the right to have a Village physician examine an employee, at the Village's sole discretion and expense, prior to permitting the employee to return from any health related leave of absence consistent with the law. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her and she can perform the available work. The application of this Section, and the other provisions of this Article, shall not be inconsistent with any federal or State law.

SECTION E

In the event of death in his immediate family, a regular employee shall be granted a leave of absence with pay for a period of up to three (3) days, one of which shall be the day of the funeral, for attending the funeral and making other necessary arrangements. If the funeral takes place outside the State of Michigan and the employee does attend, the employee will be provided with up to five (5) days of bereavement leave with pay. If requested by the Village, the employee must present proof of death to be eligible for pay.

For purposes of this Section, immediate family shall mean mother, father, sister, brother, spouse, child, grandparent, grandchild, and spouse's parent or grandparent. Up to one (1) day off to attend the funeral of the employee's aunt, uncle, or spouse's sister or brother shall be granted, and charged to the employee's sick leave, personal days or vacation time. Additional time off may be granted with the approval of management.

SECTION F

An employee may be granted a serious illness leave of absence for immediate family hospitalization or operations, when the employee is responsible to be at the bedside of the patient. Accumulated sick leave may be used for such leaves with the approval of management. If requested by the Village, the employee must provide medical documentation of the need for the leave.

SECTION G

The Village will grant a leave of absence to any employee elected or appointed to a Union office, with no pay, for a period of up to one year, if so requested by the Union.

SECTION H

If an employee is required to serve on a jury, he will be excused from his regular duties on the day he is required to, and does appear, in court. The Village will pay such employee for time actually lost from his work hours, less his jury fee received for such days. He is expected to work on scheduled hours when his attendance in court is not necessary.

SECTION I

All leaves shall be in writing signed by the Village Manager and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION J

An employee taking leave without pay shall have all fringe benefits frozen as of the start of the leave; provided however, that for an employee on a health leave of absence under Section C above or a worker's disability compensation leave under Article XIX, the Village shall continue paying its portion of the premiums for the employee's group health, dental, optical and life insurance coverage for the following periods:

Workers' disability compensation leave – one (1) year for employees with five (5) or more years of seniority, and six (6) months for employees with less than five (5) years of seniority.

Health leave of absence – one (1) month for each year of the employee's seniority up to a maximum of one (1) year, with a minimum of two (2) months.

In all other situations where an employee is on a leave of absence without pay, the employee may have his group health, dental, optical and life insurance coverage continued by paying the cost of the premiums for such coverage to the Village in advance.

SECTION K

The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the Village.

ARTICLE XIX
WORKERS' COMPENSATION

SECTION A

Employees who suffer an injury or illness arising out of and in the course of employment may receive workers' compensation benefits as provided for in the Michigan Workers' Disability Compensation Act. Pursuant to this Act, weekly benefits will not be paid for an injury which does not incapacitate the employee from earning full wages for a period of at least one week. If incapacity extends beyond one week, compensation begins on the eighth day after the injury. If incapacity extends for two weeks or longer after the injury, compensation is computed from the date of injury. Employees must treat with a physician authorized by the Village during the first ten (10) days following an injury. Injured employees shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the Village Manager.

SECTION B

Employees who suffer an illness or injury compensable under the Michigan Workers' Disability Compensation Act will be permitted to apply to receive full pay under the following conditions only. Employees desiring full pay may liquidate accumulated sick, personal and vacation time. The Village's total obligation is limited to accumulated time. When all accumulated leave time is exhausted, employees will retain their workers' compensation checks and be carried on as leave without pay.

ARTICLE XX
HOURS OF WORK AND OVERTIME

SECTION A

The normal work day for full-time employees shall consist of eight (8) hours, plus a lunch period which shall not be considered working time. The normal work week for full-time employees shall consist of five (5) days. Employees will receive thirty (30) minutes of unpaid time for lunch, and two paid breaks of fifteen (15) minutes per work day.

The foregoing provisions shall in no way be considered as a guarantee by the Village of the amount of work in any day or week.

SECTION B

All employees will be scheduled to work on a regular work shift, and each work shift will have a regular starting time. The normal shift will be 7:00 a.m. to 3:30 p.m. However, the Village reserves the right to schedule the days and hours of work and to change reporting hours to meet the needs of the Village. The Village will also have the right to stagger shifts if deemed necessary. Except in emergencies, the Village will provide twenty-four (24) hour notice of any changes in the work schedule to the affected employees.

SECTION C

Work schedules showing the employees' regular shifts, work days and hours shall be posted in the Department at all times.

SECTION D

Overtime will be paid at one and one-half (1½) times the employee's hourly rate of pay for all hours worked in excess of eight (8) hours in a work day, unless the employee is normally scheduled to work additional hours to make a total of forty (40) hours per week, or forty (40) hours during the work week. The work week will commence on Saturday of each week at 12:00 a.m.

SECTION E

When an employee is called into work for emergency purposes, he shall be paid at the rate of one and one-half (1½) times his hourly rate of pay for a minimum of two hours; provided it is understood that the employee may be required to work the entire two hour period. Emergency purposes are defined as any period of time when an employee is called in for extra work, where at least twenty-four (24) hours notice has not been given. All hours worked by the employee, including the two (2) hour minimum, will be considered hours of

work for purposes of computing overtime under Section D of this Article.

Employees will be paid at two (2) times their straight time hourly rate for all hours worked on Sundays. From Saturday 12:00 a.m. to Sunday 12:00 a.m.

SECTION F

There shall be no duplicating or pyramiding of overtime, premium pay (for work on Sundays or holidays) and/or call-in pay.

SECTION G

The pay period shall be on a bi-weekly basis with Friday being the normal pay day. The day before shall be the normal pay day for holidays.

SECTION H

In the event of overpayment of wages and fringe benefits, it is agreed that pursuant to 1978 PA 390 (Payment of Wages Act) the Village may make payroll deductions to recover the amount of the overpayment without prior written authorization from the affected employee, provided the Village notifies the employee in advance. On request, the Village will meet with the employee and a Steward or other Union representative to discuss alternative repayment plans.

SECTION I

In lieu of overtime pay, full-time DPW employees may earn and bank compensatory time off upon the approval of the DPW Director or the Village Manager. An employee may not accrue more than 24 hours of compensatory time (i.e. 16 actual overtime hours worked computed at time and one-half) per fiscal year. Any accrued compensatory time which has not been used by June 1st of a given year will be paid off the following pay period at the employee's regular rate at that time.

SECTION J

Any employee who works four (4) hours or more of overtime continuous to a regular hour shift or who works on a Saturday, Sunday or Holiday in which the overtime was not scheduled twenty-four (24) hours in advance, if said working hours include any time between 5:00 and 7:00 p.m., shall be paid a \$5.00 meal allowance.

To be repaid to the employee after submitting the meal receipt to the DPW Director.

ARTICLE XXI
INSURANCE

SECTION A

For the duration of this Agreement, and subject to the provisions below, the Village agrees to pay the premiums to provide the following group health care coverage, per perspective of the health care provider, as the Village makes no representations to the extent of health care coverage, including vision, dental and prescription drug coverage, for all full-time employees with three (3) months or more of service, who are not otherwise covered by another substantially equivalent plan paid for by the Village or another employer, and who enroll in the plan as provided in Section E below: Blue Cross Blue Shield group P.P.O. coverage, Plan S with Master Medical Option V (\$150/\$300 deductible, 80/20 co-pay), ML rider, and \$10 Blue Preferred Rx prescription drug program; Blue Cross Blue Shield 50/50/50 dental plan, with \$800 per person annual dollar limit; and Blue Cross Blue Shield vision plan A-8.

