

AGREEMENT

BETWEEN

THE TOWNSHIP OF MACOMB  
MACOMB COUNTY, MICHIGAN

AND

AFSCME CHAPTER  
LOCAL No.1917.43  
MICHIGAN COUNCIL 25

January 1, 2011

THROUGH

December 31, 2015

## Table of Contents

	<b>Page No</b>
PREAMBLE	4
ARTICLE 1 GENERAL PROVISIONS	5
ARTICLE 2 EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT	7
ARTICLE 3 NON-DISCRIMINATION	7
ARTICLE 4 MANAGEMENT RIGHTS	7
ARTICLE 5 NO STRIKES AND NO LOCKOUTS	9
ARTICLE 6 SCOPE OF AGREEMENT	11
ARTICLE 7 UNION SECURITY	12
ARTICLE 8 UNION DUES	13
ARTICLE 9 NEW CLASSIFICATIONS	15
ARTICLE 10 CHAIRPERSON, VICE CHAIRPERSON, AND STEWARD	15
ARTICLE 11 GRIEVANCE PROCEDURE	16
ARTICLE 12 DISCIPLINE	21
ARTICLE 13 PROBATIONARY EMPLOYEES	23
ARTICLE 14 SENIORITY AND CLASSIFICATION	24
ARTICLE 15 LOSS OF SENIORITY & TERMINATION OF EMPLOYMENT	25
ARTICLE 16 LAY OFF	26
ARTICLE 17 RECALL PROCEDURE	27
ARTICLE 18 OPEN POSITIONS / PROMOTIONS	28
ARTICLE 19 WORK RELATED LEGAL ACTIONS	29
ARTICLE 20 REIMBURSEMENT OF EDUCATIONAL EXPENSES	29
ARTICLE 21 TEMPORARY ASSIGNMENTS	29
ARTICLE 22 LEAVE OF ABSENCE	30
ARTICLE 23 BEREAVEMENT LEAVE	33
ARTICLE 24 PAID TIME-OFF (PTO)	34
ARTICLE 25 HOLIDAYS	41

## TABLE OF CONTENTS

		<b>Page No.</b>
ARTICLE 26	HOLIDAY PAY FOR WATER & SEWER SUPERVISORS	42
ARTICLE 27	WORKING HOURS	42
ARTICLE 28	OVERTIME FOR WATER & SEWER SUPERVISORS	45
ARTICLE 29	LONGEVITY PAY	46
ARTICLE 30	JURY DUTY	47
ARTICLE 31	MEDICAL & HOSPITALIZATION, VISION AND DENTAL INSURANCE	48
ARTICLE 32	DISABILITY INSURANCE	53
ARTICLE 33	GROUP TERM LIFE INSURANCE	53
ARTICLE 34	UNIFORMS	54
ARTICLE 35	MILEAGE REIMBURSEMENT	55
ARTICLE 36	RETIREMENT	55
ARTICLE 37	SEVERABILITY	59
ARTICLE 38	COMPENSATION	59
ARTICLE 39	DRUG & ALCOHOL FREE WORK ENVIRONMENT	61
ARTICLE 40	DUAL EMPLOYMENT	61
ARTICLE 41	WORKERS' COMPENSATION	63
ARTICLE 42	EFFECTIVE DATE AND DURATION	64
APPENDIX A	DRUG-FREE WORKPLACE POLICY (Regulated CDL)	65
APPENDIX B	DRUG-FREE WORKPLACE POLICY	66

## **Preamble**

THIS AGREEMENT entered into this 1st day of January 2011 between the TOWNSHIP OF MACOMB, MACOMB COUNTY, hereinafter referred to as the "Employer" and the CHAPTER LOCAL No. 1917.43 MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO.

WITNESSETH:

WHEREAS, the laws and the State of Michigan authorize public employees to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment and;

WHEREAS, employees covered by this Collective Bargaining Agreement have heretofore selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment and;

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining and negotiations conducted between their respective representatives, which they now mutually desire to incorporate into this Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and benefits to be derived there from, the parties respectively agree:

## **ARTICLE I: General Provisions**

### Section 1: Purpose

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act #379 of the Michigan Public Acts of 1965 to incorporate into this formal written Collective Bargaining Agreement terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby:

### Section 2: Definitions

- (a) “Employer” shall mean the Township Board of Trustees of the Township of Macomb, County of Macomb, State of Michigan and its duly elected or appointed representatives.
- (b) “Union” shall mean Chapter Local #1917.43 Michigan Council 25 of the American Federation of State, County and Municipal Employees and its duly elected or appointed officers or representatives.
- (c) “Employees” shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.

In the construction of the words used in this Agreement, whenever the singular number is used it shall include the plural and whenever the masculine gender is used it shall include the female gender and vice versa.

### Section 3: Recognition of Union

Pursuant to the agreement between the parties, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of the collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of Employment, of the term of this agreement of the Employees as herein defined, Employees as:

- (I) Aquatics Supervisor
- (II) Assessor
- (III) Deputy Assessor
- (IV) Broadcast Media Manager
- (V) Building Official
- (VI) Assistant Building Official
- (VII) Building Supervisor
- (VIII) Finance Director
- (IX) Elections Supervisor
- (X) Human Resources Specialist
- (XI) Information Technology Director
- (XII) Information Technology Specialist
- (XIII) Parks and Recreation Director
- (XIV) Parks Supervisor
- (XV) Planning Supervisor
- (XVI) Purchasing Specialist
- (XVII) Records Management Supervisor
- (XVIII) Recreation Facility Supervisor
- (XIX) Fire RMS Supervisor
- (XX) Water & Sewer Superintendent
- (XXI) Assistant Water & Sewer Superintendent
- (XXII) Water & Sewer Supervisor

## **ARTICLE 2: Exclusive Collective Bargaining Agreement**

The Employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of the employees, nor will the Employer aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining on behalf of the employees or make any agreement with any such other group.

## **ARTICLE 3: Non- Discrimination**

The Township of Macomb, either in hiring, promoting, disciplining, assigning jobs, or any other terms or conditions of employment, agrees not to discriminate against any person or employee because of religion, race, color, national origin, age, sex, height, weight, marital status or unrelated handicap as defined by law, membership in or activity on behalf of the Union or participation in the grievance procedure. The Union agrees to admit any persons to its membership and to represent all employees without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status or unrelated handicap as defined by law.

## **ARTICLE 4: Management Rights**

Section 1:

The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- (a) Full and exclusive control of the management of the Employer, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its work force;
- (b) The right to determine the work to be performed and the standards to be met by employees covered under this agreement;
- (c) The right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and, to what extent, work shall be performed by employees;
- (d) The right to hire, establish, and change work schedules, set hours of work, and lay-off employees;
- (e) The right to determine the qualifications of employees and to suspend, discipline, and, discharge employees for just cause;
- (f) The right to re-assign, at its discretion, department heads and other administrators to bargaining unit positions in accordance with the seniority provisions of this agreement provided that the re-assignments of the department heads and administrators, if any, will not result in the layoff of existing collective bargaining unit member, by mutual agreement of both parties;
- (h) The right to retain the orderly, effective, and efficient operation of the Employer;

And

- (g) The right to contract for services by others as long as the use of contracted services is not done with the intention of permanently replacing an AFSCME Local 1917.43 member.

Section 2:

The exercise of the above powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

## **ARTICLE 5: No Strikes and No Lockouts**

Section 1:

The Employer will not lock out employees during the term of this Agreement.

Section 2:

The parties of this Agreement mutually recognize and agree that the services performed by employees covered by this agreement are necessary to the public health, safety and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick out or slowdown in any department of the Employer or any curtailment of work or restriction of production or interference with the operations of the Employer. In the event of a work stoppage, other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute, which gave rise to the stoppage of curtailment until same has ceased.

Section 3:

In the event of a work stoppage, or any other curtailing, by the Union or the employees covered hereunder during the terms of this Agreement, the Union by its officer's agents and stewards shall immediately declare such work stoppage, or other curtailment to be illegal. The Union agrees further to cooperate with the Employer or remedy such situation by immediately giving written notice to the Employer and the employee involved declaring the said conduct unlawful and directing the employees to return to work. The Employer shall have the right to discipline, up to and including summary discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

#### Section 4:

In the event of any strike, sit-down, stay-in, sick-out, or slowdown or any other curtailment of work, the Employer may, if it chooses, immediately submit the matter to arbitration as provided for in the Agreement notwithstanding any other provisions contained in this Agreement.

#### Section 5:

In such event the arbitrator within four (4) hours of the Employer's election to arbitrate, shall be mutually agreed upon by the parties or if they are unable to so agree, the Employer may request the American Arbitration Association to immediately appoint an arbitrator. In any event, it is the intention of the parties that the matter shall be submitted to arbitration and ruled upon within twenty-four (24) hours of the selection or appointment of the arbitrator.

Section 6:

The arbitrator shall make such order and award, as he/she shall consider necessary to effect compliance with this article including cease and desist orders.

## **ARTICLE 6: Scope of Agreement**

Section 1:

The provisions of this Agreement cannot be amended, supplemented, rescinded or otherwise altered except by mutual agreement, in writing and signed by the Union and Employer. The agreement of the Employer must be obtained from the Township Board of Trustees.

Section 2:

The Township shall furnish an original copy of this agreement to the Union and true copies to the Chairperson and Steward. Additionally, the Township shall publish a copy of this agreement on the Township's website whereby the agreement shall be accessible to all employees covered under this agreement.

Section 3:

The Township shall notify the Chairperson when hiring any employee who shall be covered under this agreement.

Section 4:

The Township shall notify any new employee of the agreement as well as instruct him/her how to access the agreement on the Township Website.

## **ARTICLE 7: Union Security**

### Section 1:

As a condition of continued employment, each member of the bargaining unit who has completed the probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the monthly Union dues.

### Section 2:

Service fees shall not include initiation fees or special assessments. Newly hired, transferred, or re-hired employees shall, as a condition of employment, join the Union or pay the service fee at the conclusion of their probation period, if applicable. All employees shall execute an authorization for the deduction of Union dues or service fees.

### Section 3:

Employees shall be deemed to be members of the bargaining unit in “good standing”, within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues, and assessments of service charge.

### Section 4:

Employees who fail to remain in “good standing” in the bargaining unit shall be terminated within thirty (30) days, provided the Union notifies the Employer in writing, when a member of this bargaining unit is in violation of this Article. The Union agrees to protect, indemnify, and hold the Employer harmless against any and all claims,

demands, costs, and suits that may arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with this Article.

## **ARTICLE 8: Union Dues**

Section 1:

Employees may tender the monthly membership dues or services fee by signing the "Authorization for Check-Off Form".

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off hereinafter set forth, the Employer or the Representative agrees to deduct dues or service fees from the pay of each employee who executes or has executed the following "Authorization for check-off" form and filed same with the Employer or its representative.

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES  
AFL-CIO

***Authorization for Payroll Deduction***

By: \_\_\_\_\_

Last Name

First Name

Middle Name

To: Township of Macomb or its designated Representative

Effective (month/day/year) \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME Local Union #1917.43, after one hundred eighty (180) days of employment. The amount deducted shall be paid to the Treasurer of Local #1917.43, the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

#### Section 2: Deduction Begin

Check-off deduction under a properly authorized Authorization for Check-Off form shall become effective on the one hundred eighty first (181<sup>st</sup>) day after an employee's date of hire and the Authorization is filed with the Employer and/or its representative. The amount shall be deducted from the first two (2) pay periods of each month.

#### Section 3: Remittance of Dues or Service Fees

Deductions for any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those employees for whom dues or service fees have been deducted. This information shall be submitted by the Township within one week following the second pay period of each month.

#### Section 4: Termination of Check-Off

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the employee requests that his authorization and request for check-off be terminated.

#### Section 5: P.E.O.P.L.E. Deduction

The Employer agrees to deduct from the wage of any employee who is a member of the Union, a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

### **ARTICLE 9: New Classifications**

#### Section 1:

Classifications other than those listed under Article 1, Section 3 may be added as required and determined by the Employer at which time vacancies and wage rates will be posted as provided in the Agreement. The Employer shall give advanced notice to the Union prior to establishing a new classification to allow sufficient time for negotiation of the new salary.

### **ARTICLE 10: Chairperson, Vice Chairperson, and Steward**

#### Section 1: Chairperson, Vice Chairperson, and Steward

The Employees may be represented by the Chairperson, Vice Chairperson or Steward.

#### Section 2: Conducting Union Business during Working Hours

The Chairperson, Vice Chairperson, or Steward shall be allowed time-off from their respective job with pay to perform Union business as follows:

- a. Investigate a grievance;
- b. Present a verbal or written grievance;
- c. Discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer;
- d. To attend an arbitration hearing;
- e. To participate in contract negotiations; and
- f. To attend local and national conferences and/or conventions at their own expense and by using their banked vacation and/or personal time.

It is understood that the time-off mentioned in sub-paragraphs a, b, c, and d will be granted on the day of the request. The length of time and the time period within the working hours in excess of one hour shall be agreed upon previously by the Chairperson and the Township Supervisor or the Human Resources Director.

## **ARTICLE 11: Grievance Procedure**

### Section 1: General Principals

- (a) The primary purpose of this procedure is to obtain, at the lowest level possible, a resolution to a grievance. The parties agree that these proceedings shall be kept as informal and confidential as may be deemed appropriate.
- (b) The number of days indicated at each level of the grievance procedure shall be considered as maximum and every effort should be made to expedite the grievance procedure; however, time limits may be extended by a written mutual

agreement. Any grievance not carried to the next step by the Union and/or Employee within the prescribed time limits or such extension, which may be agreed to, shall be automatically closed upon the basis of the last disposition. Should the Employer fail to answer a grievance within the time limits required herein, then the Union's last written position of the grievance shall be upheld. And where the Union fails to respond to an answered grievance by the Employer within the time parameters as set forth in this agreement, then the Employer's last written position will be upheld.

- (c) It shall be the general practice of all parties to process a grievance during times that do not interfere with assigned duties whenever possible.
- (d) In the course of an investigation of any grievance, representatives of the Union will advise their immediate supervisor and state the purpose of their visit.
- (e) It shall be the continued practice of the Employer to assure to every Employee, an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
- (f) A grievance may be withdrawn at any level of the grievance procedure without prejudice.