Except as otherwise provided herein, employees shall be responsible for the payment of all insurance deductibles, co-pays, and premium amount over the monthly premium rate in effect on 6/30/97. However, said premium payment shall be limited to \$100 over the three years of the contract and shall not exceed thirty three dollars (\$33.00) per year per employee. Premium payments shall be made via payroll deduction. The Village shall not be required to reimburse employees for insurance deductibles or co-pays, or any other health care costs and expenses.

In order to avoid duplicate health care coverage, employees will be required to sign a disclaimer on the form provided and upon doing so employee will receive up to 80% of a single person premiums yearly. If the employee is no longer eligible for outside coverage due to unforeseen circumstances, he may apply for Village coverage pursuant to Village coverage, which only becomes effective upon the Insurance Carrier's acceptance of the same, provided the employee presents acceptable proof that outside coverage is no longer available, if the Village Manager so requests.

It is understood that no representations or warranties concerning the scope and extent of health care coverage, including vision, dental and prescription drug coverage, are made by the Village.

SECTION B

For the duration of this Agreement, the Village agrees to pay the premiums to provide \$50,000 of group term life insurance, with double indemnity for accidental death and dismemberment, for all full-time employees with six (6) or more months of service.

SECTION C

For the duration of this Agreement, the Village agrees to pay the premiums to provide short-term and long-term disability benefits for all full-time employees with six (6) months or more of service. It is understood that no representations or warranties concerning the scope and extent of disability coverage are made by the Village.

SECTION D

For an eligible employee to receive health care coverage, the employee must enroll in the plan within the first thirty (30) days of his employment as a full-time employee, or the employee may become insured during the annual open-enrollment period. If permitted by the carrier/provider, an eligible employee shall have the option of paying health care premiums to obtain coverage for the period before the Village is obligated to begin paying the premiums.

If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

SECTION E

Effective July 1, 1995, and for the duration of this Agreement, any eligible full-time employee who does not elect the Village's group health care coverage will receive a lump sum payment equal to eighty percent (80%) of the premiums for single person coverage, to be paid the first pay period following the close of the contract year. To be eligible for such payment, the employee must be employed as said pay period. Pro-rated payments will be made to those employees who do not work (or were not eligible for Village-paid health care coverage) for the entire contract year, or who discontinue their health care coverage during the contract year.

SECTION F

The insurance coverages listed above shall be discontinued on the date the employee's services are terminated or at the end of the month if he is laid off or going on any leave of absence, unless the employee makes arrangements to have such coverage continued as provided for elsewhere in this Agreement.

SECTION G

Eligibility, coverage and benefits under the above insurance/ employee benefit plans are subject to the availability of such plans and coverage and the terms and conditions, including any waiting period or other time limits, contained in the contracts between the Village and the carrier/provider. Any rebates or refunds on premiums paid by the Village shall accrue to the Village. The Village reserves the right to select the carrier/ provider, to change carriers/providers, and to become self-insured, provided substantially equivalent coverage is maintained. It is further agreed that the only liability assumed by the Village under this Article is to pay the premiums as provided herein. No matter contained in this Article, except failure to pay premiums, shall be submitted to the Grievance Procedure or arbitration.

SECTION H

In the event mandatory national health insurance legislation is enacted during the term of this Agreement, the parties agree to reopen negotiations with respect to the issue of health care coverage for current employees, upon the request of either party.

ARTICLE XXII
HOLIDAYS AND PERSONAL DAYS

SECTION A

Effective upon ratification of this Agreement, and for its duration, regular full-time employees shall be paid eight (8) hours pay at their regular straight time base rate, for the following designated Village holidays:

New Years Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day After Thanksgiving
Christmas Eve
Christmas Day
New Years Eve

10 Days

provided they meet the following eligibility rules:

The employee works all scheduled hours the normally scheduled work day before and after the holiday, unless the employee was on an approved vacation or funeral leave or went on sick leave (verified by a doctor's excuse) the week of the holiday or the work day after the holiday, or unless otherwise excused by the Village Manager.

SECTION B

Subject to the same eligibility rules, regular part-time employees shall be paid four (4) hours pay at their regular straight time base rate, for the following six (6) holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

SECTION C

The above enumerated holidays shall be observed on the calendar date on which they fall. If the above enumerated holidays fall on a Saturday or Sunday, they will be observed the day before or the day after the calendar date on which they fall. An employee who is scheduled to work on a holiday and does not work said day shall receive no holiday pay for such day.

Employees who work on any of the above enumerated regular holidays will receive in addition to holiday pay, two (2) times their straight time hourly rate for all hours worked on said holiday.

SECTION D

If a holiday falls within an employee's vacation period, such holiday shall not be deducted from the employee's vacation bank and the employee will be paid the full holiday pay.

SECTION E

Effective July 1, 1997, in addition to the holidays listed above, all regular full-time employees shall be allowed four (4) personal days per year. Personal days may be used in half day or full day increments, with prior notification to and approval by the Village Manager or the DPW Director, provided such approval will not be unreasonably withheld. In the event of an emergency, the DPW Director or the Village Manager may permit hourly use of personal days. Permission must be granted prior to use.

SECTION F

Unused personal days may be accumulated up to a maximum of four (4) days. An employee who has accumulated more than the maximum of four (4) days shall be paid by separate check at the end of each subsequent contract year, one-half ($\frac{1}{2}$) of the unused personal days above the four (4) day accumulation limit and the remaining one-half ($\frac{1}{2}$) shall not be added to the accumulated bank or compensated for in any way. Such payment will be made on the first pay period following August 1st, based on the employee's rate of pay at the end of the previous contract year.

Employees leaving the employment of the village are entitled to receive reimbursement for any earned but unused personal days, except in the following situation.

1. If the employee is discharged and not reinstated.

ARTICLE XXIII
VACATIONS

SECTION A

For the duration of this Agreement, each regular full-time employee will earn vacation leave with pay in accordance with the following provisions.

SECTION B

. An employee shall accrue his vacation on July 1 of each year based on the time worked in the previous contract year. In order to earn vacation leave for a given month, the employee must work a major fraction of the month; and it is understood that employees on layoff or leave of absence do not accrue vacation leave. No employee shall be eligible for vacation leave with pay before it accrues.

SECTION C

All vacations shall be scheduled with consideration for the desires of the employees concerned, the efficient operations of the Department, Departmental seniority, the availability of relief personnel, and present Village procedures for scheduling vacations.

All vacations shall be approved following a request by an employee to take his vacation at a specific time consistent with the efficient operations of the Department. Vacation requests must be made in writing and given to the DPW Director or the Village Manager in the absence of the Director.

SECTION D

An eligible employee will accrue vacation leave with pay according to his length of service as a full-time Village employee on July 1 of each year in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Leave</u>
1 year	1 week
2 years	2 weeks
5 years	3 weeks
15 years	4 weeks
25 years	5 weeks

Vacation leave with pay may not be taken until earned.

SECTION E

Notwithstanding the foregoing, employees will be credited with an additional week of vacation leave on their 15th and 25th anniversary dates per the Village's past practice. This additional week of vacation leave may be carried over to the following contract year.

SECTION F

Vacation leave with pay shall be paid at the employee's regular base salary in effect at the time the leave is taken.

SECTION G

A vacation may not be waived by an employee and extra pay received for work during that period. Any vacation leave that has not been used by the end of the contract year will be forfeited. However, employees who cannot complete their allocated vacation time prior to June 30th, due to management scheduling problems, shall be allowed to carry five (5) days over into the following contract year, provided they earn fifteen (15) or more days per year.