## Section 2: Definition

A grievance shall mean a complaint made by an employee or group of employees based on an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

## Section 3: Procedure

A grievance shall be presented and processed according to the following procedure:

## Step 1: Department Head Level

- (a) A grievance must be filed within five (5) working days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance, otherwise the right to file a grievance will be forfeited.
- (b) Verbal Procedure: An employee and their steward shall discuss their grievance with the employee's Department Head and/or the Human Resources Director in an effort to resolve the problem.
- (c) Written Procedure: In the event that a matter is not resolved verbally with the Employee's Department Head, a written grievance may be filed by the Union and the Employee with the respective Department Head and/or the Human Resources Director within five (5) working days following the verbal discussion regarding the basis of the grievance.
- (d) Within five (5) working days after receipt of the written grievance, the employee's Department Head and/or the Human Resources Director shall communicate his/her decision in writing to the Chairperson or his designated representative.

## 2. Step Two: Township Supervisor Level

Within five (5) working days after receiving a written answer, if the employee or the Union still feels aggrieved, an appeal by the Union may be made to the Township Supervisor or his designated representative. The appeal must be in writing. A meeting between the Union and/or the employee and the Township Supervisor and/or his designated representative will be arranged to discuss the grievance within five (5) working days from the date the grievance is received. Within five (5) working days after the date of the said meeting, the Township

Supervisor and/or his designated representative shall communicate the decision of the Supervisor in writing, with the supporting reasons to the Chairperson.

### 3. Step Three: Board of Trustees Level

Within five (5) working days after receiving written answer, if the employee and the Union still feels aggrieved, an appeal by the Union may be submitted to the Human Resources Director. The appeal must be made in writing. The Human Resources Director will submit the appeal to the Township Clerk and then place the item on the Agenda for the next regularly scheduled meeting of the Board of Trustees so the grievance may be discussed between the Union and the Employer in an attempt to resolve the grievance before advancing to Arbitration. Within five (5) working days after the date of the meeting between the Board of Trustees and the Union, the Human Resources Director shall communicate the decision of the Board of Trustees in writing to the Union and the Local Chairperson.

### 4. Step Four: Arbitration

- a) If the Employer and the Union shall be unable to resolve any grievance, then the grievance may be appealed to arbitration by either party. Selection of an arbitrator shall be from the permanent roster of arbitrators which the Employer and Union shall select within ninety (90) calendar days following the signing of the agreement. Once the selection process is completed, the Union and the Employer will add the roster to the agreement by Letter of Understanding.
- b) Within sixty (60) calendar days after the decision of the Employer, a written demand for arbitration must be filed with the other party. Within fourteen (14) calendar days from the demand for arbitration, the parties shall select the arbitrator from the agreed upon roster.

- c) Selection of an arbitrator shall be made by a blind draw. The names of all of the agreed upon arbitrators shall be placed in a container and the party demanding arbitration shall draw one name from the container in the presence of a representative from the other party.
  
- d) The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then exercise the same procedure set forth in subparagraph (c).
  
- e) An arbitrator may be removed from the list by mutual agreement of the parties, during the life of the agreement. Upon such removal, no further cases will be assigned to that arbitrator, but then arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. An arbitrator may remove himself/herself from the list at any time.
  
- f) If both the Union and the Employer agree, in a particular case, not to use the list of arbitrators, then the parties may agree in writing to use the American Arbitration Association for case administration.
  
- g) The arbitrator will hold a hearing promptly; and issue a decision not later than thirty (30) days from the closing of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reason, and conclusion on the issues submitted. The arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement has occurred and he/she shall be subject to, in all cases, the rights, responsibility, and authority of the parties under this agreement.

- h) The cost of arbitration shall be shared equally between the Employer and Union. The Employer and the Union shall each be responsible for compensating its own witnesses.
- i) The Employer shall not compensate the grieving employee(s) for their attendance at an Arbitration hearing.
- j) The decision of the arbitrator shall be final and binding on all parties to the arbitration.

## **ARTICLE 12: Discipline**

### Section 1:

The Employer agrees that all disciplinary action, up to and including discharge, shall be for just cause and shall subscribe to the philosophy that the purpose of disciplinary action is to correct the employee's unsatisfactory conduct, whenever possible, and that disciplinary action shall be progressive in nature. However, in situations involving misconduct, the Employer may forego progressive discipline and render discipline up to and including discharge.

- (a) The term "misconduct" is limited to conduct evidencing such willful or wanton disregard of an employer's interest as found in deliberate violations or disregard of standards of behavior which the employer has the right to expect of his employee, or in carelessness or negligence of such degree or recurrence as to manifest equal culpability, wrongful intent or evil design or to show an intentional and substantial disregard of the employer's interest or of the employee's duties and obligations to his employer.

- (b) Unsatisfactory conduct is the failure in good performance as a result of inability or incapacity, inadvertencies, or ordinary negligence in isolated incidents, or good faith errors in judgment or discretion that are not deemed "misconduct".

#### Section 2: Use of Past Record

A record of all discipline rendered by the Employer to an employee will remain indefinitely in the Township's Employment file located in the Human Resources Department for that respective employee. However, when imposing any discipline, the Employer will not take into account any disciplinary action rendered that occurred more than twenty-four (24) months prior to the incident at-hand.

#### Section 3:

If the Employer has reason to discipline an employee, the discipline shall be administered in a manner that will not embarrass the employee before other employees or the general public, if possible.

#### Section 4:

The Union or Employer shall have the right to process suspension or discharge cases commencing at Step Two of the Grievance Procedure.

## **ARTICLE 13: Probationary Employees**

### Section 1: Probationary Period

New employees entering the bargaining unit, including those transferred from other bargaining units of the Township, shall be on probation for the first one hundred eighty (180) consecutive calendar days of their employment or in the new position. After the probationary period, the employee shall be placed on the seniority list and his/her seniority shall be computed from the date of hire or transfer into the bargaining unit.

### Section 2: Seniority Status

There shall be no seniority amongst probationary employees.

### Section 3: Discipline of Probationary Employees

Probationary employees are “at-will” employees who may be terminated at any time during their probationary period for any or no reason. Probationary employees may be disciplined, laid-off, or terminated without recourse to the grievance and arbitration procedure provided for herein. The employer shall have sole discretion in matters of discharge and discipline affecting probationary employees.

### Section 4: Service Time

An employee who transfers from another bargaining unit of the Township shall carryover their service time as it pertains to paid time-off, eligibility for insurance benefits, and retirement only.

### Section 5: New Hire Orientation

The Local Chairperson or their designated representative shall participate in the New Hire Orientation Program administered by Human Resources Department on the first day of employment of the new employee. The Chairperson will be introduced to the new employee and be granted an opportunity to discuss the provisions of the Collective Bargaining Agreement and to provide the new employee with other information pertaining to AFSCME Chapter 25, Local 1917.43. This initial meeting shall be limited to thirty (30) minutes. In the event that more time is needed, the Chairperson shall notify the Director of Human Resources and another meeting will be arranged with the employee within the next ten (10) days.

## **ARTICLE 14: Seniority and Classification**

### Section 1:

The seniority of an employee shall not be affected by their religion, race, color, national origin, age, sex, height, weight, family status, number of dependents, political affiliation, marital status, disability and/or handicap. The Employer shall maintain an up-to-date seniority list containing the name and classification of all employees of the bargaining unit entitled to seniority in accordance with the date of hire or transfer into the bargaining unit. A copy of the seniority list shall be furnished to the Union upon execution of this agreement. The Union shall be notified in writing within five (5) working days of any changes in the seniority list made during the term of this Agreement.

### Section 2:

Employees hired on the same day shall be listed on the seniority list in alphabetical order by last name (at time of hire) first, and then by first name, and finally, by middle initial.

## **ARTICLE 15: Loss of Seniority and Termination of Employment**

### Section 1:

An employee shall forfeit their seniority and lose their employment for the following reasons:

- (a) Employee voluntarily resigns;
- (b) Employee is discharged and the discharge is not reversed under the grievance procedure;
- (c) Employee is absent from work without leave (AWOL) for five (5) consecutive work days, except for instances whereby there is documented proof of a physical or mental incapacity of notifying the Employer. Upon the expiration of such period, the Employer will send written notice to the employee via certified mail with a return receipt requested, to the last known address as listed in Human Resources stating that his/her seniority has been forfeited and employment with Macomb Township terminated;
- (d) Employee fails to return to work when recalled from layoff as set forth in the recall procedure of this Agreement.
- (e) Employee is laid-off for a period of one (1) year or the length of service whichever is greater up to a maximum of thirty-six (36) months;
- (f) Employee fails to return from an approved leave of absence, unless a satisfactory reason for such failure to return to work is provided;

- (g) Employee obtains a leave of absence under false pretense(s);
- (h) Employee separates from employment upon settlement covering a total disability;
- (i) Employee retirees;
- (j). Employee provided false information on his/her application for employment with the Township regardless of time of discovery provided the Employer takes action within thirty (30) days of discovery;
- (k) Employee performs work for another employer during his/her normal hours of employment with the Township not in compliance with Article 40, Section 4; and
- (l) Employee uses his/her position with the Township for their personal financial benefit or for the promotion of business for another employer or them self.

## **ARTICLE 16: Layoff**

### Section 1: Definition of Layoff

The word "layoff" means a reduction in the workforce resulting in a loss of employment.

### Section 2: Procedure

If a layoff becomes necessary, the following procedure will be mandatory provided the remaining employees are capable of performing the available work as follows:

- A. Layoff shall be made within the affected classification in the affected department.

- B. Probationary employees, as defined in Article 13, with less than one hundred eighty (180) days of service within the affected classification shall be laid-off first.
  
- C. If further reduction in the workforce becomes necessary, then layoff shall commence at the lowest person on the seniority list within the affected classification and department.

### Section 3: Notice of Layoff

An employee will be provided with a written notice five (5) working days prior to layoff. The Chairperson or their designated representative shall receive notice from the Employer naming the employee(s) being laid-off prior to the notice being issued to the affected employee.

## **ARTICLE 17: Recall Procedure**

### Section 1:

- (a) The order of recalling laid-off employees shall be in the inverse order in which the employees are laid-off.
  
- (b) Notices of recall shall be sent by certified mail to the employees last known address on file in Human Resources. It shall be the obligation of the employee to provide the Human Resources Department with a current address and telephone number in the event of a change. A recalled employee shall return to work within seven (7) calendar days of the date of recall. Failure to report to work upon recall shall result in the loss of seniority and termination of employment as described in Article 15, Section 1(d).
  
- (c) Recall is within same bargaining unit, department, and classification.

## **ARTICLE 18: Open Positions /Promotions**

### Section 1:

Promotions within the bargaining unit shall be made on the basis of the required qualifications for the position as listed on the Position Description, and the employee's skills, experience, and qualifications. Should there be no qualified and/or interested employee from within the bargaining unit; then the Employer may fill the opening with an external candidate.

### Section 2: Posting Period

The Employer shall post an open position on the employee bulletin boards located in each Township facility for a period of seven (7) calendar days. The Employer has the right to fill an open position on a "temporary basis" during period of vacancy subject to the procedures outlined in Article 21: Temporary Assignments. For any employee promoted from outside of Local 1917.43, there is no right to return to a former position.

### Section 3: Promotion

Current members of the Bargaining Unit who are promoted under Article 18 will not be subject to a probationary or trial period. An employee from another bargaining unit in the Township who applies for and is promoted to a position covered under this agreement shall forfeit any right to return to their formal position in the other bargaining unit. Additionally, such transferred employee shall be assigned a new seniority date with AFSCME Local 1917.43 for the sole purpose of establishing rights within the Bargaining Unit and be subject to a probationary period. However, the transferred employee shall retain their Township service date for purpose of determining benefit eligibility.

## **ARTICLE 19: Work Related Legal Action**

### Section 1:

When a covered claim is made against a member of the bargaining unit; the Employer shall provide a defense and indemnification not to exceed the Employer's insurance coverage.

## **ARTICLE 20: Reimbursement of Educational Expenses**

An employee, who has been pre-approved by the Township Board to take a necessary class(es) for certification related to the employee's job, will be reimbursed by the employer. The employee shall provide a copy of the certificate or proof of completion of the class for reimbursement of class(es).

## **ARTICLE 21: Temporary Assignments**

### Section 1:

Employees assigned to temporary assignments, whereby an employee is required to work in a higher classification in excess of ten (10) days but less than ninety (90) days, will be paid the rate for the higher classification for all hours worked. On temporary assignments to lower paid classifications; the employee will not encounter a reduction in pay. Assignments to lower paid classifications as a result of a layoff will be paid at the rate of the classification filled.

## **ARTICLE 22: Leave of Absence**

### Section 1: Leave Pursuant to the Family & Medical Leave Act

- (a) An employee must use accumulated paid time-off hours for unpaid FMLA for the employee's own serious health condition or to care for a seriously ill member of his/her immediate family as described in the Township's FMLA Policy.
- (b) An employee must substitute accumulated paid time-off for unpaid FMLA leave for the birth and care of the employee's child or placement for adoption of foster care. A minimum balance of forty (40) paid time-off hours must be maintained.
- (c) Under both (a) and (b), if the employee is eligible for Short-term Disability Insurance, then they may use paid time-off hours to supplement their income up to a maximum of 100%. If the employee is no longer eligible for Short-term Disability Insurance, then they may use any remaining accumulated paid time-off hours to supplement their income up to a maximum of 100%.

### Section 2: Medical Leave of Absence

Any employee who due to illness or injury exhausts their benefit time under the Family Medical Leave Act, FMLA, may make application for a Medical Leave of Absence. A Medical Leave of Absence shall be inclusive of any time taken under a Family Medical Leave. The Township shall provide medical & hospitalization, dental, optical, and life insurance coverage from the original date of disability provided the employee's absence is paid by using banked time-off hours or the employee is receiving disability payments under the Township's disability insurance policy. Beyond that time, the Board will review the circumstances and approve or deny any extension for a Medical Leave of Absence on a case-by-case basis. For employees with less than one year of service, a Medical Leave of Absence will be limited to the amount of time employed by the Township before the disabling event.

A. For employees with more than one year of service:

Health, dental, optical, and life insurance coverage for employees with more than one year of service who are on an approved Medical Leave of Absence will continue to be provided by the Township for up to twenty-four (24) months from the date of disability or within the approved insurance carrier duration. Beyond that period of time, the disabled employee may continue their health, dental, optical, and life insurance coverage through the Township at their own expense provided the insurance carrier allows such extension and payments are received in-full and on a timely basis (on or before the due date) by the Township.

B. For employees with less than one year of service who have satisfied the waiting period” for eligibility:

For employees with less than one year of service who are on an approved Medical Leave of Absence, the Township will continue health, dental, optical, and life insurance coverage for up to six (6) months from the date of disability. Beyond that period of time, the disabled employee may continue their health, dental, optical, and life insurance coverage through the Township at their own expense provided the insurance carrier allows such extension and payments are received in-full and on a timely basis (on or before the due date) by the Township.

### Section 3 – Personal Leave of Absence

- (a) An employee with six (6) months of continuous employment with the Township may apply for a Personal Leave of Absence. The Personal Leave of Absence shall not exceed twelve (12) months or the time actually worked for the Township, whichever is less. A request for an extension for any Personal Leave will be at the discretion of the Employer as long as

it does not exceed the time limits. All leaves shall be requested in writing and will state the reason for such leave as well as the dates on which the leave will start and end.

- (b) Time absent from work while under an approved Personal Leave of Absence shall not be counted as time at work for any benefits or seniority. However, during a Personal Leave of Absence, the employee may and continue their health, dental, optical, and life insurance through the Township at their own expense provided payments are received in-full and on a timely basis (on or before the due date).
- (c) Employees shall not return to work prior to the expiration of their leave unless otherwise agreed to by the Employer.
- (d) Upon return from leave, an employee shall be returned to a position that was similar to that which the employee worked prior to the leave. The employee will receive the prevailing rate for the position.
- (e) An employee who returns from a Personal Leave of Absence must work ninety (90) calendar days before becoming eligible to request another Personal Leave of Absence.
- (f) An employee may not request a Personal Leave of Absence for the purpose of other employment.

#### Section 4: Military Leave

The Employer will comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended.

#### Section 5 – National Guard & Armed Forces Reserve Training

Employees who are in the Armed Forces Reserve or the National Guard may use accrued paid time-off hours in order to attend training for active duty.

## **ARTICLE 23: Bereavement Leave**

### Section 1:

An employee will receive up to three (3) days of paid bereavement leave to attend a funeral including the showing of the deceased party of the Employee as follows: spouse, child(ren), step-child(ren), parents or step-parents, grandparents, grandchildren, brother, sister, step-brother, step-sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

### Section 2:

The bereaved employee shall have the option of extending his/her bereavement leave by availing themselves to banked paid time-off hours.

### Section 3:

In the event of the death of any other party not addressed in Section 1 of this Article, the employee may only use accumulated paid time-off hours to be excused from work to attend the funeral of the deceased.

## Article 24: Paid Time-Off (PTO)

### Section 1: Allocation

Employees shall receive Paid Time-off (PTO) previously referred to as Sick, Personal, or Vacation time, from the Township based upon their respective date of hire and years of completed service as follows:

#### A. Employees hired before January 1, 2006

After completion of 5 years of service	216 Hours
After completion of 10 years of service	224 Hours
After completion of 11 years of service	232 Hours
After completion of 12 years of service	240 Hours
After completion of 13 years of service	248 Hours
After completion of 14 years of service	256 Hours

#### B. Employees Hired after January 1, 2006

Upon hire, but less than 1 year of service	112 Hours
After completion of 1 year of service	164 Hours
After completion of 5 years of service	188 Hours
After completion of 10 years of service	212 Hours

### Section 2: Use of PTO Hours

Paid Time-off may be taken in one (1) hour increments. The Employee shall request Paid Time-off at a minimum of twenty-four (24) hours in advance except in the event of an "emergency" at which time the request should be made to the appropriate Elected Official or Department Head as soon as reasonably possible, but within forty-eight (48) hours of the time of the emergency. In the event of an "extraordinary circumstance" that

would not be considered an “emergency” whereby the employee is unable to provide advanced notice to his Department Head; the employee shall call their Department Head prior to the beginning of the work day to report their absence, and if required, substantiate their absence immediately upon their return to work.

Requests for Paid Time-off shall be considered in conjunction with the operational requirements of the Department. A request for Paid Time-off may be denied due to Township business requirements; however, such denial will only be based upon the “reasonable” needs of the Township. The purpose of this provision is to assure adequate manpower to service the public at-large and is not intended as a means to deny an employee’s request for time-off from work. If the request is denied by the Elected Official or Department Head, the employee may appeal the decision to the Macomb Township Board of Trustees.

Any request for Paid Time-off in excess of eighty (80) hours or ten (10) work consecutive days shall be approved by the respective Department Head and/or the Macomb Township Board of Trustees.

### Section 3: Use of PTO for an Absence or Leave Due to Illness or Injury

An employee who is ill or injured and is receiving short-term and/or long-term disability insurance benefits from the Employer’s insurance carrier may use Paid Time-off hours in less than one (1) hour increments to bridge the gap between their normal pay and the disability benefit during the first twelve (12) months of disability. After twelve (12) months of disability, the Township shall pay the employee the balance of their Paid Time-off hours at one hundred percent (100%) value based upon their computed hourly rate of pay at the time of their last day at work. The employee will have the option to be paid in the pay period immediately following the end of twelve (12) months or defer the payment to the last pay period of the calendar year.

A request for Paid Time-off due to illness or injury of the employee or a person living in the employee's immediate household or a family member as covered under the Family Medical Leave Act shall be approved with proper documentation furnished by the employee and/or their representative to the Township in accordance with a Medical Leave of Absence, Personal Leave of Absence, or Family Medical Leave of Absence as found in this agreement and in the appropriate Township policy(ies). Requests for Paid Time-off due to illness or injury of the employee shall be accompanied by a statement from the attending physician upon the request of the Employer when the employee has been absent for five (5) or more consecutive work days or when Requests for Paid Time-off is made by an employee with a history of chronic absenteeism. The medical statement should indicate: (1) When the employee was treated by the attending physician; (2) the period of time the employee was disabled; and if applicable, (3) any restrictions placed upon the employee by the attending physician. Failure to promptly and completely furnish the required information may result in preventing the employee from returning to work and/or discipline being rendered. Finally, the Employer may require a "fitness for duty / work" examination in order to determine an employee's ability to return to work. Such examination shall be paid for by the Employer and administered by the Employer's Occupational Medical Provider.

#### Section 4: Use of PTO under Dual Employment

An employee who maintains "Dual Employment" as described in Article 40, Section 1 of the agreement may request Paid-Time-off from the Township in eight (8) hour increments provided the employee (1) submits a request for Paid-Time-off twenty-four hours in advance of the time requested, (2) receives approval from the Department Head, (3) is in compliance with Article 40: Dual Employment and (4) is not repetitive in nature as described in the next paragraph.

## Section 5: Prohibited Use of PTO

Paid time-off requests shall not be submitted by an employee and/or approved by the Department Head for the purpose of participating in activities or events which would involve repetitive absences from the workplace, i.e., same time and/or day of the week, during regular business hours on a weekly or monthly basis such as golf, baseball, soccer, and hockey leagues, continuing education, childcare, or for performing work for another employer, etc.

## Section 6: Accumulation and Sell-Buy Back

An employee hired before January 1, 2006 may accumulate up to a maximum of nine hundred sixty (960) hours of Paid Time-off. At the end of an anniversary period, the employee will “sell back” to the Township all hours of Paid Time-off in excess of the maximum including the addition of the new anniversary allocation of hours in the employee’s account. The Township will “buy back” the Paid Time-off hours from the employee at seventy-five percent (75%) value. The “buy back” of Paid Time-off hours by the Township shall be limited to those hours above the maximum accumulation of nine hundred sixty (960) hours. The Township will not “buy back” any Paid Time-off hours below the maximum.

An employee hired after January 1, 2006 may accumulate up to a maximum of four hundred eighty (480) hours of Paid Time-off. At the end of an anniversary period, the employee will “sell back” to the Township all hours of Paid Time-off in excess of the maximum including the addition of the new anniversary allocation of hours in the employee’s account. The Township will “buy back” the Paid Time-off hours from the employee at seventy-five percent (75%) value. The “buy back” of Paid Time-off hours by the Township shall be limited to those hours above the maximum accumulation of four hundred eighty (480) hours. The Township will not “buy back” any Paid Time-off hours below the maximum.

## Section 7: Transition Period

Within ninety (90) days from the signing of the agreement, the Finance Director will convert existing Paid Time-off hours consisting of vacation, sick, and personal time to Paid Time-off hours for all eligible, active employees as of the signing date of this agreement.

For employees hired before January 1, 2006, the total hours converted will be limited to nine hundred sixty (960) hours as described under Section 3. The balance of the remaining hours, if any, will be placed into a special account for each eligible employee. The employee will then sell back to the Township any hours held in the special account at fifty percent (50%) value at the computed hourly rate in effect for the first, second, and third years of the Agreement to the Township. The employee shall have the option to have the money contributed to their 457(b) Deferred Compensation account (within the IRS limits) or paid to them in a special paycheck. The balance of hours may be paid in one lump sum at the end of the first year or spread-out over the end of second and third years of the Agreement, however, payment for all hours held in the special account must be completed by the end of the third calendar year of this agreement.

## Section 8: Treatment of Hours and Advance Credit

Paid Time-off shall be treated as hours worked for the purpose of payroll and benefits. Paid Time-off shall not be allowed in advance of being earned.

## Section 9: Paid Time-off While Receiving Workers' Compensation Benefits

An employee who becomes ill or injured while at work resulting in loss time shall continue to earn Paid Time-off hours for up to a maximum of one year provided they are covered under an approved Workers' Compensation claim. In the event of a work related disability lasting more than twenty-four (24) months, the Township shall "buy back" the balance of Paid Time-Off hours from the employee. Payment will be made at

one hundred percent (100%) of value based upon the computed hourly rate at the time of separation. The actual payment for the Paid Time-off hours will be made on next pay day following twenty-four months of disability or the last pay day of the calendar year at the employee's discretion.

#### Section 10: Unpaid Time-off from Work

Paid Time-off hours shall be pro-rated for any unpaid absence from work during the previous anniversary year. Unpaid absence includes leaves of absence, suspension, termination, etc. whereby the employee does not receive compensation from the Township for hours worked.

#### Section 11: Payment in Advance

The Employer shall, upon the written request of an employee, issue a paycheck in advance for Paid Time-off whereby the Employee received pre-approval to be absent from work for more than five (5) consecutive work days. In order to be eligible for an advanced payment, the Employee must submit a written request to the Finance Department twenty-five (25) days prior to the normal pay date.

#### Section 12: Payment at Voluntary Separation in Good Standing, Retirement, or Death

An employee or their estate shall be paid for all Paid Time-off hours in their account upon voluntary separation in good standing, retirement or death. Additionally, the employee or their estate will be paid for hours accrued, but not credited to their balance prior to their anniversary date. Payment will be made at one hundred percent (100%) of value based upon the computed hourly rate at the time of death or at seventy-five percent (75%) upon voluntary separation in good standing or retirement. For the purpose of Paid Time-off, retirement shall mean that the employee shall leave the Township's employ at specified age and/or years of service as specified in Article 38: Retirement. For the purpose of this section, a voluntary separation in good standing

means that the employee provided the Township with a fourteen day notice of his/her resignation.

#### Section 13: Payment at Involuntary Separation

An employee who is involuntarily separated will be paid for all Paid Time-off hours in their account at the time of separation at fifty percent (50%) of value based upon the computed hourly rate at the time of separation. Under involuntary separation, the employee shall not be eligible for any payment of hours accrued but not credited to their account prior to their anniversary date.

#### Section 14: Payment at Time of Layoff

In the event of a layoff, the Township will provide the employee with payment for all Paid Time-off hours in their account and for any hours accrued but not credited to their account prior to their anniversary date at seventy-five percent (75%) of value based upon the computed hourly rate at the time of separation or at the end of the calendar year. The actual payment for the Paid Time-off hours will be made on next pay day following date of layoff or at the last pay day of the calendar year.

## **ARTICLE 25: Holidays**

Section 1: The following days shall be paid holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Presidential Election Day\*

Veteran's Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

When Christmas, Christmas Eve, New Year's or New Year's Eve day falls on a Monday or Friday; then the holiday shall be celebrated on Tuesday or Thursday respectively. If any of the remaining holidays shall fall upon a Saturday; then the preceding Friday shall be observed as the holiday. When holidays fall on a Sunday, then the holiday will be observed on the following Monday.

*\*The Union and the Township agree to discontinue the observance of the Presidential Election Day (holiday) as of January 1, 2013.*

## **ARTICLE 26: Holiday Pay for Water & Sewer Supervisors Only**

### Section 1: Rate of Pay for Holidays

- A. Holiday pay shall be made at the rate in effect at the time for an eight (8) hour workday.
- B. If an Employee is required to work on a holiday, pay shall be made at double the rate in effect at the time for all hours worked, plus the regular holiday pay, except as herein otherwise provided.

## **ARTICLE 27: Working Hours**

### Section 1:

The regular workweek schedule will be from Monday through Friday consisting of eight and one half (8.5) hour days with a sixty (60) minute lunch break of which one half (1/2) hour will be paid. The Board of Trustees or the Township Supervisor will establish the hours of operation for the Township. Employees will be given a seven (7) day advance notice of any change in hours of the standard workweek.

### Section 2:

- A. In recognition that certain departments of the Township, i.e., Parks & Recreation, operate on a seven day basis in excess of eight and a half ( 8 ½) hours per day in order to provide service to the public; the Department Head, with the approval of the Township Supervisor, may establish “flexible” work schedules for specific employees. Under a flexible work schedule, an employee may deviate from the normal eight and a half (8 ½) hour workday whereby the employee will work a total of eighty (80) hours (excluding unpaid lunch breaks) during the pay period.

- B. Additionally, some departments of the Township may be required to address special events, i.e., elections, maintenance of building, special meetings, etc. whereby a salaried employee is required to work hours outside of the regular workweek. In those special situations, the Department Head / the respective Elected Official (Supervisor, Clerk or Treasurer), may adjust or flex their work schedule within the current pay period or the pay period prior to or after the current pay period whereby the eighty hour work schedule is maintained. However, under no circumstance should the flexible period exceed the six week period of time, with the exception of the Clerk's Office which shall have a period of ninety (90) days to utilize flex time due to the election cycle.
- C. Flexible work schedules should not be construed as "comp time". The Township has not agreed to compensate employees for hours worked in excess of forty hours in a workweek or to create another form of banked time-off with pay.
- D. In administering a flexible work schedule, aka "flex-time", the Township and the affected employee shall adhere to guidelines as follows:
1. Flexible work schedule shall be pre-approved in recognition of a special Township event or activity.
  2. Flex -time should be earned before used.
  3. Flex-time should be taken in one hour increments.
  4. Flex-time should be documented and approved in writing by the employee and the Department Head / Elected Official.
  5. In general, Flex-time should be taken in the same pay period as the special event or activity occurs.