SECTION H

Employees leaving the employment of the Village are entitled to receive reimbursement for any earned but unused vacation, except in the following situation:

1. If the employee is discharged and not reinstated.

ARTICLE XXIV
RETIREMENT

SECTION A

For the duration of this Agreement, the Village will provide retirement benefits in accordance with the Michigan Municipal Employees Retirement System (MERS) Plan B-4, with F55(30) rider, for all full-time employees.

No matter involving pensions shall be subject to the Grievance Procedure or arbitration, except those actions specifically undertaken by the Village relating to pensions. All other matters concerning misunderstandings of the retirement plan shall be a proper subject for a special conference.

ARTICLE XXV
WAGES

SECTION A

Effective July 1, 1997, full-time DPW employees shall be paid the hourly rate as follows:

Years of Service on July 1, 1997

	0 to 1 year	1-Yr. To 2-Yrs	2-Yrs and Up
Laborer I	\$9.00	\$9.27	\$9.60
Laborer II		\$10.30	\$10.60
Foreman			\$16.48

Foreman to be paid one time bonus \$200.00

Years of Service on July 1, 1998

	0 to 1 year	1-Yr. To 2-Yrs	2-Yrs and Up
Laborer I	\$12.00	\$12.50	\$12.50
Laborer II		\$13.50	\$13.50
Foreman			\$17.14

Years of Service on July 1, 1999

	0 to 1 year	1-Yr. To 2-Yrs	2-Yrs and Up
Laborer I	\$12.25	\$12.50	\$13.00
Laborer II		\$13.50	\$14.00
Foreman			\$18.82

SECTION B

The Village reserves the right to hire new employees at any level based upon their skill, abilities and prior experience.

SECTION C

Regular part-time employees shall be paid at the appropriate base rate for the Parks & Recreation Laborer or DPW Laborer I classification, and shall not be eligible for step increases.

SECTION D

The most senior employee having a current S-3 water license shall receive \$200 per year with the first pay in December. No more than one employee per year is eligible for this benefit.

ARTICLE XXVI
UNIFORMS

SECTION A

Bargaining unit employees must wear a Village-approved uniform and maintain a neat and clean appearance. Full-time employees will have an annual uniform allowance of \$600, payable upon presentation of receipts to the Village Manager. Employees hired after July 1 of each year will be prorated by the months remaining in the year.

The Village will provide the following uniform items in the Fall of 1998, and in the fall every other year. Spring jacket, Winter jacket and liner, insulated boots. The Village will also continue to provide foul weather equipment, including coats, pants, insulated hip boots, shop coat, and coveralls. The necessity for additional or replacement uniform items shall be in the sole discretion of the Village Manager.

ARTICLE XXVII
SCOPE OF AGREEMENT

SECTION A

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, 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 in this Agreement, and 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.

SECTION B

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the Village and the Union, or the employees, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVIII
SEPARABILITY AND SAVINGS CLAUSE

SECTION A

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article and Sections to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

ARTICLE XXIX
GENERAL

SECTION A

The Village may require that employees submit to physical and mental tests and examinations, including tests and examinations concerning the use of drugs and/or alcohol, by a Village appointed physician or medical facility when such tests and examinations are considered necessary in maintaining a capable work force, employee health and safety, or public safety, or are otherwise job-related and consistent with business necessity; provided, however, that the Village agrees to pay the cost of such tests and examinations.

SECTION B

In recognition of the difficulties imposed upon the Village through failure of employees to comply with working schedules, employees shall give prior notice to their designated supervisor whenever they expect to report late or to absent themselves from work. Employees who are to be absent must notify the DPW Director or the Village Manager before their work day begins or present an excuse acceptable to the Village. Employees who fail to do so will be considered to be absent without pay and will also be subject to disciplinary action.

SECTION C

It is understood that the Village retains the right to contract and subcontract out work. However, the Village agrees that no full-time or regular part-time bargaining unit employee who has completed his probationary period will be laid off during the term of this Agreement due to the purchase of services.

SECTION D

The number of regular part-time employees employed by the Village for the Department of Public Works shall at no time during the duration of this agreement exceed the number of full-time employees of the Department of Public Works.

SECTION E

Employees shall continue to be furnished with lockers and the Village shall continue to provide the necessary devices and equipment to insure reasonable comfort and safety for its employees, and also keep all mechanical moving equipment being used by the Department in safe operating condition.

SECTION F

The Village shall provide pagers to all full time employees. Said pagers shall be the property of the Village and shall only be used for Village business.

SECTION G

The following addendums are attached and hereby made part of this agreement:

1. Sexual Harassment Policy.
2. No-Smoking Policy.
3. CDL and Physical Examinations and Qualifications Policy.
4. Drug Free Workplace Policy.
5. Work Rules Policy.

ARTICLE XXX
DURATION OF AGREEMENT

SECTION A

The provisions of Article XXV, Section A of this Agreement (initial wage rates) shall be effective as of July 1, 1997. Except as specifically provided above, all other provisions of this Agreement shall be effective upon ratification of the Agreement by both parties, or as soon thereafter as is practical. The provisions of this Agreement shall 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 July 1, 2000, serve written notice on the other party of 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.

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

EMPLOYEES,

VILLAGE OF OXFORD, MICHIGAN

MICHIGAN COUNCIL NO. 25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL

AFL-CIO, and its LOCAL UNION
NO. 2720, CHAPTER OF OXFORD

By: Susan K. Bossardet
Susan Bossardet
Council President

John R. Walker
John R. Walker
Interim Manager/Director

Donald E. Brantley
Donald Brantley
Union Stewart

Leslie Carter
Leslie Carter
Staff Representative

VILLAGE OF OXFORD

POLICY CONCERNING SEXUAL HARASSMENT

It is the policy of the Village of Oxford that there be no discrimination against any employee or applicant on the basis of sex. In keeping with this policy, the Village will not condone or tolerate sexual harassment by or against any of its employees, customers or visitors.

Unwelcome sexual advances, requests for sexual favors, or any other verbal or physical conduct or communication of a sexual nature constitute sexual harassment when:

1. Submission to the conduct or communication is made a term or condition, either explicitly or implicitly, to obtain employment;
2. Submission to or rejection of the conduct or communication is used as a factor in decisions affecting the harassed individual's employment; or
3. The conduct or communication has the purpose or effect of substantially interfering with the harassed individual's employment or creating an intimidating, hostile or offensive employment environment.

In reviewing this definition, you should understand that sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. Rather, it refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with work effectiveness. If an individual feels that any conduct or communication is inappropriate, the best policy is to immediately inform the person involved and request that he/she cease such behavior immediately.

Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of harassment include:

- * Verbal Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- * Non-Verbal Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures.
- * Physical Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse, assault.

Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the workplace. However, whatever form it takes, sexual harassment is insulting and demeaning to the recipient and cannot be tolerated in the

workplace. Any employee or applicant who believes that he/she has suffered sexual harassment shall report the incident(s) immediately to the Village Manager, whether or not the alleged harassment is by an employee, customer or visitor of the Authority. If the complaint is to be brought against the Village Manager, the incident(s) shall be reported to the President of the Oxford Village Council, or his/her designee. The Village guarantees that an employee or applicant reporting incident(s) of harassment will not suffer any form of reprisal.

In determining whether the alleged conduct constitutes sexual harassment, the totality of the circumstances, the nature of the harassment and the context in which the alleged incident(s) occurred will be investigated. The Village Manager (or the Village Council President, or designee, in the proper circumstances) has the responsibility of investigating and resolving complaints of sexual harassment.

All complaints will be handled in a timely and, to the extent possible, confidential manner. Investigations will normally include conferring with the parties involved and any named or apparent witnesses. Upon completion of the investigation, the results and any action taken thereon will be reported to the complaining employee or applicant. If the investigation reveals that the complaint is valid, prompt and appropriate remedial action will be taken to stop the harassment and to prevent its recurrence.

The Village of Oxford considers sexual harassment in the workplace to be a major offense which will result in disciplinary action against the offender, up to and including suspension or discharge, regardless of the offender's position with the Village.0

VILLAGE OF OXFORD
NO SMOKING POLICY

In the interest of providing a safe and healthy environment for employees, customers and visitors, and in accordance with the Michigan Clean Indoor Air Act, the following policy has been adopted: Smoking is prohibited at all Village of Oxford facilities, except in designated smoking areas identified by "smoking permitted" signs. To implement this policy, prominent signs displaying the following statement are posted at all building entrances:

Smoking is prohibited except in designated smoking areas, pursuant to the Michigan Clean Indoor Air Act.

The Village has designated the following areas as smoking areas: (1) outdoor areas; and (2) private, enclosed rooms or offices which are occupied exclusively by a smoker.

Non-smokers will be located closest to the source of fresh air, and seating will be arranged to provide, as nearly as practicable, a smoke-free environment. In addition, special consideration will be given to employees who have identified themselves as having a hypersensitivity to tobacco smoke. For example, a hypersensitive individual's work station might be relocated to an area where there is no exposure to tobacco smoke.

Enforcement of policy.

- (1) **Complaints.** Persons observing a violation of this policy should bring it to the attention of their supervisor or the Village Manager. The right of the non-smoker to protect her/his health and comfort will prevail over an employee's desire to smoke.
- (2) **Investigations.** Supervisors or the Village Manager will investigate and take action to resolve the issue as soon as possible.
- (3) **Violations.** Employees found to have violated this policy will be subject to disciplinary action, pursuant to the Village's Work Rules.

COMMERCIAL DRIVERS LICENSES AND
PHYSICAL EXAMINATIONS AND QUALIFICATIONS

The Village and the Union hereby agree as follows:

1. Effective immediately, all employees of the Village of Oxford in the following classifications currently represented by AFSCME, Council 25 and Local Union No. 2720, will be required, as a condition of employment, to obtain and maintain commercial drivers licenses issued by the State of Michigan, together with any endorsements required by the Village:

Parks & Recreation Laborer
DPW Laborer I
DPW Laborer II
Mechanic
DPW Foreman
DPW Assistant Superintendent

2. The Village of Oxford will reimburse employees currently employed in the classifications listed above for the cost of obtaining and maintaining commercial drivers licenses and any endorsements required by the Village; however, the Village will have no obligation to reimburse current employees for the cost of obtaining and maintaining any endorsement not required by the Village.
3. If any employee is on an approved leave of absence and the commercial driver's license expires, a CDL test will be taken within 48 hours of return to work. In the event the employee is not able to pass the CDL exam after a thirty day period following the first test, the employee will be subject to dismissal and a special conference will be held per Article X.
4. In the future, all employees hired for the above classifications (including current employees promoted to said classifications) will be required to have commercial drivers licenses with the required endorsements as a condition of employment, or to obtain the same within a reasonable period of their dates of hire or promotion, as determined in the sole discretion of the Village Manager.
5. All employees of the Village of Oxford in the classifications listed above, and applicants for such positions, will be subject to the requirements relating to physical examinations and qualifications established by the State of Michigan under the Motor Carrier Safety Act and the regulations promulgated

thereunder, as presently drafted or as amended in the future, and any other applicable State or federal rules relating to physical examinations and qualifications.

6. All required physical examinations will be performed by a Village-designated physician, with the Village paying the full cost of such examinations.

VILLAGE OF OXFORD
DRUG-FREE WORKPLACE POLICE

Purpose of Policy

The Village of Oxford has a vital interest in providing for the safety and well being of all employees and the public, and maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the Village is committed to the maintenance of a drug and alcohol free workplace. In addition, the Village and certain employees who drive commercial motor vehicles are subject to the Omnibus Transportation Employee Testing Act of 1991, and implementing regulations issued by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation, 49 CFR Part 382, which require covered employers to promulgate a policy on the misuse of alcohol and use of controlled substances. A list of the employee classifications currently covered by 49 CFR Part 382 is attached.

In furtherance of its commitment to maintain a drug and alcohol free workplace and the requirements of the above law and regulations, the Village has adopted the following Drug-Free Workplace Policy.

Policy Statement

- (1) All employees must be free from the effects of drugs and alcohol during scheduled working hours as a condition of employment. Drinking alcoholic beverages or using drugs while on duty or on Village property, in Village vehicles, during breaks or at lunch, or working or reporting for work when impaired by or under the influence of alcohol, or when drugs and/or drug metabolites are present in the employee's system, is strictly prohibited and grounds for disciplinary action up to and including discharge.

In addition, employees are subject to disciplinary action up to and including discharge for the unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty, on Village property, in Village vehicles, during breaks or at lunch.

- (2) Subject to the provisions of Section C below, the Village reserves the right to require employees to submit to urine drug testing and Breathalyzer alcohol testing to determine usage of drugs and/or alcohol as provided below. Employees must submit to all required tests. Any employee who refuses to submit to any required test (including refusal to execute any required consent forms, refusal to cooperate regarding the collection samples, or submission or attempted submission of an adulterated or substituted urine sample) will be subject to discharge.

Any employees who test positive for drugs and/or has an alcohol concentration at or above the prescribed limits will be subject to disciplinary action as outlined below. Such employees will be also be subject to the established procedures regarding evaluation and treatment, and return to duty and follow-up testing.

- (3) The Village also reserves the right to require return to duty and follow-up testing as a result of a condition of reinstatement or continued employment in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program.

A. Prohibited Substances/Legal Drugs/Unauthorized Items/Searches

Prohibited Substances. Alcoholic beverages and drugs are considered to be prohibited substances in the workplace. For purposes of this policy, the term "drugs" includes controlled substances (as identified in Schedules I through V of Section 202 of the Controlled Substance Act, 21 USC Section 812, and the regulations promulgated thereunder), including the five (5) drugs listed below, synthetic narcotics, designer drugs, and prescription drugs, excepting only: prescription drugs approved by and used in accordance with the directions of the employee's physician.

The following drugs are presently considered to be prohibited drugs for purposes of 49 CFR Part 382; marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP)

Legal Drugs. The appropriate use of prescription drugs and over-the-counter medications is not prohibited. However, the following guidelines must be observed. All prescription drugs must be in the original container and in the employee's name. Any employee using a prescription drug should consult with his/her physician regarding the effect of the drug, and provided written approval for the use of any drug during working hours which could affect the employee's ability to safely operate a motor vehicle or perform his/her normal job duties. Employees should read all labels carefully. On duty employees may not use any over-the-counter medications where the manufacturer advises against their use while operating motorized vehicles and/or machinery, or where their use during working hours has not been approved by the employer's physician. Employees covered by 49 CFR Part 382 may be required to inform the Village of any therapeutic drug use.

Unauthorized Items. Employees may not have any unauthorized items in their possession or in any area used by them or under their control. Unauthorized items include alcoholic beverage containers and drug paraphernalia.

Searches. When the Village management has reasonable suspicion that the use, unlawful manufacture, distribution, dispensation, possession, concealment or sale of drugs or alcohol is taking place while an employee is on duty, on Village premises, in Village vehicles, during breaks or at lunch, the Village reserves the right to perform reasonable searches or inspections of the employee's work area, locker, desk, tool box and/or personal effects to determine whether the employee is engaged in prohibited conduct.