6. Flex-time does not apply to salaried employees who are eligible under the agreement for overtime as addressed in Article 28.
7. Flex-time does not apply to the attendance of off-site conferences and/or meetings.
8. Elected Officials and their Department Heads shall administer flex-time within their respective offices and departments and maintain a written record in the event of a review by Human Resources or Finance be necessary.

Section 3:

All employees shall be allowed two (2) ten (10) minute breaks with pay each day: one (1) break in the first half of their day and one (1) break in the second half of their day.

Section 4:

In the event of emergency weather conditions, two (2) of the three (3) elected full-time Officials (Supervisor, Clerk and Treasurer) may determine that the Township offices should be closed; then the employees covered by the terms of this Agreement shall not be required to report for work or may leave work early except where such employees are required to perform essential operations of the Township. Under such circumstances, the loss of time shall be paid and excused and not deducted from the employee's regular pay or accumulated leave time.

#### Section 5: Four Day Workweek

The Union and the Township agree to explore a four day workweek at a later date during the time of this agreement should the opportunity arise.

### **ARTICLE 28: Overtime - Water & Sewer Supervisors Only**

#### Section 1: Pay

Water & Sewer Supervisors shall be paid at time and one half (1 ½) the computed hourly rate for all hours worked from Monday through Saturday beyond forty (40) hours and at two (2) times the computed hourly rate for all hours worked on a Sunday or on a Township observed holiday. When overtime is worked on a Township observed holiday, the overtime pay will be in addition to holiday pay.

#### Section 2: Call-in Pay

If a Water & Sewer Supervisor is “called in” to work during an emergency; then he/she shall be paid a minimum of two (2) hours at the established overtime rate of pay regardless of the time actually worked during the first two (2) hours.

#### Section 3: Overtime Approval

The Township Supervisor shall be responsible for the approval of any request for overtime as submitted by the Water & Sewer Superintendent or the Assistant Water & Sewer Superintendent except for those emergencies in which an immediate decision is required.

## ARTICLE 29: Longevity Pay

### Section 1:

- (a) Employees hired before January 1, 2006 will be eligible to receive longevity pay in addition to their regular salary and in accordance with their respective years of service.
- (b) Employees hired after on or after January 1, 2006 *are not* be eligible to receive longevity pay.

### Section 2:

The percentage listed below is to be applied to annual base salary in effect during the pay period preceding the anniversary date of hire with total amount due not to exceed \$3,500.

### Section 3:

Longevity pay will be based upon continuous years of service as of the anniversary date of hire each year as follows:

<u>Years of Continuous Service</u>	<u>Percent of Base Pay</u>
Upon Completion of:	
Five (5) years of service	2%
Eight (8) years of service	3%
Ten (10) years of service	4%
Fifteen (15) years of service	5%
Twenty (20) years of service	6%

Section 4:

Longevity pay shall be due and payable in a lump-sum payment on the first pay day subsequent to the anniversary date of hire in each year during the term of this Agreement. Longevity payments shall be made on a separate check. Upon an employee's voluntary separation of employment, retirement, or death, the employee or their estate (in the case of death), shall be paid his/her longevity pay for the current period on a pro-rata basis computed from the anniversary date of hire to the date of separation, retirement, or death as the case may be.

## **ARTICLE 30: Jury Duty**

Section 1:

An employee who serves on jury duty shall be paid their regular pay. The employee shall provide the Township with court furnished documentation and sign over any funds received for such service to the Township.

Section 2:

All days served on Jury Duty will be considered regular working days and time served will not be deducted from accumulated time-off.

## **ARTICLE 31: Medical & Hospitalization, Vision, and Dental Insurance For Years 2011 and 2012**

### Section 1: Medical & Hospitalization

The Employer shall provide the following medical and hospitalization coverage as follows:

- (a) Employees hired before January 1, 2006 are eligible to participate in the Blue Cross Blue Shield Community Plan 1 (PPO) at the Township's expense. Eligible family members will include the employee's spouse and eligible children Under the Health Care Reform Act, as amended. Additionally, employees will be eligible to participate in the Blue Cross Blue Shield Traditional Plan or the Blue Care Network Plan (HMO) provided they pay any additional cost above that of the PPO Plan via payroll deduction.
- (b) Employees hired on or after January 1, 2006 shall be eligible for the Blue Care Network (HMO) at the Township's expense. Eligible family members will include the employee's spouse and eligible children Under the Health Care Reform Act, as amended. Employees will also be eligible to participate in the Blue Cross Blue Shield Traditional Plan 1 or the Community Plan 1 (PPO) provided they pay any difference in additional cost
- (c) An employee shall become eligible for Medical & Hospitalization, Dental and Vision insurance on the first day of the month following ninety (90) days of continuous employment.
- (d) Upon separation of employment excluding retirement under Article 36, Health Insurance coverage shall continue until the last day of the month.

- (e) Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the hospitalization and medical contract.
- (f) Under the three medical plans offered by the Township, prescription drugs will be offered with a \$10 co-payment for generic drugs and a \$20 co-payment for brand name drugs.
- (g) Please refer to “Benefits at a Glance” statements from Blue Cross Blue Shield or the Blue Care Network for further information regarding medical benefits.

## Section 2: Dental Insurance

The Employer shall provide dental insurance through the Delta Dental Plan of Michigan as follows:

- (a) An employee shall become eligible for dental insurance on the first day of the month following ninety (90) days of continuous employment.
- (b) Upon separation of employment excluding retirement under Article 36, dental insurance coverage shall continue until the last day of the month.
- (c) Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the Delta contract.
- (d) Please refer to “Benefits at a Glance” statements from Delta Dental for further information regarding dental benefits.

#### Section 4: Vision Insurance

The Employer will provide employees with vision coverage under the Blue Cross Blue Shield Vision Service Plan (VSP) as follows:

- (a) An employee shall become eligible for vision insurance on the first day of the month following ninety (90) days of continuous employment.
- (b) Upon separation of employment excluding retirement under Article 38, vision insurance coverage shall continue until the last day of the month.
- (c) Enrollment: Where two (2) subscribers are eligible under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the VSP contract.
- (d) Please refer to “Benefits at a Glance” statements from Vision Service Plan for further information regarding vision benefits.

#### *Section 6: Opt-out Provision*

An employee who is covered with medical & hospitalization insurance through a source other than Macomb Township may choose to “opt-out” (decline) of the medical, dental, and vision coverage provided by Macomb Township. In declining, the employee must “opt-out” of all insurance provided under medical & hospitalization, dental, and vision coverage. Proof of alternative coverage for medical & hospitalization insurance must be furnished to Human Resources at the time of election. This option may only be selected or changed upon eligibility following the date of hire or during the annual open enrollment period.

In lieu of the Township provided Medical & hospitalization, dental, and vision coverage, the employee shall receive a monthly cash payment. The monthly cash payment will be equal to fifty percent (50%) of the monthly cost for medical & hospitalization (PPO or

HMO), dental, and vision coverage for the single rate plan. The monthly cash payment will be paid on a bi-weekly (1/26) basis.

The Human Resources Director will determine the monthly cost of the single rate plan at the beginning of each calendar year.

Example for employees hired before January 1, 2006:

Medical (PPO)	\$471.27
Vision	13.05
Dental	<u>38.78</u>
	\$523.10

$$\$523.10 \times 50\% = \$261.55$$

$$\frac{\$261.55 \times 12}{26} = \$120.72$$

Cash payment per pay period \$120.72

Example for employees hired on or after January 1, 2006:

Medical (HMO)	\$364.45
Vision	13.05
Dental	<u>38.78</u>
	\$416.28

$$\$416.28 \times 50\% = \$208.14$$

$$\frac{\$208.14 \times 12}{26} = \$96.06$$

Cash payment per pay period \$96.06]

The employee, subject to the terms and conditions of the insurance contracts in effect at the time of the election, may reinstate coverage in the event alternative coverage for which he/she was insured is terminated. The employee will have to furnish proof of such change to Human Resources. Upon reinstatement of insurance benefits through the Township all payments under the Opt-out provision shall cease.

## Section 7: Notification to the Employer

All employees covered under medical & hospitalization, dental, vision, and life insurance programs provided by the Township have the responsibility to promptly notify (within thirty (30) days) the Township of any event that may affect their or their dependent's eligibility under these programs. Should an employee fail to report any change in dependent eligibility within thirty (30) days of a qualifying event, then the employee will reimburse the Township for all insurance premiums paid for an ineligible dependent from the date of ineligibility. The repayment of such premiums may be made in cash or through payroll deduction. This repayment provision is in addition to any independent action taken by an insurance carrier.

## Section 8: Medical & Hospitalization, Dental and Vision Insurance for Years 2013, 2014, and 2015

The Union and the Township will continue negotiations immediately after the signing of this agreement to determine plan design changes including co-pays and deductibles, co-insurance, and premium sharing and other options for the purpose of controlling costs and/or reducing premiums for medical & hospitalization, dental, and vision insurance. The Union and the Township shall implement such agreed upon changes on a timely basis in order for new rates to become effective on January 1, 2013. The Union and the Township further agree to extend an invitation to participate in "interest based bargaining" to the Michigan Association of Fire Fighters representing full-time firefighters and to the Michigan Association of Public Employees representing the Township's full-time hourly employees.

## **ARTICLE 32: Disability insurance**

- (a) The Employer shall provide short-term and long-term disability insurance. Short-term disability insurance benefits will begin on the first day of injury and on the eighth day for illness for a period of one hundred eighty (180) days. The plan will provide a monthly benefit of seventy percent (70%) of base salary for one hundred eighty (180) days. Long-term disability insurance will begin on the one hundred eighty first (181st) day of disability. The plan will provide a monthly benefit of seventy percent (70%) of base salary for twelve (12) months and sixty percent (60%) of base salary thereafter. Employees shall be subject to the definition, eligibility, exclusions, limitations and general provision of the insurance policy.
- (b) Employees will become eligible for disability insurance on the first day of the month following ninety (90) days of continuous employment.
- (c) Employees will continue to accrue paid time-off hours while collecting short-term disability insurance benefits.

## **ARTICLE 35: Group Term Life Insurance**

### Section 1: Amount

The Employer shall provide each Employee covered under this agreement with group term life insurance at an amount equal to one times the employee's annual base salary plus an accidental death and dismemberment (AD&D) rider within ninety (90) days from the signing of this agreement. The provider of such coverage will be at the discretion of the Employer

## Section 2: Effective Date of Coverage

Employees shall become eligible for group term life insurance on the first day of the month following ninety (90) days of continuous employment.

## Section 3: Termination of Coverage

Group term life insurance will end upon separation of employment from the Employer except for coverage provided under Article 36 – Retirement.

# **ARTICLE 34: Uniforms**

## Section 1: Water & Sewer Supervisors Only

The employer shall provide five (5) work uniforms at the selection of the Employer during March of each year. The Employer shall also provide, if needed, a raincoat, hat, special work boots, coveralls, and winter & spring jackets. The Employees shall be responsible for laundering these garments as required.

## Section 2: New Water & Sewer Employees

New Employees shall be issued uniforms at the time of hire. The quantity of uniforms issued will be in accordance with the season as well as pro-rated.

## **ARTICLE 35 – Mileage Reimbursement**

### Section 1:

Employees who are required to use their personal vehicle in the performance of their job will receive a non-taxable reimbursement for mileage at a rate as determined by the Internal Revenue Service. Mileage reimbursement will be made on a monthly basis.

### Section 2:

Requests for reimbursement of mileage will be documented and supported on a reimbursement form furnished by the Employer.

## **ARTICLE 36 - Retirement**

### Section 1: Pension

The employer agrees to provide a Defined Contribution 401(a) Pension Program whereby the employer will contribute an amount equal to ten percent (10%) of the employee's annual salary (base pay only) with the employee contributing an amount equal to five percent (5%) of their annual salary. Participation in this plan begins on the first day of the month following ninety (90) days of continuous employment.

(Refer to the plan document for further information regarding the Macomb Township 401(a) Group Pension Plan.)

### Section 2: Deferred Compensation Plan

The employer will sponsor a 457(b) Deferred Compensation Plan as a supplemental retirement plan to eligible employees. Employee participation in this plan is totally

voluntarily and may begin on the first day of the month following ninety (90) days of continuous employment. Under this plan, an employee may defer compensation according to the Internal Revenue Service (IRS) regulations as follows:

<u>Year</u>	<u>Maximum Annual Contribution</u>
2011	The lesser of: 100% of compensation, or \$16,500

For those employees age fifty (50) and older, additional catch-up contributions are allowed:

<u>Year</u>	<u>Maximum Annual Contribution</u>
2011	\$5,500 {for a total of \$22,000/year (\$16,500 + \$5,500)}

Finally, for those employees within three (3) years of normal retirement age, there is an additional catch-up provision available:

<u>Year</u>	<u>Maximum Annual Contribution</u>
2011	The lesser of: Two (2) times the annual limit (\$16,500 x 2 = \$33,000), or the basic annual limit (\$16,500) plus the amount of the basic limit not used in prior years (only allowed if the employee is not using the age 50 or over catch-up contribution limit)

The IRS will determine and publish maximum annual contribution limits annually for years beyond 2011. These annually published IRS limits will be observed by the Township.

(Refer to the plan document for further information regarding the Macomb Township 457(b) Deferred Compensation Plan.)

### Section 3: Insurance

A. For employees hired before January 1, 2012, the Employer shall provide medical & hospitalization, dental, vision, and life insurance coverage for any employee who retires under this agreement. The hospitalization & medical, dental and vision coverage shall also include the spouse of the retiree at the date of retirement. Hospitalization & medical, dental and vision coverage shall not include any children or any other dependant of the retiree. To be eligible, an employee shall:

1. Be age fifty-five (55) or older with ten (10) or more years of full-time employment with Macomb Township, or
2. Have twenty-five (25) years or more of full-time employment with Macomb Township.

B. Employees hired after December 31, 2011 are not eligible for medical & hospitalization, dental, and vision. However, such employee shall be eligible for \$15,000 of Group Term Life Insurance provided they:

1. Be age fifty-five (55) or older with ten (10) or more years of full-time employment with Macomb Township, or
2. Have twenty-five (25) years or more of full-time employment with Macomb Township.

C. Any eligible employee hired before December 31, 2011 who retires under this agreement shall receive medical & hospitalization, dental, vision, and life insurance coverage provided by the Township as provided to active employees as follows:

- Medical & Hospitalization: Blue Cross Blue Shield Community Blue Plan 1 (Paid Provider Organization or PPO);
- Dental: Delta Dental Plan of Michigan;
- Vision: Blue Cross Blue Shield VSP Vision Plan; and
- Life insurance: Group Term Life Insurance in the amount equal to \$15,000.

An employee who retires from the Township may elect to participate in another medical and hospitalization plan, currently the Blue Cross Blue Shield Traditional Plan or the Blue Care Network (Health Maintenance Organization or HMO) provided they pay any additional premiums exceeding the rate of the Community Blue Plan 1.

A retired employee's spouse shall have the option of the same coverage as provided to the retired employee through the Township, at any time (including after the death of the retired employee) provided the spouse is not eligible for benefits elsewhere that are equal to or better than coverage provided by the Township. Retirees will automatically be transferred to complimentary traditional medical coverage, as they become eligible for Medicare.

If an active employee was retiree eligible under Section 3.A.1 or 2 at the time of death, then their spouse shall be eligible to receive medical & hospitalization, dental, vision insurance from the Township provided the spouse is not eligible for benefits elsewhere that are equal to or better than coverage provided by the Township or until such time that he/she remarries, if applicable.

#### Section 4: Medicare

Upon eligibility for Medicare, a retired employee must seek those benefits and provide the Township with dates of coverage. Medical benefits shall then change to a complimentary benefit package.

### **ARTICLE 37: Severability**

This Agreement and each of the terms and conditions are subject to the laws of the State of Michigan in all respects and in the event that any provision is determined to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this agreement.

### **ARTICLE 38: Compensation**

1. The Township and the Union agree to a wage freeze for years one and two of the agreement as follows:

	<u>Hired Before</u> <u>01/01/2006</u>	<u>Hired After</u> <u>01/01 2006</u>
Director, Assessor, Official, Superintendent:	\$91,207	\$91,207
Deputy Assessor	\$86,091	\$86,091
Assistant Official, Director, Superintendent	\$79,806	\$79,806
Manager	\$72,837	\$72,837

	<u>Hired Before</u> <u>01/01/2006</u>	<u>Hired After</u> <u>01/01 2006</u>
Supervisor:		
a. Building or Water & Sewer	\$69,672	\$69,672
b. Clerk's Office	\$69,672	\$63,816
c. Parks & Recreation	\$59,703	\$59,703
d. Fire RMS	\$56,275	\$56,275
Specialists (IT, HR, Accounting, Purchasing, etc.)	\$69,672	\$63,816

2. Wage Re-opener

The Township and the Union agree to re-open the Agreement a minimum of thirty (30) days prior to December 31, 2012 for the purpose of negotiating wages for the period of January 1, 2013 through December 31, 2015.

2. Transition Period for those Employees in Progression:

In recognition of the termination of wage progression, any employee who was in progression will receive the established salary as found in Section 1 above within thirty (30) of the signing of this agreement.

## **ARTICLE 39: Drug & Alcohol Free Work Environment**

Macomb Township and AFSCME Local 1917.43 are dedicated to the well-being and safety of its elected officials, employees, and the community that we serve. We are committed to maintain and/or improve our services to the community. We acknowledge and agree that alcohol and drug abuse in the workplace is a national problem. Macomb Township and AFSCME Local 1917.43 have a strong commitment to its employees and the public that we serve to provide an alcohol and drug free work environment. Therefore, the Township and the Union have agreed to incorporate the Drug-Free Workplace Policy and dated September 1, 2004 into the Collective Bargaining Agreement for regulated drivers (CDL) and all other employees covered by this agreement as presented in Appendix B and C in accordance with Federal regulations (49 CFR parts 40 and 382 and the Michigan Motor Carrier Safety Act No. 339 of 1990 {MCL 480.11}) governing the use of controlled substances, abuse of alcohol, and testing programs designed to deter and detect the use of alcohol and/or controlled substances in our workplace.

## **ARTICLE 40: Dual Employment**

### Section 1: Declaration of Dual Employment

Any employee who maintains employment outside of the Township shall notify the Township in writing of such employment on or before January 10<sup>th</sup> of every year or upon attainment of such employment whether the employment is obtained through another employer or by self-employment. Notification will include name of employer, date of hire, classification, and hours to be worked.

### Section 2: Conflict of Interest

Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of the Township. As in all other facets of their

duties, employees dealing with residents, suppliers, contractors, or any person doing or seeking to do business with the Township are to act in the best interest of the Township. Each employee shall make prompt and full disclosure in writing to the Board of Trustees, of any potential situation which may involve a conflict of interest. Such conflicts include:

Ownership by employee or by any member of their family of a significant interest in any outside enterprise which does or seeks to do business with the Township.

Serving as a director, officer, partner, consultant, or in a managerial or technical capacity with an outside enterprise which is seeking to do business with the Township. Exceptions to this section can be granted by the Board of Trustees.

Acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the Township.

Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of Township.

Employees shall not seek or accept for themselves or others any gifts, favors, or entertainment unless it is a benefit that does not exceed the value of \$100; or cash payments of any value from any persons or business organization that seek to do business with the Township.

The receipt of cash or cash equivalent such as stocks or other forms of marketable securities of any amount, including loans; acceptance of trips or transportation (i.e., plane tickets, limousine, helicopter, etc.); use of vacation homes or other private facilities is strictly prohibited.

### Section 3: Dual Employment

Any employee who maintains dual employment shall not place the interests of the other employer(s) over the interests of their employment with the Township. Any work performed for another employer shall not take place during the normal hours of employment with the Township.

### Section 4: Paid Time-off

An employee who maintains “dual employment” may request Paid Time-off from the Township in eight (8) hour increments in accordance with Article 24, Section 5.

## **ARTICLE 41: Worker’s Compensation**

### Section 1:

Each employee covered under this agreement shall be protected by applicable Michigan Worker’s Compensation Laws as amended from time to time. Any employee who becomes injured during the performance of the employee’s duties shall report the injury within twenty-four (24) hours or as soon as possible on forms provided by the Employer.

### Section 2:

Any check issued under Worker’s Compensation will be signed over to the Employer and the Employer will continue paying regular wages to the employee to prevent loss of pension contributions.

Section 3:

The Employer agrees to continue all insurance coverage and other benefits during the period of time the employee is disabled for up to one (1) year and within the maximum time permitted by the insurance carrier.

Section 4:

The Employer shall pay for time-off prior to when Worker's Compensation benefits begin and the employee shall not suffer a reduction in paid time-off hours due to a work related injury or illness.

## **Article 42: Effective Date and Duration**

Section 1:

This Agreement shall be effective the first day of January 1, 2011 and shall continue in full force and effect until December 31, 2015.

Section 2: Extensions

In the event that negotiations extend beyond the expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any agreement upon a new Collective Bargaining Agreement.

All Letters of Understanding agreed to during the last collective bargaining agreement will be incorporated into the new agreement. Any Letters of Understanding or provision thereof that is not incorporated into the new collective bargaining agreement shall be discontinued.

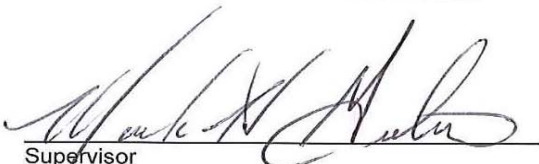
Unless otherwise noted in this agreement, all changes will become effective once the agreement is signed by both the Employer and the Union.

Furthermore, it shall be noted that the parties arrived at a Tentative Agreement on June 28, 2011 contingent upon a final review of the language of the Tentative Agreement which was held on July 12, 2011. Later that day, the Union presented the Tentative Agreement to their constituents for ratification. Ratification was obtained that same date. The Human Resources Director with the approval of the Township Negotiating Team then presented the Tentative Agreement to the Macomb Township Board of Trustees, Employer, for approval on July 13, 2011. The Board of Trustees approved the Tentative Agreement contingent upon a review by legal counsel with a signing date scheduled for August 16, 2011.

IN WITNESS WHEREOF, the Employer and Union have caused this Agreement to be executed by their duly authorized representatives at the Township of Macomb, Macomb County, Michigan, this 16th day of August 2011.

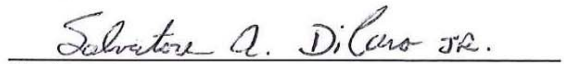
**TOWNSHIP OF MACOMB  
MACOMB COUNTY, MICHIGAN**

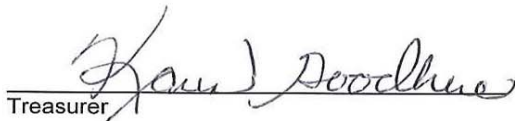
**MACOMB TOWNSHIP LOCAL 1917.43  
MICHIGAN AFSCME COUNCIL 25**

  
\_\_\_\_\_  
Supervisor

  
\_\_\_\_\_  
Staff Representative


\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Vice Chairperson

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Union Representative

  
\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_  
Union Representative

**APPENDIX A DRUG-FREE WORKPLACE POLICY (Regulated CDL)**

# Township of Macomb

REGULATED DRIVERS (CDL)

**U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
(FMCSA)  
Drug-Free Workplace Policy**

**Effective  
September 1, 2004**



565 Braund Street, P.O. Box 67, Onalaska, WI 54650  
(800) 873-3733 ♦ (608) 782-3733 ♦ Fax: (608) 782-7794

## Table of Contents

	<u>Page</u>
Purpose and Coverage .....	2
Non-Discrimination.....	2
Criteria for Employees Subject to Testing .....	2
Definition of Safety-Sensitive .....	2
Definitions .....	3
Tests Required.....	4
Pre-Employment/Pre-Placement .....	4
Post-Accident.....	5
Random .....	6
Reasonable Suspicion .....	7
Return-to-Duty .....	7
Post-Rehabilitation/Follow-Up .....	8
Policy Prohibitions.....	8
Consequences for Policy Violations .....	9
Voluntary Admission of Drug/Alcohol Use.....	9
Summary of Alcohol Testing Procedures .....	10
Summary of Drug Testing Procedures .....	11
Education and Training.....	13
Acknowledgement.....	13
Reservation of Rights.....	13
Signs and Symptoms of a Drug-Alcohol Problem .....	14
Effects of Alcohol and Drugs .....	14
Acknowledgement of Receipt of Policy.....	17

## **PURPOSE AND COVERAGE**

The U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration (FMCSA), an agency within the DOT, have issued regulations (49 CFR, Parts 40 & 382, hereinafter referred to as "DOT regulations") which govern the use of drugs and alcohol by employees who hold a Commercial Driver's License (CDL) and drive a Commercial Motor Vehicle (CMV). The DOT requires an employer conduct drug and alcohol testing of its drivers at the times and under the conditions described in this Policy. The regulations apply to every person who operates a CMV in interstate, foreign, or intrastate commerce, to all employers of such persons and to all states. Please direct all questions regarding this Policy to Macomb Township's Designated Employer Representative (DER).

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

The goal of Macomb Township's Policy and the testing of drivers is to ensure a drug and alcohol free transportation and work environment, to reduce and eliminate drug and alcohol related accidents, injuries, fatalities, and damage to Macomb Township property. For the purpose of this Policy, any employee performing under the definitions described below will be referred to as "driver."

## **NON-DISCRIMINATION**

In accordance with the requirements of the Americans with Disabilities Act, Macomb Township does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in the use of illegal drugs and who do not otherwise violate the provisions of this Policy, including but not limited to individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaging in such use.

## **CRITERIA FOR EMPLOYEES SUBJECT TO TESTING**

Under Macomb Township's Policy and DOT Federal Motor Carrier Safety Administration (FMCSA) regulations, drivers who hold a CDL and drive a CMV are subject to the drug and alcohol testing in accordance with federal regulations. CMV means a motor vehicle or a combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

- ⇒ Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds), inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- ⇒ Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- ⇒ Is designed to transport 16 or more passengers, including the driver; or
- ⇒ Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to have a placard under the Hazardous Materials Regulations.

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

## **DEFINITION OF "SAFETY-SENSITIVE"**

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

For the purpose of this Policy and Macomb Township drug and alcohol testing program, employees are considered to be performing a safety-sensitive function and subject to drug and/or alcohol testing at the following times:

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

**DEFINITIONS**

Definitions as used under this Policy are set forth below and in greater detail in 49 CFR §§ 40.3 and 382.107.

**Drug:**

For purposes of this Policy, “drug” means a controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 USC § 812. The term includes prescribed drugs not legally obtained, prescribed drugs not being used for prescribed purposes, and any prescribed drugs not taken in accordance with a prescription. In other words, medications prescribed for someone other than the driver will be considered unlawfully used under any circumstances. Pursuant to DOT regulations, all DOT-required drug tests must test for the following substances identified in 49 CFR § 40.85: marijuana, cocaine, amphetamines, opiates (e.g., opium, heroin, morphine or codeine) and phencyclidine (i.e. PCP or “angel dust”). Macomb Township reserves its independent authority and discretion to prohibit and test for other drugs, as defined above, within the limits of applicable state law.

**Confirmation Test:**

**Alcohol:** A second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration.

**Drugs:** A second analytical procedure to identify and quantify the presence of a specific drug or metabolite that is independent of the screening test.

**Disabling Damage:**

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

**Included:**

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

**Excluded:**

1. Damage, which can be remedied temporarily at the scene of the accident without special tools or parts.
2. Tire disablement without other damage even if no spare tire is available.
3. Headlight or taillight damage.
4. Damage to turn signals, horn, or windshield wipers, which makes them inoperative.

**Driver:**

Any person who holds a CDL and operates a CMV, which falls under the specific DOT criteria. This includes, but is not limited to, full-time or part-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

**Refuse to Submit:**

A refusal to submit to a required drug and/or alcohol test (also "refusal to test") means that a driver:

1. Fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by Macomb Township, consistent with applicable DOT agency regulations, after being directed to do so by Macomb Township. This includes the failure of an employee (including an owner-operator) to appear for a test when called by Macomb Township Consortium/Third-Party Administrator (C/TPA);
2. Fails to remain at the testing site until the testing process is complete.
3. Fails to provide a urine specimen for any drug test, or fails to provide an adequate amount of saliva or breath for any alcohol test required by Part 382 or other DOT agency regulations.
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the driver's provision of a specimen;
5. Fails to provide a sufficient amount of urine, saliva or breath when directed, and/or, with respect to urine or breath, it has been determined through a required medical evaluation that there was no adequate medical explanation for the failure;
6. Fails or declines to take a second test Macomb Township or collector has directed the driver to take (see, for instance, 49 CFR § 40.197(b));
7. Fails to undergo a medical examination or evaluation as directed by the MRO as part of the verification process, or as directed by the DER pursuant to 49 CFR § 40.193 or 49 CFR § 40.265(c);
8. Fails to sign the certification at Step 2 of the ATF;
9. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
10. Is reported by the MRO as having a verified adulterated or substituted test result.