In such a case, the search will be conducted in the presence of a Union steward, if readily available, and the employee will be required to cooperate. Any employee who refuses to cooperate will not be forcibly searched, but will be advised that submission to such a search is a condition of employment and that failure to cooperate will result in termination of employment. If the employee again refuses, he/she will be terminated.

Prior to conducting a search of an employee or his/her personal effects, the Village will meet with the employee and a Union steward, if readily available and requested by the employee, to discuss the facts which form the basis for the reasonable suspicion and to give the employee an opportunity to provide an explanation.

B. Use of Alcohol and Drugs/Prohibited Conduct

In accordance with 49 CFR Part 382, covered employees are subject to the following prohibitions regarding the use of alcohol and drugs (controlled substances):

- (1) Employees shall not report for duty or remain on duty while having an alcohol concentration of 0.04 or greater.
- (2) Employees shall not use alcohol while on duty.
- (3) Employees shall not use alcohol within 4 hours of reporting for duty.
- (4) Employees required to undergo post-accident testing shall not use alcohol for 8 hours following the accident, or until they undergo a post-accident alcohol test.
- (5) Employees shall not report for duty or remain on duty when they use any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a commercial motor vehicle, or perform his/her normal job duties.

In addition, subject to disciplinary rules set forth below, covered employees who are

found to have an alcohol concentration of 0.02 or greater but less than 0.04 in any authorized alcohol test shall be removed from duty, and may not return to duty until the start of the employee's next regularly scheduled shift, but not less than 24 hours following administration of the test.

The foregoing rules shall apply covered employees during periods when they are on breaks, at lunch or not performing safety-sensitive functions. These rules shall also apply to employees who are not covered by 49 CFR Part 382.

C. When Drug and Alcohol Testing May be Required

Pursuant to 49 CFR Part 382, covered employees (and applicants) shall be required to submit to urine testing for use of prohibited drugs and/or Breathalyzer alcohol testing in the following circumstances:

- (1) Prior to employment or performing any safety-sensitive functions for the Village.

The employee (or applicant) must have a verified negative drug test. However, pre-employment alcohol testing shall not be required.

- (2) When the Village has reasonable suspicion that a covered employee has violated any of the above prohibitions regarding use of alcohol or drugs.

For purposes of this rule, reasonable suspicion shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The required observations must be made by a supervisor who is trained in detecting the signs and symptoms of misuse of alcohol and drug use. Supervisors must receive at least 60 minutes of training on alcohol misuse, and at least an additional 60 minutes of training on drug use.

- (3) When a covered employee is involved in an accident involving a commercial motor vehicle on a public road, and testing is required under applicable federal regulations.

Testing is required when a covered employee is involved in an accident which results in a fatality; or is involved in a non-fatal accident (a) which results in bodily injury requiring treatment away from the scene of the accident or (b) where one or more vehicles incurs disabling damage requiring towing from the scene, and the employee receive a citation under State or local law for a moving traffic violation arising from the accident.

Any employee who fails to remain readily available for post-accident testing may be deemed to have refused to submit to such testing.

- (4) As part of a random testing program for covered employees implemented under applicable federal regulation.

The Village shall meet the requirement of these regulations with respect to minimum annual percentage rates for random testing, the selection of employees for random testing, and the timing of random tests.

Currently, the minimum annual percentage rates are 50% of the total number of covered employees for drug testing and 25% of the total number of covered employees for alcohol testing.

- (5) As part of a return to duty testing program for covered employees implemented under applicable federal regulations.

Return to duty testing is required after an employee has engaged in any of the above prohibitions concerning use of alcohol or drugs. In order to return to duty, the employee must have a verified negative drug test and/or an alcohol test indicating an alcohol concentration of less than 0.02. The employee must also be evaluated and released by the Village's Substance Abuse professional (SAP), who will determine the type of return to duty testing to be conducted.

- (6) As part of a follow-up testing program for covered employees implemented under applicable federal regulations.

After returning to duty, an employee who has been identified as needing assistance in resolving problems associated with use of drugs and/or misuse of alcohol shall be subject to unannounced follow-up drug and/or alcohol testing. The number and frequency of such tests shall be as directed by the SAP, and shall consist of at least 6 tests in the first 12 months following the employee's return to duty.

Follow-up testing may include drug and/or alcohol testing based on the SAP's recommendations. However, the follow-up testing period shall not exceed 60 months following the employee's return to duty.

In addition to the testing described above, employees and applicants may be required to submit to urine drug testing and/or Breathalyzer

alcohol testing under the Village's independent authority in the following circumstances:

- (7) As part of a pre-employment physical examination, a fitness for duty physical examination, or any other periodic physical examination.
- (8) When the Village management has a reasonable suspicion, based upon an employee's attendance or performance record, or observations or verified information submitted to the Village, that the employee is currently using, impaired by or under the influence of prohibited substances, including drugs or alcohol.
- (9) Following a serious or potentially serious accident or incident in which safety precautions were violated, equipment or property was damaged, an employee or other person was injured, or careless acts were performed by the employee.
- (10) As part of return to duty or follow-up drug and/or alcohol test required under an agreement allowing an employee to return to duty following disciplinary action for a positive drug and/or alcohol test, or as the result of a condition of continued employment or reinstatement in conjunction with or following completion of an approved drug and/or alcohol treatment, counseling or rehabilitation program.

In order to return to duty, an employee who has a positive drug or alcohol test (i.e. a verified positive drug test or an alcohol test indicating an alcohol concentration of 0.04 or greater) must have a verified negative drug test and/or an alcohol test indicating any alcohol concentration of less than 0.02, and be evaluated and released by the SAP. In addition, the employee shall be subject to follow-up testing for a period no to exceed 60 months from the date of employee's return to duty, in accordance with the SAP's recommendations. (The Village also reserves the right to require return to duty and follow-up testing of an employee who has an alcohol test indicating an alcohol concentration of 0.02 or greater, but less than 0.04 based on the SAP's recommendations.)

- (11) When any prohibited substance, including an alcoholic beverage, or any unauthorized item is found in an employee's possession or in an area controlled or used by the employee.
- (12) When the laboratory values in any authorized drug test indicated the need for additional testing, as determined by the Medical Review Officer (MRO), or where any authorized drug test must be canceled due

to a collection, chain of custody or procedural problem.

D. Procedures Prior to Testing.

The request for a urine drug test or Breathalyzer alcohol test shall be made only on the express authority of the Village manager, or his/her designee.

In addition, prior to administering a test under subsection C(2) or C(8) above, the Village manager and/or other designated management representative(s) shall meet with the employee and disclose the facts which form the basis for testing, and the employee shall at the same time be given an opportunity to provide an explanation for his behavior, action and/or appearance. Upon request, the employee shall have the right to Union representation (and he/she will be notified of this right), provided that such representation is readily available and will not unnecessarily delay testing.

E. Drug and Alcohol Testing Procedures

The following procedures shall govern the administration of drug and/or alcohol tests:

- (1) Drug and alcohol testing of covered and noncovered employees (and applicants) shall be conducted in a manner designed to protect employees and the integrity of the testing process, safeguard the validity of test results, and ensure that those results are attributed to the correct employee.

Except as provided below, all drug and alcohol testing procedures shall be conducted in accordance with the procedures set forth in 49 CFR Part 40.