Any driver who refuses to submit to a required drug and/or alcohol test or otherwise fails to cooperate with any part of the testing process is in violation of this Policy. Any driver who refuses such a test will be subject to the consequences described in the "Consequences for Policy Violations" section.

**TESTS REQUIRED**

In general, DOT regulations require Macomb Township conduct, and a driver submit to, drug and/or alcohol tests at the following times and under the following conditions:

**PRE-EMPLOYMENT/PRE-PLACEMENT**

A drug test is required before any driver-applicant will be hired to perform a safety-sensitive function. A drug test will also be required before any current employee in a non-regulated position will be assigned, transferred or otherwise permitted to operate a commercial motor vehicle on behalf of Macomb Township for the first time. Prior to taking a pre-employment/pre-placement drug test, the applicant will be given forms notifying the applicant to report for a drug test. All offers by Macomb Township to hire an applicant for, or to assign or transfer an applicant to, a driver position are conditioned upon the applicant:

- ⇒ Signing Macomb Township's "Pre-Employment Acknowledgement Form" (MF109);
- ⇒ Taking and providing a negative drug test as directed by Macomb Township;
- ⇒ Authorizing Macomb Township to obtain past drug and alcohol test results. The "Previous DOT-Testing History Form (MF107)" permits Macomb Township to obtain past drug and alcohol test results, including any refusals to test, from each DOT-regulated employer for whom the driver either worked, took, or refused to take, a drug and/or alcohol test during the past two (2) years;
- ⇒ Providing Macomb Township with information regarding whether they have tested positive or refused to test on any DOT required pre-employment drug or alcohol test in which the applicant applied for, but did not obtain a safety-sensitive position in the preceding two (2) years (MF106);
- ⇒ Passing DOT-required physical exam required for driver positions;
- ⇒ Complying with any other conditions or requirements of which Macomb Township advises the applicant at the time of the offer.

Pursuant to DOT regulations, Macomb Township must make a "good faith effort" to obtain a driver's previous testing information from the driver's prior DOT-regulated employers, and such prior employers are required to provide the previous testing information to Macomb Township. This information should be obtained before the driver first performs safety-sensitive functions, unless this is not feasible, in which case the information should be obtained as soon as possible. In any event, a driver will not be allowed to perform a safety-sensitive function after 30 days from the date he or she first performed a safety-sensitive function, unless Macomb Township has obtained or made and documented a good faith effort to obtain the previous testing information. **A separate release for each prior employer must be signed by the applicant for the prospective employer to legally receive and utilize information.** In addition, applicants must also complete a separate form indicating whether they have tested positive or refused to test on any pre-employment drug or alcohol test administered by an employer to which the applicant applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol rules during the past two (2) years. The standard ChoicePoint Master Forms MF106 and MF107 should be used for this purpose.

Prior to the first time a current employee performs a safety-sensitive function for Macomb Township, the employee will undergo a drug test. Macomb Township will not allow an employee to perform a safety-sensitive function unless and until Macomb Township has received a negative test result for the employee.

A verified positive drug test will disqualify an applicant/employee from a safety-sensitive position and the conditional offer of employment in such a position will be withdrawn. Before an applicant/employee with a verified positive pre-employment drug test may be reconsidered for a safety-sensitive position with Macomb Township or any other DOT-regulated employer, the applicant/employee must complete the DOT-required Post-Violation/Return-to-Duty process as described herein.

#### **POST-ACCIDENT**

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

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

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

Whenever a driver is involved in a DOT Accident and is not tested for drugs and/or alcohol by a law enforcement official, the driver is required to immediately contact his/her supervisor or other Municipal official and remain available to be tested. A driver who is subject to post-accident testing must remain available for testing or Macomb Township may consider the driver to have refused to submit to testing. The procedures should be followed as detailed on the Driver's Post-Accident Checklist. **(Note to Macomb Township: You must provide a Driver's Post-Accident Checklist to all drivers).** The standard ChoicePoint Master Form MF114 should be used for this purpose.

As permitted by DOT guidance and based on Macomb Township's independent authority, drivers involved in a DOT Accident and required to take a Post-Accident drug and/or alcohol test will be removed from safety-sensitive duties until the Post-Accident test results are reported to Macomb Township. While awaiting the Post-Accident test results, the driver will be placed on non-disciplinary suspension. Hourly (non-exempt) employees will not be compensated for time missed from work if the test result is positive, adulterated or substituted, but will be compensated if the test result is negative.

#### **Alcohol:**

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

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

#### **Drugs:**

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

In the event of a DOT Accident that involves a traffic citation, the citation must have been issued within the foregoing prescribed time periods (8 hours for alcohol and 32 hours for drugs from the time of the accident) to trigger a referral for a DOT post-accident test. In the event a traffic citation is not issued within the prescribed time periods and no DOT post-accident test is performed, Macomb Township reserves the right, as recognized by the DOT, to require a non-DOT post-accident test based on its independent authority and discretion, and within the limits, if any, of applicable law. Drivers may refer to Macomb Township non-DOT policy, if any, concerning non-DOT testing.

#### **RANDOM**

Every driver shall submit to random testing as directed by Macomb Township pursuant to DOT regulations. All such tests will be unannounced and performed at reasonable intervals throughout the year. Whenever a driver is randomly selected to be tested, he/she will be notified of their selection and instructed to immediately report to the collection site. A driver who tests positive or refuses to submit to a test is medically unqualified to drive and/or perform any other safety-sensitive function.

Each driver selected for random testing shall be tested during the selection period. If a driver selected for random testing is on vacation, temporary layoff, medical leave or otherwise not at work, the driver must be referred for a random test upon his/her return to work. Macomb Township will not skip or select an alternate in the event a selected driver is unavailable for testing on any particular day during the random selection period. If a driver selected for random testing does not return to work before the beginning of a new random selection period (i.e., the next random draw), Macomb Township will ensure that a sufficient number of drivers are subsequently selected so the annual testing rate is not less than the minimum annual percentage rates established by the FMCSA for random drug and alcohol testing.

**Alcohol:**

The annual rate for random alcohol testing is set by the FMCSA. Drivers may be tested just before, during, or just after performing a safety-sensitive function.

**Drugs:**

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

**REASONABLE SUSPICION**

Each driver is required to submit to a drug and/or alcohol test whenever a supervisor or Municipal official has reasonable suspicion (also referred to as "reasonable cause") to believe that a driver has used drugs/alcohol in violation of DOT regulations. Reasonable suspicion will exist when a driver's appearance, behavior, speech, and/or body odors indicate drug/alcohol use, or the chronic and withdrawal effects of drugs/alcohol. Whenever a driver is notified that there is reasonable suspicion to be tested, the driver is expected to report to the test/collection site immediately and will be escorted. Documentation of the employee's conduct and/or appearance leading to a reasonable suspicion drug/alcohol test must be prepared and signed by the supervisor or Municipal official who made the observations within twenty-four (24) hours of the observed behavior, or before the results of the drug/alcohol test are released, whichever is earlier. The standard ChoicePoint Master Form MF111 should be used for this purpose.

As permitted by DOT guidance and based on Macomb Township's independent authority, following a reasonable suspicion determination that leads to a Reasonable Suspicion drug and/or alcohol test, a driver will be removed from safety-sensitive duties until the Reasonable Suspicion test results are reported to Macomb Township. While awaiting the Reasonable Suspicion test results, the driver will be placed on non-disciplinary suspension. Hourly (non-exempt) employees will not be compensated for time missed from work if the test result is positive, adulterated or substituted, but will be compensated if the test result is negative.

**Alcohol:**

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

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

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

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

**Drugs:**

Drug testing should be administered as soon as possible after making a reasonable suspicion determination. If unable to drug test within thirty-two (32) hours, the employer must cease attempts and document the reason(s) why the test was not conducted.

**RETURN-TO-DUTY**

A driver who has been removed from his/her safety-sensitive function due to a DOT drug or alcohol regulation violation (e.g., a positive test, refusal to test, etc.) must provide a negative drug and/or alcohol test before being allowed to return to a safety-sensitive function. This test must be completed after an initial and follow-up evaluation by a Substance Abuse Professional (SAP), after the SAP's determination that the driver has successfully complied with prescribed education and/or treatment, and before resuming performance of a safety-sensitive function. The result of the alcohol test must be less than 0.02.

The return-to-duty drug test is not limited to a specific substance (i.e. the particular drug for which the driver tested positive). Additionally, if the SAP determines that a multiple-substance abuse problem exists, a drug test may be performed in conjunction with an alcohol test.

### **POST-REHABILITATION/FOLLOW-UP**

A driver who has violated a DOT drug and/or alcohol regulation (e.g., a positive test, refusal to test, etc.) must be evaluated by a SAP and follow the prescribed rehabilitation/treatment program. Following the determination that an employee needs to resolve problems associated with drug abuse and/or alcohol misuse, each employer will ensure that the employee is subject to unannounced, follow-up drug and/or alcohol testing as determined by the SAP. At a minimum, such testing must consist of at least six unannounced follow-up tests in the first 12 months following the driver's return to safety-sensitive functions. The choice of the SAP and the assignment of costs shall be made in accordance with employer/driver agreements and employer policies. Follow-up alcohol testing must only be conducted just before, during, or just after a driver performs a safety-sensitive function.

### **POLICY PROHIBITIONS**

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

#### **Drug Prohibitions:**

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

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

#### **Alcohol Prohibitions:**

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

- ⇒ No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No employer having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.
- ⇒ No driver shall use alcohol while performing safety-sensitive functions or perform such functions within four (4) hours after using alcohol. No employer having actual knowledge that a driver has used alcohol while performing safety-sensitive functions, or used alcohol within four (4) hours immediately preceding the performance of such functions, shall permit a driver to perform or continue to perform safety-sensitive functions.
- ⇒ No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- ⇒ No driver shall refuse to submit to an alcohol test required pursuant to DOT regulations.

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

**CONSEQUENCES FOR POLICY VIOLATIONS**

**Removal from Safety-Sensitive Function:**

Employees and applicants shall not perform, nor be permitted to perform, a safety-sensitive function, including driving a commercial motor vehicle as previously defined in this Policy, if any of the above prohibitions, or the drug and/or alcohol rule of another DOT agency, are violated. Employees and applicants who violate a DOT drug and alcohol regulation will be advised by Macomb Township of the resources available in evaluating and resolving drug and/or alcohol problems, including the names, addresses, and telephone numbers of Substance Abuse Professionals (SAPs) and counseling and treatment programs.

Additionally, employees subject to Post-Accident or Reasonable Suspicion testing will be removed from safety-sensitive functions and receive a non-disciplinary suspension until Macomb Township receives the test results. Hourly (non-exempt) employees will not be compensated for time missed from work if the test is positive, adulterated or substituted, but will be compensated if the test is negative.

**Post-Violation/Return-to-Duty Procedures:**

An employee who has violated a DOT drug and/or alcohol regulation cannot again perform any DOT safety-sensitive duties for Macomb Township or any DOT-regulated employer until and unless the employee has completed the SAP evaluation, referral and education/treatment process. For purposes of this Policy, a DOT drug and/or alcohol regulation violation includes a verified positive DOT drug test, a DOT alcohol test with a result indicating an alcohol concentration of .04 or greater, a refusal to test (including by adulterating or substituting a urine specimen) or any other violation of the prohibition on the use of alcohol or drugs under a DOT agency regulation.

Before a driver who has violated a DOT drug and/or alcohol regulation can return to a safety-sensitive position, he or she must:

- ⇒ Meet with a Substance Abuse Professional (SAP) for an initial evaluation;
- ⇒ Properly follow all SAP evaluation recommendations for assistance and referrals, to an education and/or treatment program;
- ⇒ Meet with the SAP for a follow-up evaluation to determine whether the individual has successfully complied with the SAP's education and/or treatment recommendations;
- ⇒ Take and provide a negative return-to-duty drug and/or alcohol test; and
- ⇒ Be subject to post-rehabilitation/follow-up testing as determined by the SAP for up to sixty (60) months, to include a minimum of six (6) follow-up tests in the first twelve (12) months after the return-to-duty test with an alcohol concentration of less than 0.02 and a negative drug test. The SAP may terminate the requirement for the follow-up testing at any time after the first six (6) tests have been administered, if the SAP determines that such testing is no longer necessary.

**Employee Discipline:**

Employees who engage in any of the prohibited conduct listed above are in violation of this Policy and are subject to discipline, up to and including termination, at Macomb Township's sole discretion pursuant to Macomb Township's authority independent of federal requirements.

Any employee who refuses to submit to testing or attempts to adulterate or substitute a specimen will be terminated.

A driver found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall not perform nor be permitted to work for at least twenty-four (24) hours.

**VOLUNTARY ADMISSION OF DRUG/ALCOHOL USE**

Macomb Township encourages all employees who need assistance in dealing with alcohol abuse or drug dependency problems to seek appropriate counseling and/or treatment through various private and public

organizations that are available. Accordingly, employees who voluntarily come forward and admit to alcohol misuse or drug use will not be subject to disciplinary action or the Post-Violation/Return-to-Duty Procedures described above (i.e. the SAP evaluation, referral and treatment requirements set forth in Parts 40 and 382). Rather, employees who self-identify their need for assistance will be allowed sufficient opportunity to seek evaluation, education or treatment to establish control over their drug or alcohol problem.

Employees must make any such admission or self-identification of a drug and/or alcohol problem prior to performing a safety-sensitive function (i.e. prior to reporting for duty). Employees may not self-identify a drug or alcohol problem to avoid testing required under DOT regulations. Employees also may not escape discipline or the Post-Violation/Return-to-Duty Procedures by self-identifying a drug or alcohol problem after being referred for testing or after a DOT drug and alcohol regulation violation has occurred. Costs associated with any counseling or treatment program may be covered by the employee's medical insurance plan (if any); however, any costs not covered by the employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employee's sole responsibility. Macomb Township will comply with any applicable medical leave law, disability discrimination law or applicable leave law in the event a leave is requested.

Employees who admit to a drug or alcohol problem will be referred to a drug and alcohol abuse evaluation expert (i.e. employee assistance professional, SAP, or qualified drug and alcohol counselor) for evaluation and recommendations for an appropriate education or treatment program. Such employees will not be permitted to return to a safety-sensitive function until Macomb Township is satisfied that the employee has been evaluated by a drug and alcohol abuse evaluation expert and successfully completed the expert's recommendations for an educational or treatment program. Before the employee's return to a safety-sensitive function, the employee must also undergo a return-to-duty test with a result indicating an alcohol concentration of less than .02 and/or a verified negative drug test result. Except as otherwise required by applicable law or policy, Macomb Township cannot guarantee that the employee will return to the same or a comparable position upon return to duty. Macomb Township reserves the right, as recognized by the DOT, to require employee monitoring and/or non-DOT follow-up testing based on its independent authority and discretion, and within the limits, if any, of applicable law. All returning employees are required to comply with the Macomb Township's normal standards with respect to work performance and conduct.

#### **SUMMARY OF ALCOHOL TESTING PROCEDURES**

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

1. Alcohol testing is done at locations determined by Macomb Township in a private setting. The testing technician, who has been trained, will ask test subjects to verify their identity. Drivers must cooperate with that request. Drivers may ask the technician for identification also. The driver's identity will be recorded on a DOT alcohol testing form.
2. A breath or saliva testing device approved by the federal government will be used for all alcohol tests. A screening test will be done first. If a breath-testing device is used, drivers will be instructed to exhale forcefully into the mouthpiece of the screening device. If a saliva-testing device is used, a swab will be placed in the driver's mouth and saturated with saliva. After the saliva is collected, the swab will be inserted into the saliva-testing device.
3. The technician will show the result displayed on the screening device to the driver. If the reading is less than 0.02, the driver has passed the alcohol test and the DOT alcohol testing form will be completed.
4. If the screen test result is more than 0.02, a confirmation breath test, using a federally approved evidential breath-testing device, will be performed after at least a 15-minute waiting period from the completion of the screening test. During that time, for their own protection, drivers should not eat or drink anything.
5. For the confirmation test, the driver will have to exhale into the evidential breath-testing device until the technician tells the driver to stop. The driver will be shown the printed and displayed results.
6. A confirmation test result under 0.02 means the driver has passed. A confirmation alcohol concentration level of 0.02 or higher will result in the driver's removal from safety-sensitive functions. The DOT prohibits any driver whose confirmation test registers 0.02 or greater but less than 0.04 from performing or from continuing to perform a safety-sensitive function until the driver's next regularly-scheduled duty period, but

for no less than twenty-four (24) hours. If the confirmation level is 0.04 or more, or if the driver refuses to cooperate, the driver is in violation of DOT alcohol regulations and subject to the Consequences for Policy Violations and Post-Violation/Return-to-Duty Procedures described above.

7. If a driver tries, but fails to provide a breath specimen adequate for testing, the driver will be asked to try again. If the driver still does not provide an adequate specimen, the driver's failure will be noted on the DOT alcohol testing form and Macomb Township's DER will be informed. The driver will be removed from performing "safety-sensitive" functions for a 24 hour time period and required to see a doctor, acceptable to Macomb Township, within five days for an evaluation. If the doctor provides a written statement to the employer concluding that it is highly probable a medical condition prevented the driver from providing an adequate breath specimen, the driver will not be disciplined for refusing to cooperate.

### **SUMMARY OF DRUG TESTING PROCEDURES**

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

1. Drivers subject to drug testing will be directed to provide a urine specimen at a Macomb Township designated facility. The driver will be driven or sent to the facility and required to verify his or her identity. In return, a driver may ask collection site personnel to disclose their identity.
2. The driver's urine specimen will be collected by a trained collection site person (the Collector) in accordance with DOT rules, using a DOT Custody and Control Form (CCF), also known as chain-of-custody form. To protect themselves, drivers should ensure that the entries on the form are accurate, that their collected urine specimens have been sealed, and that their specimens are labeled with the same number as appears on the CCF and are placed in a container with copies of the correct CCF.
3. The Collector shall require drivers to remove unnecessary outer garments that might conceal items used to tamper with the collection process. The Collector shall also retain personal belongings like briefcases and purses during the collection process. Drivers may keep their wallets and ask for a receipt for any belongings they surrender. The Collector will direct the driver to empty his or her pockets and display the items in them and the driver must allow the Collector to make this observation.
4. Drivers will be given a collection container and allowed to provide a urine specimen in private unless: the laboratory reports a specimen was invalid and the MRO reports there was no adequate medical explanation for the result; the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed; the laboratory reports a specimen as having a low creatinine concentration (i.e., a creatinine concentration greater than or equal to 2 mg/dL and less than or equal to 5 mg/dL) and the MRO reports the specimen as negative and dilute; Macomb Township directs a return-to-duty test or follow-up test be performed under direct observation; the Collector observes materials brought to the collection site or the driver's conduct clearly indicates an attempt to tamper with a specimen; the temperature on the original specimen was out-of-range; or the original specimen appeared to have been tampered with. In such circumstances, the DER will be notified and drivers will be required to provide a specimen while being observed.
5. If the driver does not provide a sufficient amount of urine for testing (at least 45 ml), the Collector will discard the specimen, tell the driver to drink additional fluids, wait up to three (3) hours and try again to provide a specimen. If the driver refuses to drink those fluids or provide another specimen, the Collector shall notify Macomb Township's DER of the driver's refusal to cooperate. If the driver cooperates, but still does not provide an adequate specimen, testing will stop and the driver will be sent to a doctor acceptable to Macomb Township's MRO within five working days for an evaluation. If that doctor states in writing to Macomb Township's MRO that it is highly probable that a medical condition prevented the driver from providing an adequate specimen, the driver will not be disciplined on grounds of refusing to provide a specimen.
6. If the driver provides a sufficient amount of urine for testing, it will be inspected by the Collector and its temperature will be measured. If there is a reason to believe an altered or substituted specimen has been provided, the DER will be notified and a second, observed specimen will be collected. Collected specimens will be poured into two containers (i.e. a split-specimen collection). The collector will seal the bottles by placing the tamper-evident bottle seals over the bottle caps/lids. The collector will date the seals

and instruct the donor to initial the tamper-evident bottle seals for the purpose of certifying the bottles contain the specimens he or she provided.

7. Both specimen containers will be sent to a federally certified laboratory designated by Macomb Township. The lab will review the CCF and check the specimens for apparent tampering. Any apparent tampering or CCF problems will be reported to the DER.
8. If the specimens appear to be in order, the lab will run an initial screening test on the primary specimen. If the screening test is negative, the lab will report the result as negative and the driver has passed the drug test. If the screening test is positive, the lab will conduct a confirmation test and analyze the specimen using Gas Chromatography/Mass Spectrometry (GC/MS). The laboratory will send the test results to Macomb Township's Medical Review Officer (MRO).
9. The MRO is a trained doctor Macomb Township has retained to review test results and to evaluate any explanation a driver may have for a positive, adulterated, substituted (because of a creatinine concentration of less than 2 mg/dL), or invalid drug test result. The MRO will telephone drivers at the numbers given on the CCF. If a driver believes a mistake was made at the collection site or lab, or on a CCF, or that the drug test result is caused by lawful substance use, the driver should tell the MRO. Drivers should cooperate with the MRO. If a driver does not cooperate, Macomb Township will be notified and the driver may be removed from duty and disciplined or discharged pursuant to Macomb Township's independent authority (or not hired, if the driver is an applicant).
10. If a driver wants his or her split specimen to be tested by another certified lab at the driver's expense, the driver should tell the MRO within 72 hours of notice of a positive, adulterated or substituted drug test result. **The driver will not have the opportunity to provide another specimen.** The retest will be conducted on the secondary container of the **original** specimen. The driver's secondary specimen will then be sent to a different Macomb Township-approved, certified laboratory for re-analysis. If that second lab does not find any evidence of the drug(s) that the first lab found or the split specimen cannot be tested, the MRO will cancel the test results and the driver will not be subject to discipline. If the second laboratory finds evidence of the drugs, adulteration or substitution that the first laboratory found, the MRO will tell the DER the split specimen was positive, adulterated or substituted. As provided in 49 CFR § 40.187(a)(3), in the case of a reconfirmed substituted result in which the creatinine concentration for the primary specimen was less than 2 mg/dL and the creatinine concentration of the split specimen is between 2 and 5 mg/dL (inclusive), the MRO will report the result as "dilute" and the driver will be required to undergo an immediate recollection under direct observation.
11. If the MRO informs Macomb Township that a negative drug test was dilute, the following will apply.
  - **Dilute Negative with Low Creatinine:** If the MRO indicates that a recollection under direct observation is required because the creatinine concentration of the specimen was equal to or greater than 2 mg/dL but less than or equal to 5 mg/dL, Macomb Township must immediately instruct the driver to undergo a recollection under direct observation. The DOT's stated purpose for this requirement is so that people who may naturally produce low creatinine levels will not be reported to employers as having substituted their specimens.

The DOT prohibits any driver who has a verified positive, adulterated or substituted drug test result, from performing or from continuing to perform a safety-sensitive function until he/she has met the proper DOT requirements as described in the "Post-Violation/Return-to-Duty Procedures" section above under Consequences for Policy Violations.

**Medications prescribed for someone other than the driver, will be considered unlawfully used under any circumstance. The DOT also indicates that a driver's purported use of marijuana for medical purposes (even if pursuant to state "medical marijuana" law) or use of hemp or marijuana-related products does not constitute a legitimate medical explanation for a positive test result and these are insufficient grounds for the MRO to verify the test result as negative.**

### **EDUCATION AND TRAINING**

Macomb Township has available information, education and training regarding problems associated with drug and alcohol abuse in the workplace and otherwise. One important source of information is the "Employee Handbook." We also provide training for supervisors and managers through, among other things, the "Supervisor Training Manual."

Macomb Township's education and training materials include information on available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management. If there are concerns regarding a suspected substance abuse problem, Macomb Township encourages employees to contact the DER or other Macomb Township designee to obtain referrals to any employee assistance program and/or appropriate counseling or treatment programs through various private or public organizations. Contact Macomb Township's Designated Employer Representative for more information.

### **ACKNOWLEDGEMENT**

Drivers must sign an acknowledgement form (a copy of which is attached hereto and made a part hereof) after receiving a copy of this Policy and prior to testing.

### **RESERVATION OF RIGHTS**

This Policy supersedes and revokes any other Macomb Township practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. Macomb Township reserves the right to interpret and administer this Policy, and at any time and at its sole discretion, amend or change this Policy, in whole or in part, with or without notice. This Policy automatically incorporates any changes to DOT or FMCSA regulations (49 CFR, Parts 40 and 382) or related regulations or statutes that govern the use of drugs and alcohol by employees who hold a CDL and drive a CMV. This Policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this Policy does not in any way affect or change the status of any at-will employee. Nothing in this Policy is a promise or guarantee or should be construed as a promise or guarantee that Macomb Township will follow in any particular circumstances any particular course of action, disciplinary, rehabilitative or otherwise.

## **Attachment to FMCSA Drug-Free Workplace Policy**

### **SIGNS AND SYMPTOMS OF A DRUG-ALCOHOL PROBLEM**

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

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

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

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

- ⇒ Marijuana and alcohol odors
- ⇒ Puffy or droopy eyelids, bloodshot eyes, dilated or pinpoint pupils
- ⇒ Nosebleeds, excessive sniffing, chronic sinus problems, nasal sores
- ⇒ Needle tracks or blood spots on clothing
- ⇒ Tremors, racing or irregular heartbeats
- ⇒ Slurred or incoherent speech
- ⇒ Confusion, anxiety, paranoia
- ⇒ Coordination problems
- ⇒ Lethargy and sleepiness

### **EFFECTS OF ALCOHOL AND DRUGS**

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

#### **Alcohol**

Alcohol is a central nervous system depressant that acts like a poison if used in large quantities. Each year the lives of tens of thousands of Americans are shortened or ended by alcohol misuse. Alcohol quickly reaches the brain after drinking. It impairs self-control and other learned behaviors. This loss of self-control can lead to aggressive driving (or overly cautious driving), as well as the other kinds of aggressive behaviors associated with drinking. Even small doses of alcohol, i.e. a single drink, can harm driving performance. In large doses, alcohol significantly impairs coordination, memory and judgment. Over time, alcohol misuse damages the liver, the heart, the digestive system and can cause permanent brain damage. On average, alcoholics shorten their life span by about 10 years.

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

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

## **Cocaine**

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

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

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

## **Amphetamines**

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

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

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

## **Marijuana**

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

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

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

## **Opiates**

Opiates are a class of narcotics and sedatives derived from the opium poppy plant. Heroin is the strongest opiate. Heroin use has been increasing in recent years because of the availability of cheap, strong heroin from Asia. This new stronger heroin can be smoked or snorted. Heroin can also be injected using needles. Morphine and codeine are opiates that are often used to relieve pain or induce sleep. However, they can be stolen from hospitals or pharmacies and abused.

Opiate misuse causes a number of health problems. Because of variations in dosages and strength, heroin use carries a risk of overdose and death. Addicts who use needles also risk contracting AIDS or hepatitis. Heroin is often contaminated with other drugs or toxins or combined with other narcotics. Opiate use slows down and depresses a number of body functions, including brain functioning. Heroin users may act sleepy or euphoric for a while and then become anxious or irritated after the heroin wears off. Heroin users tend to have a number of related health problems and tend to also abuse alcohol and tobacco. Together, these drugs and the unhealthy lifestyles of heroin users result in decreased life expectancy.

## **PCP**

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

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

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

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

## **Acknowledgement of Receipt of Policy**

I hereby acknowledge that I have received, read, and understand my Company's Drug-Free Workplace Program Policy required by Department of Transportation (DOT) regulations. I understand that I am subject to and must adhere to the DOT regulations, and must abide by the terms of the Company's Policy as a condition of employment.

I understand that during my employment I may be required to submit to drug and/or alcohol tests based on Department of Transportation regulations as directed by the Company. I agree to comply with the Company's Policy on drugs and/or alcohol and understand failure to comply is grounds for disciplinary action, up to and including termination, in addition to any action required by DOT regulations.