- (2) When drug testing is being administered pursuant to 49 CFR Part 382, two (2) separate urine samples shall be taken if the Village elects to test for any drugs and/or their metabolites other than the five (5) prohibited drugs listed above.
- (3) Urine samples for drug testing shall be collected in private at the collection site designated by the Village, using the split sample collection method. If medical personnel at the collection site have reason to believe that an adulterated or substituted sample has been provided (or that the employee may alter or substitute the sample), the employees will be required to submit a second sample (or the original sample) under the direct observation of a same gender collection site person.

- (4) An approved chain of custody procedure shall be followed in the administration of all drug tests. Urine samples shall be sealed and initialed by the employee and a witness. The drug testing custody and control form shall be completed in the manner specified in 49 CFR Part 40.
- (5) Urine samples shall be promptly sent to and tested by a laboratory that is certified to perform drug tests by the Department of Health and Human Services (DHHS), in accordance with the procedures set forth in 49 CFR Part 40.
- (6) Urine samples, including the primary specimen and the split specimen, shall be stored in accordance with the requirements of 49 CFR part 40. Any specimens which test positive for drugs shall be retained in long-term frozen storage by the laboratory conducting the analysis for a minimum of one year.
- (7) Breathalyzer alcohol tests shall be conducted in private at the collection site designated by the Village. All of the procedures regarding such tests set forth in 49 CFR Part 40, including procedures relating to completion of the breath alcohol testing form, shall be followed.
- (8) Initial drug screening shall be conducted using an accepted immunoassay method. All positive tests shall be confirmed using the Gas Chromatography/Mass Spectrometry (GC/MS) drug testing method.
- (9) Alcohol tests shall be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test shall be performed to confirm the results of the initial test.
- (10) Any employee (or applicant) required to submit to a drug and/or alcohol test must promptly execute a consent to the collection of samples, their analysis to determine the presence of designated controlled substances and/or their metabolites, or alcohol, and the release of test results to the Village Manager, or his/her designee.
- (11) Upon request, legible copies of the results of all drug and alcohol tests shall promptly be made available by the Village to the employee and, with the employee's consent, the Union.
- (12) All information collected in the process of conducting a drug and/or

alcohol test shall be treated as confidential information.

- (13) An employee required to submit to a drug and/or alcohol test shall cooperate fully in the collection process and complete all required forms and documents.

F. Positive Alcohol and Drug Tests

Alcohol Tests. A Breathalyzer alcohol test shall be considered to be positive if an employee has an alcohol concentration of 0.04 or greater.

In addition, an employee found to have an alcohol concentration of 0.02 or greater, but less than 0.04, in any authorized alcohol test shall be removed from duty and shall be subject to disciplinary action in accordance with applicable federal regulations and the provisions of this policy.

Drug Cutoff Limits. The cutoff limits established under 49 CFR Part 40 (set forth below) shall be used to determine whether drug test results are positive for the following drugs and/or their metabolites:

<u>Substance</u>	<u>Initial Test (EMIT) Cutoff Limits (ng/ml)</u>
Marijuana Metabolites	50
Cocaine Metabolites	300
Opiate Metabolites	300*
Phencyclidine (PCP)	25
Amphetamines	1000

*25 ng/ml if immunoassay specific for free morphine

<u>Substance</u>	<u>Confirmation Test (GC/MS) Cutoff Limits (ng/ml)</u>
Marijuana Metabolite*	15
Cocaine Metabolite**	150
Opiates:	
Morphine	300
Codeine	300
Phencyclidine (PCP)	25
Amphetamines:	
Amphetamine	500
Methamphetamine***	500

* Delta-9-tetrahydrocannabinol - 9 - carboxylic acid

**** Benzolecgonine**

***** Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml**

If drug testing conducted for any other drug classes, the cutoff limits recommended by the manufacturer or recognized by the testing laboratory shall be used to determine whether drug test results are positive.

In the event that cutoff limits established under 49 CFR part 40 are revised and/or the US Department of Health and Human Services or another agency of the federal government establishes cutoff limits for any additional drugs and/or their metabolites, the Village will recognize such new or revised cutoff limits.

Medical Review Officer - In accordance with the provision of 49 CFR Part 382 and Part 40, the Village shall have a designated Medical Review Officer (MRO). The MRO shall be a licensed physician with knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an individual's positive drug test result together with his/her individual medical history and any other relevant biochemical information. The medical review officer shall be responsible for receiving, reviewing and analyzing all drug test results, and reporting any verified positive drug test results to the Village Manager, or his/her designee. The MRO shall also be responsible for directing the analysis of the split specimen in appropriate cases.

Prescription Drugs. When a positive drug test may be the result of use of a prescribed drug, the employee will be required to submit proof of the prescription within three (3) working days of the request to do so, together with a written statement from his/her physician approving the use of the drug during working hours. If the prescription and/or physician's statement is not submitted within the specified time limit, the employee will be subject to disciplinary action under this Policy.

G. Substance Abuse Professional

In accordance with the provisions of 49 CFR Part 382 and Part 40, the Village shall have a designated Substance Abuse Professional (SAP). The SAP shall be a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor, with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorder. The duties of the SAP shall be as follows;

- (1) The SAP shall evaluate each employee who has engaged in prohibited

conduct regarding use of drugs or alcohol to determine what assistance, if any, the employee needs in resolving problems associated with use of drugs or misuse of alcohol; and whether the employee has properly followed any prescribed rehabilitation program.

- (2) The SAP may recommend that an employee undergo return-to duty and follow-up testing for both drugs and alcohol, if the SAP determines that such testing is necessary for that particular employee.
- (3) Subject to the other provisions of this policy, the SAP shall determine the frequency and duration of the follow-up testing to be administered following an employee's return to duty, and may terminate the requirement for follow-up testing at any time after the first 6 tests have been administered, if the SAP determines that such testing is no longer necessary.

In addition, each employee who has engaged in prohibited conduct regarding use of drugs or alcohol shall be advised by the Village of the resources available to the employee in evaluating and resolving problems associated with drug use and misuse of alcohol, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

H. Retesting

Pursuant to 49 CFR Part 40, any covered or non-covered employee who has a confirmed positive drug test, which is verified positive by the MRO, may request an analysis of the split specimen, in accordance with the following guidelines:

- (1) The employee must make the request to the MRO within 72 hours after the employee has been informed of a verified positive test result. Requests made after 72 hours may be accepted if the MRO concludes that there was a legitimate explanation for the employee's failure to contact the MRO within 72 hours.
- (2) The MRO shall direct, in writing the original laboratory to provide the split specimen to another DHHS-certified laboratory for analysis.
- (3) The original laboratory shall follow approved chain of custody procedures when transferring the split specimen to the second laboratory.
- (4) The second laboratory shall analyze the split specimen by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the

primary specimen. Such GC/MS confirmation shall be conducted without regard to the cutoff limits specified in 49 CFR Part 40.

- (5) If the analysis of the split specimen is negative, or if the split specimen is unavailable, inadequate for testing or untestable, the MRO shall cancel the test and report the cancellation to the Village and the employee.
- (6) The employee must pay the total cost of the additional analysis and all costs associated with the transfer of the sample to the other DHHS-certified laboratory, including shipping and handling costs, at the time the request for retesting is made. If the analysis of the split specimen is negative, or the MRO cancels the test for any other reason, the Village will reimburse the employee for these costs.
- (7) The results of the retest will be binding on the Village, the employee and the Union.

If the retest is negative, any discipline the employee has received as a result of the initial test will be voided and no further disciplinary action will be taken against the employee. If the retest is positive, or if no retest is requested, the test result cannot be challenged in any form.

I. Disciplinary Action

Employees will be subject to disciplinary action, up to and including discharge, for any of the following infractions:

- (1) Refusal to submit to an authorized drug or alcohol test.

Refusal to submit to testing means that the employee fails to provide an adequate urine or breath sample for testing without a valid medical explanation after he/she has received notice of the requirement to be tested, engages in conduct that clearly obstructs the testing process. Refusal to submit to testing includes, but is not limited to, refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, and/or submission or attempted submission of an adulterated or substituted urine sample.

- (2) Drinking alcoholic beverages or using drugs while on duty, on Village property, in Village vehicles, during breaks, or at lunch.
- (3) Unlawful manufacture, distribution, dispensation, possession,

concealment or sale of any prohibited substance, including an alcoholic beverage, while on duty, on Village property, in Village vehicles, during breaks or at lunch.

- (4) Refusal to cooperate in a search.

Although the foregoing infractions will ordinarily result in discharge regardless of the employee's position, the Village reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

In the following circumstances, employees shall receive a disciplinary suspension of not more than thirty (30) days for the first offense; however, if an employee violates another work rule in conjunction with a violation of this policy, the Village shall have the right to take stricter disciplinary action, up to and including discharge, based on the severity of the incident and/or the employee's past record:

- (5) Having an alcohol concentration of .04% or greater in any authorized alcohol test.
- (6) Testing positive for drugs and/or their metabolites in any authorized drug test.

In order to be re-employed following completion of a suspension for a positive drug or alcohol test, the employee must undergo and pass a return to duty drug and/or alcohol test, and be evaluated and released by the SAP, in accordance with subsections C(5) or C(10) above.

The Village will attempt to schedule the return to duty drug and/or alcohol test and the evaluation by the SAP so as to avoid any lost work time beyond the period of the suspension. However, the employee will remain on disciplinary suspension, without pay, until the Village has received written notice that the employee has passed the return to duty drug test (and/or notice from the collection site that the employee had an alcohol concentration of less than 0.02 in the return to duty alcohol test) and written notice from the SAP that the employee has been released to return to duty.

If the employee tests positive for any drug or has an alcohol concentration of 0.02 or greater in any subsequent test, he/she shall be subject to discharge.

An employee who has an alcohol concentration of 0.02 or greater, but less than 0.04, in any authorized alcohol test, and is not otherwise subject to more serious discipline, shall receive the following disciplinary action:

First offense — removed from performing safety-sensitive functions for

twenty-four (24) hours.

Second offense — suspension of not more than five (5) days.

Third offense — suspension of not more than thirty (30) days.

Fourth offense — subject to discharge.

Rehabilitation and Additional Testing

In cases where an employee receives disciplinary action other than discharge for a drug and/or alcohol related infraction, the following procedures shall also apply:

- (1) The Village may require the employee to participate in an approved treatment, counseling or rehabilitation program for drug and/or alcohol abuse at the time discipline is imposed, based on the recommendations of the SAP.
- (2) If the employee is required to enroll in such a program, his/her reinstatement or continued employment shall be contingent upon successful completion of the program and remaining drug and alcohol free for its duration.

The employee must submit to any drug and/or alcohol testing administered as part of the program, and provide the Village with the results of such tests. The employee must also provide the Village with progress reports from his/her therapist, or the agency running the program, on at least a monthly basis. (Failure to provide such reports or the results of such tests will result in the employee being placed on suspension, without pay.)

- (3) In accordance with subsections C(6) and C(10) above, an employee who has been identified as needing assistance in resolving problems associated with misuse of alcohol and/or use of drugs may be administered unannounced follow-up and/or alcohol tests for a period of up to 60 months.

Employment Status Pending Receipt of Test Results

In addition to appropriate disciplinary measures, including suspension, which may be taken in response to the incident or course of conduct which gave rise to the test, the Village reserves the right to decide whether the incident or course of conduct prompting the test is of such a nature that the employee should not be put back to work until the test results are received. If such a decision is made, the employee will

be suspended without pay. Where the test result is negative, the employee will be reinstated with back pay, provided the employee has not been given an appropriate disciplinary suspension for violation of another work rule which also covers the time missed waiting for the test results.

J. Voluntary Drug and Alcohol Rehabilitation

If an employee who is not otherwise subject to disciplinary action for use of drugs and/or alcohol voluntarily admits that he/she has a drug and/or alcohol abuse problem, the Village Manager (or his/her designee) will meet with the employee to discuss the various treatment, counseling and rehabilitation options that are available.

These options may include allowing the employee to continue working while receiving outpatient treatment, counseling or rehabilitation in an approved drug and/or alcohol abuse program, or placing the employee on a medical leave of absence while he/she is receiving treatment, counseling or rehabilitation in an approved inpatient or outpatient drug and/or alcohol abuse program.

When an employee voluntarily admits that he/she has a drug and/or alcohol abuse problem, the Village shall have the right to require the employee to submit to require the employee to be evaluated by the SAP and/or submit to drug and/or alcohol testing prior to deciding what action is appropriate. No disciplinary action will be taken by the Village against an employee who voluntarily admits that he/she has a drug and/or alcohol abuse problem in the situation described above, or tests positive for drugs and/or alcohol in a test of the sort described above after making a voluntary admission of alcohol and/or drug abuse. However, the Village shall have the following rights in such a situation:

- (1) The employee may be required to enroll in and successfully complete an approved inpatient or outpatient alcohol and/or drug abuse program, and remain drug and alcohol free for its duration as a condition of reinstatement or continued employment.
- (2) If the employee is required to enroll in such a program, he/she must submit to any drug and/or alcohol tests administered as part of the program, and provide the Village with the results of such tests. The employee must also provide the Village with progress reports from his/her therapist, or the agency running the program, on at least a monthly basis. (Failure to provide such reports or the results of such tests will result in the employee being placed on suspension, without pay.)

- (3) The employee shall be required to agree to be subject to unannounced follow-up drug and/or alcohol tests, at the Village's discretion, for a period of up to 60 months.
- (4) If the employee tests positive for drugs or alcohol in a follow-up drug or alcohol test administered during this period, he/she shall be given one last opportunity for rehabilitation under the procedure described above. However, the employee will be subject to discipline at the first step of the applicable disciplinary procedure set forth in Section I above.
- (5) If the employee voluntarily admits that he/she has experienced a reoccurrence of his/her drug or alcohol abuse problem at any time following completion of a treatment, counseling or rehabilitation program, and the employee is not otherwise subject to disciplinary action, he/she shall be given one last opportunity for rehabilitation and no discipline will be imposed.

K. Policy Content and Additional Information

Those portions of the above policy which are mandated by 49 CFR Part 382 appear in bold print. The remainder of the policy is established pursuant to the Village's independent authority.

Any questions regarding the contents of this policy or other matters related to the Village's policies on use of drugs or misuse of alcohol should be directed to the following individual:

Village Manager
Village of Oxford
22 W. Burdick Street
PO Box 94
Oxford, Michigan 48371
(248)628-2543

Covered Employee Classifications

The following employee classifications are currently subject to the requirements of 49 CFR Part 382:

Director of Public Works
DPW Foreman
DPW Laborer I
DPW Laborer II

**Parks and Recreation Laborer
Water Plant Superintendent**

VILLAGE OF OXFORD WORK RULES AND

GUIDELINES FOR ADMINISTRATION OF DISCIPLINE

Before an employee receives a disciplinary suspension or is discharged for violation of the Village of Oxford work rules, the employee will be given written or oral notice of the charges, an explanation of the employer's evidence and an opportunity to present his or her position. The Village may place an employee on an immediate or investigatory suspension pending a final determination of the charges. This action is not a disciplinary suspension unless it is subsequently stated as such. If the investigation establishes the employee's innocence of the charges, he/she will be returned to work and paid for all lost time. If an employee is disciplined for violating the Village of Oxford work rules, he/she may use the grievance procedure provided in collective bargaining agreement. In addition, the disciplinary procedures set forth in the collective bargaining agreement shall be followed.

Because each instance can differ, the village retains the right to treat each occurrence on its individual merits and without creating precedents for the treatment of any other case which may arise in the future. The Village retains the right to suspend the operation of any disciplinary action which it may take, during good behavior for a specified term, in its exclusive discretion. Examples given in any rule do no limit the generality of the rules. As further explained below, these rules and regulations are not to be construed as a limitation upon the retained rights of the Village, but are merely a guide.

Obviously, some infractions do not call for progressive discipline but rather for immediate dismissal. Those infractions are explained under Category III. No list of work rules could cover all possible acts of improper behavior; therefore, each employee must exercise good judgment for proper and mature behavior. Any employee who engages in any job related misconduct, although the conduct is not specifically named in the work rules, may be disciplined or discharged. Because you are a public employee and occupy a special status in the work force, arrest or conviction for conduct occurring outside working hours, or any other off-duty involvement in inappropriate or unprofessional conduct or behavior which could reflect negatively on the Village or its reputation in the community, may result in suspension and/or disciplinary action depending upon the nature of the conduct and whether the sanctions imposed, if any, interfere with your ability to perform your duties.

When disciplinary action is necessary, the Department Head or Designated representative will consider the employee's total record — including other violations — before determining any penalty. Penalties for violations of multiple rules

occurring at the same times will be dealt with at the discretion of management.

The work rules set forth below apply for specific offenses. These rules are not intended to impose a rigid limitation upon management when dealing with disciplinary matters nor is it the intent of the rules to discipline any employee when a particular violation is minor or is an isolated incident in an otherwise good work record. A more severe penalty may be imposed than that prescribed below, if it is deemed necessary due to the seriousness and nature of the offense, the record of the employee or other applicable factors. Likewise, supervisors with authority to review and impose penalties may impose less than the maximum penalties for violations of the rules set forth below when extenuating circumstances are found to exist.

Infractions

Category I

First Offense	Instruction and cautioning
Second Offense	One-day suspension, without pay
Third Offense	Five-day suspension without pay
Fourth Offense	Discharge

1. Absence from duty, without prior permission from the supervisor except for cause beyond the control of the employee which prevents obtaining prior approval. When advance notice cannot be given, employees are expected to notify their Department Head, or if not possible, the Village Manager of the reasons for their absence and the expected time of their return.
2. Neglect or carelessness in observance of official safety or departmental rules, or disregard of common safety practices.
3. Disregarding job duties by neglect of work.
4. Failure to commence work at the beginning of the duty period and leaving work prior to the end of the duty period. All employees are expected to work, excluding authorized breaks, from the beginning to the end of the duty period and neither arrive late nor leave early.
5. Creating or contributing to unsanitary or unsafe working conditions. Examples are; throwing refuse or objects on the floor of work area or placing or failure to remove hazardous objects from the assigned work area.
6. Willful failure, neglect or carelessness in punching an assigned Time card in or

out, if required, or failing to properly complete a required time or production report.

7. Failure to report any personal injury or equipment damage immediately to the supervisor.

8. Unsatisfactory work and/or failure to maintain required standards of performance.

9. Wasting time, loitering,. Disregarding job duties by neglect of work or reading for pleasure during working hours.

10. Unauthorized use of Village property for private work or performing private work on Village time.

11. Violation of the Village of Oxford No Smoking Policy.

12. Excessive absenteeism and/or tardiness.

Category II

First Offense Instruction and five day suspension, without pay

Second Offence Discharge

1. Leaving the job during regular working hours without notice to and permission from the employee's immediate supervisor (or, in his/her absence, another supervisor or manager), which permission shall not be unreasonably withheld.

2. The use of abusive or threatening language or action toward subordinates, fellow employees, members of the supervisory force, or the general public.

3. Failure to report an accident in which the employee was involved. Refusing to give testimony when accidents are being investigated by proper authority.

4. Failure to report for overtime or call-in work without good reason after being scheduled to work or being contacted according to established policy.

5. Sleeping during working hours.

6. Insubordination by the refusal to perform work assigned, refusal or failure to comply with written or verbal instructions of the supervisor which the employee may reasonably be expected to perform, or receiving directions or instructions in an insolent or defiant manner. Any employee who feels the supervisor's directions are improper will be expected to comply with the directions, but may utilize the grievance procedure.

7. Wanton or willful neglect in the performance of assigned duties or in the care, use or custody of any Village property. Abuse or deliberate destruction in any manner of Village property, tools, equipment, or the property of employees.
8. Misuse or removal of confidential Village records or information of any nature, or revealing such information without properly written authority from the Village.
9. Punching another employee's time card when that employee is not present; altering another employee's time card, or unauthorized altering of an assigned time card or a required time or production record.
10. Fighting with or attempting to injure another employee.
11. Repeated violation of work and safety rules.
12. Violation of single licensing requirement, or CDL regulations regarding notification of convictions.

Category III

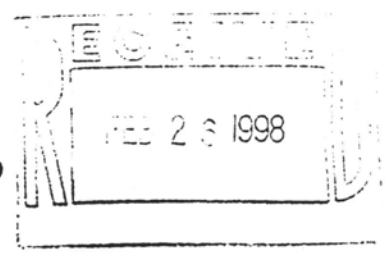
First Offense Subject to Discharge

1. The unauthorized carrying or use of firearms, explosives, or other lethal weapons on Village property at any time.
2. Falsifying testimony when accidents are being investigated or falsifying or assisting in falsifying personnel or other records, including production or work performance reports; or giving false information or withholding pertinent information called for in making application for employment.
3. Making false claims or misrepresentations in an attempt to obtain disability, worker's compensation, or unemployment compensation benefits or payments.
4. Stealing or similar conduct, including destroying, damaging or concealment of any property of the Village or of other employees.
5. Dishonesty or any dishonest action. Examples of "dishonesty" and "dishonest actions" are: theft, pilfering, making false statements to influence an official action by the village, making false statement to secure and excused absence.
6. Failure to report an accident, leaving the scene of an accident, or violation of CDL regulations regarding notification of license suspension, revocation, cancellation, etc.

7. Sexual harassment of employees or applicants. (See Village of Oxford Policy Concerning Sexual Harassment for details).

8. Violation of Oxford Drug-free Workplace Policy. (See Policy for specific infractions and other details).

AGREEMENT BETWEEN
VILLAGE OF OXFORD
AND
MICHIGAN COUNCIL NO 25
LOCAL UNION NO 2720 CHAPTER OF OXFORD



FEBRUARY 25, 1998

Attention: Oxford Village

Please be advised that Union members of the Village of Oxford, Department of Public Works that signed below, have ratified the tentative agreements of the Union Contract that was negotiated between the Village of Oxford and the American Federation of state, County and Municipal Employees Union.

We understand that this Contract will still have to go to the Village Council for Approval

Donald Brantley Donald Brantley
Bridget Burke Bridget E Burke Chase
Rudy Reyes Rudy Reyes
Edward West Edward West
Donald McNeese D. J. McNeese

VILLAGE OF OXFORD	
APPROVED BY	3-11-98
<u>John R. Walker</u>	<u>Leslie Carter</u> Leslie Carter
VILLAGE MANAGER SIGNATURE	
VILLAGE PRESIDENT SIGNATURE	
VILLAGE ATTORNEY SIGNATURE	