I also understand that refusal to submit to a controlled substances or alcohol test is a violation of DOT regulations, as well as the Company's Policy, and may result in disciplinary action, including but not limited to suspension (with or without pay) or termination of employment, in addition to action required by DOT regulations. I further understand the consequences related to controlled substances use or alcohol misuse as prohibited by Company's Policy.

I acknowledge that the provisions of Company's Drug-Free Workplace Program Policy are part of the terms and conditions of my employment, and that I agree to abide by them.

\*\*\*\*\*

**THE UNDERSIGNED STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGEMENT AND UNDERSTANDS THE CONTENTS THEREOF.**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

I am the parent/guardian of \_\_\_\_\_, and I acknowledge that I understand the company's Drug-Free Workplace policy. I hereby agree to his/her participation in the Company's Drug-Free Workplace Program.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

***NOTE: This certificate should be retained in a secured file.***

**APPENDIX B DRUG-FREE WORKPLACE POLICY**

# Macomb Township

## Drug-Free Workplace Policy

Effective  
September 1, 2004



565 Braund Street, P.O. Box 67, Onalaska, WI 54650  
(800) 873-3733 ♦ (608) 782-3733 ♦ Fax: (608) 782-7794

## Table of Contents

	<u>Page</u>
Purpose and Coverage .....	2
Non-Discrimination.....	2
Inspections.....	2
Definitions .....	2
Testing .....	3
Pre-Employment/Pre-Placement .....	3
Post-Accident.....	3
Random .....	3
Reasonable Cause .....	3
Return-to-Duty .....	3
Follow-Up.....	3
Annual.....	3
Mandatory .....	3
Policy Prohibitions.....	4
Consequences for Policy Violations .....	5
Voluntary Treatment and Counseling .....	6
Employee Assistance Program.....	6
Confidentiality and Privacy .....	6
Education and Training.....	7
Consent.....	7
Reservation of Rights.....	7
Acknowledgement of Receipt of Policy and Consent to Testing Form.....	8

## **PURPOSE AND COVERAGE**

Macomb Township values its employees and customers and recognizes the need for a safe, productive and healthy work environment. Employees who abuse drugs and/or alcohol are less productive, less dependable, and are a critical threat to the safety, security and welfare of Macomb Township, its employees, customers, vendors, those who do business with Macomb Township, as well as the general public. The establishment of a Drug-Free Workplace Policy (Policy) is consistent with Macomb Township's desire to provide a safe, productive work environment for our employees.

Accordingly, it is the policy of Macomb Township to maintain a workplace free from the use and abuse of drugs and alcohol. Macomb Township will require that all employees and applicants participate in, consent and comply with the terms of this Policy as a condition of employment and continued employment. If questions arise regarding this Policy, please direct them to John F. Brogowicz, Human Resources Director and Macomb Township's Drug Program Coordinator (DPC). This Policy originally became effective July 1, 1997 as amended.

This Policy covers all employees of Macomb Township. Employees who are leased or subcontracted to clients may be required to be tested if required under a client's drug and/or alcohol testing policy, provided that the testing is in accordance with the policy and the policy complies with applicable law. This Policy, by its terms, also covers applicants insofar as applicants, after a conditional offer of employment has been made, are required to consent to, take and participate in a pre-employment test. Applicants, however, are not entitled to participate in any Employee Assistance or Rehabilitation Program offered by Macomb Township to its employees.

## **NON-DISCRIMINATION**

In accordance with the requirements of the Americans with Disabilities Act, Macomb Township does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in use of illegal drugs and who do not otherwise violate the provisions of this Policy, including but not limited to individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaging in such use.

## **INSPECTIONS**

Macomb Township reserves the right to inspect Macomb Township vehicles, premises, and property (including offices, desks, lockers and other repositories) and personal effects (such as lunch boxes/bags, purses, gym bags, backpacks, handbags, briefcases, packages or coats) where there is reasonable cause to believe that an employee has violated this Policy. This Policy will extinguish and eliminate any continuing expectation of privacy where reasonable cause exists to believe that there has been a Policy violation. Where reasonably practical, inspections will be conducted in the presence of the employee implicated in the potential Policy violation.

## **DEFINITIONS**

**Drug** means a controlled substance, as defined in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, including cocaine, opiates, marijuana, amphetamines and phencyclidine (PCP). The term "illegal drug" does not include the use of a drug obtained and taken under supervision by and in accordance with prescriptions or other instructions issued by a licensed health care professional and other drugs otherwise authorized to be used under the Controlled Substances Act.

**Under the influence of alcohol** means (1) the presence of alcohol in the individual's system which equals or exceeds a blood alcohol content (BAC) of .04; or (2) behavior, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by alcohol during working time or on Macomb Township premises.

**Under the influence of drugs** means (1) the presence of any detectable amount of an illegal drug or its metabolites demonstrated by a verified positive drug test result, or (2) behavior, appearance, speech, or bodily odors that lead a supervisor or manager to reasonably suspect that the employee is impaired by illegal drugs or is using illegal drugs during working time or on Macomb Township property.

**During working time** means time during which the employee is being paid to work for or represent Macomb Township or the employee is in fact representing Macomb Township's interests. The term also includes all paid break and meal periods.

**Safety-sensitive position** means a job, including any supervisory or management position, in which impairment caused by drug or alcohol usage, would threaten the health or safety of any person. Safety-sensitive positions Macomb Township include the following: Department Head, Manager, Supervisor, Fire Fighter, Water & Sewer Inspector, Utility Worker, Building Inspector or Enforcement Officer, Lifeguard, Building or Park Attendant, any position entrusted with the care of children, disabled or impaired resident or senior citizen, or any employee driving a Township vehicle.

### **TESTING**

Macomb Township reserves the right, within the limits of federal and state laws, to examine and test for the presence of drugs and/or alcohol. Under the conditions of this Policy, applicants or employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath, and/or blood testing for drugs and/or alcohol. The types of testing performed by Macomb Township include, but are not limited to, the following:

### **Pre-Employment/Pre-Placement**

Macomb Township makes all offers of employment subject to and conditioned on the applicant's: 1) consent to taking a drug and/or alcohol test; and 2) a negative test result. Applicants will be required to voluntarily submit to urinalysis, breath, blood or saliva drug and/or alcohol testing and sign a consent and testing appointment agreement. If the tests are positive or if the applicant refuses to undergo testing, the offer of employment will be withdrawn, provided that, where an offer is withdrawn on the basis of a positive alcohol test, the withdrawal is job-related and consistent with business necessity.

### **Post-Accident**

A drug and/or alcohol test will be conducted on all employees involved in accidents occurring during work time or on Macomb Township property. Covered accidents include, but are not limited to, accidents that the employee caused or contributed to that involve: 1) personal injury to employees or others which necessitates medical attention; or results in lost work time; and/or 2) damage to Macomb Township property. Employees are expected to make themselves available for post-accident testing. If circumstances require an employee to leave the scene of an accident, the employee must make a good faith attempt to be tested and to notify Macomb Township of his or her location. Any employee who fails to report any work-related accident is in violation of this Policy and is subject to disciplinary action, up to and including termination. Under certain state laws, employees testing positive may be ineligible for workers' compensation benefits.

### **Reasonable Cause**

Employees will be asked to submit to a drug and/or alcohol test if reasonable cause exists indicating that the employee is under the influence of illegal drugs or alcohol. Reasonable cause means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

### **Return-to-Duty**

Employees who have tested positive and have been removed from his/her job duties must submit to and furnish a negative drug and/or alcohol test result prior to returning to his/her job duties.

### **Follow-Up**

An employee who has been removed voluntarily or otherwise from his or her job duties on the basis of a verified positive drug test result and/or confirmed positive alcohol test result will be subject to unannounced drug and/or alcohol testing to determine whether he or she is under the influence of alcohol or drugs. The testing can continue up to twenty-four (24) months from the return-to-work date.

### **Annual**

All employees may be subject to drug and/or alcohol testing as part of a routine annual physical examination, provided that the employee has been given at least two weeks' written notice that a drug and/or alcohol test may be requested or required as part of the physical examination.

## **POLICY PROHIBITIONS**

Employees are strictly prohibited from engaging in the conduct listed below.

1. With respect to illegal drugs, employees violate this Policy by engaging in the following conduct, whether or not during work time or on Macomb Township premises or property:
  - a) bringing and/or storing (including in a desk, locker, automobile, or other repository) illegal drugs or drug paraphernalia on Macomb Township's premises or property, including Macomb Township owned or leased vehicles, in vehicles used for Macomb Township purposes or a customer's premises;
  - b) having possession of, being under the influence of, testing positive for, or otherwise having in one's system, illegal drugs;
  - c) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing illegal drugs;
  - d) a conviction or plea of guilty relative to any criminal drug offense. All employees must notify Macomb Township in writing of any criminal drug conviction no later than five (5) calendar days after such conviction;
  - e) abuse of prescription drugs which includes exceeding the recommended prescribed dosage or using others' prescribed medications;
  - f) switching, tampering with or adulterating any specimen or sample collected under this Policy, or attempting to do so;
  - g) refusing to cooperate with the terms of this Policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by Macomb Township or its designee, is in violation of Macomb Township's Policy and subject to disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for a post-accident test;
  - h) failure to consent to, participate in and abide by the terms and recommendations of any Employee Assistance Program (EAP) or rehabilitation program to which Macomb Township makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence. These failures are a violation of this Policy, as is any failure to be available for any prescribed continuing or follow-up sessions;
  - i) failure to advise a supervisor or manager of the use of a prescription or over-the-counter drug which may alter the employee's ability to perform the essential functions of his or her job is a violation of this Policy; or
  - j) failure of employees to notify his or her supervisor before going to work if he or she believes that he or she is under the influence of drugs.
  - k) Where lawful, Macomb Township strictly prohibits employees from using hemp products, which some within the medical community have indicated may cause a positive marijuana test result. Similarly, except where prohibited or restricted by law, and in accordance with and consistent with Department of Transportation guidelines for drug testing of certain truck drivers, Macomb Township will not generally consider use of hemp products a valid medical explanation for a positive marijuana test result. Any questions about this prohibition should be directed to the Director of Human Resources.
2. With respect to alcohol, employees violate this Policy by engaging in the following conduct during work time or on Macomb Township premises or property:

- a) bringing and/or storing (including a desk, locker, automobile, or other repository) alcohol on Macomb Township premises or property, including Macomb Township owned or leased vehicles, in vehicles used for Macomb Township purposes or a customer's premises;
- b) having possession of, being under the influence of, testing positive for or having in one's system, alcohol;
- c) using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling or dispensing alcohol;
- d) a conviction or plea of guilty relative to any criminal alcohol offense. All employees must notify Macomb Township in writing of any criminal alcohol conviction no later than five (5) calendar days after such conviction;
- e) switching, tampering with or adulterating any specimen or sample collected under this Policy, or attempting to do so;
- f) refusing to cooperate with the terms of this Policy which includes submitting to questioning, alcohol testing, medical or physical tests or examinations, when requested or conducted by of Macomb Township or its designee, is in violation of Macomb Township's Policy and subject to disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork, failing to report to the collection site at the appointed time and failing to be reasonably available for a post-accident test;
- g) failure to consent to, participate in and abide by the terms and recommendations of any Employee Assistance Program (EAP) or rehabilitation program to which Macomb Township makes a referral, including but not limited to, failure to follow recommendations, if any, regarding behavior modification and abstinence. These failures are a violation of this Policy, as is any failure to be available for any prescribed continuing or follow-up sessions; or
- h) failure of employees to notify his or her supervisor before going to work if he or she believes that he or she is under the influence of alcohol.

#### **CONSEQUENCES FOR POLICY VIOLATIONS**

Employees who engage in any of the prohibited conduct listed above are in violation of this Policy and are subject to discipline, up to and including termination and at Macomb Township's sole discretion. While the discipline imposed will depend on the circumstances, and Macomb Township reserves the right to determine, in its discretion, discipline imposed, ordinarily certain offenses will result in immediate termination (e.g. possession, sale or use of illegal drugs on Macomb Township's premises or during working time).

Macomb Township also reserves the right to refer employees with a verified positive drug and/or confirmed alcohol test for assessment, counseling, rehabilitation services or treatment by a Rehabilitation Service Provider, Substance Abuse Professional, or other qualified person licensed or certified in accordance with applicable state law, if any, to provide chemical dependency counseling and to require any employee so referred to enter into and abide by one or more of the following: a Rehabilitation Agreement and/or a Return-to-Work Agreement. Costs associated with this benefit may be covered by the employee's medical insurance plan; however, any costs not covered by the employees medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employees sole responsibility.

Finally, employees for post-accident or reasonable cause testing will be removed from his or her position and receive a non-disciplinary suspension until Macomb Township receives the test results. Hourly employees will not be compensated for time missed from work if the test is positive, but will be compensated if the test is negative.

**VOLUNTARY TREATMENT AND COUNSELING**

We encourage all employees who need assistance in dealing with alcohol or drug abuse dependency problems to seek counseling through the various private and public agencies that are available. Employees who come forward to request treatment or leaves of absence for treatment will not be subject to discipline. Costs associated with any rehabilitation program may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employee's sole responsibility. Macomb Township will comply with any applicable medical leave law, disability discrimination law or applicable leave policy in the event leave is requested. Except as otherwise required by such laws or policies, Macomb Township cannot guarantee that the employee will return to the same or a comparable position upon return to duty.

Employees may not escape discipline by first requesting such treatment and/or leaves after being selected for testing or violating Macomb Township's policies and rules of conduct. Nor will such requests, leaves or participation in treatment or counseling excuse employees from compliance with normal standards of performance or conduct. Requests for voluntary treatment or counseling and related matters will be kept confidential in accordance with any applicable federal and/or state law requirements.

**-OR-**

**EMPLOYEE ASSISTANCE PROGRAM**

Macomb Township offers an Employee Assistance Program (EAP) for employees and their dependents. The EAP provides confidential assessment, referral, and short-term counseling for employees who need or request it. Any employee, through self-referral or through a referral source, can access the EAP. These EAP services are available to employees if Macomb Township's disciplinary rules have not been violated. Employees may not escape discipline, however, by first requesting EAP services after being selected for testing or violating Macomb Township's policies and rules of conduct. Nor will such requests or utilization of EAP services excuse employees from compliance with normal standards of performance or conduct. Information provided when accessing and utilizing EAP services will be kept confidential in accordance with any applicable federal and/or state law requirements.

Costs associated with this benefit may be covered by the employee's medical insurance plan; however, any costs not covered by the employee's medical insurance plan and which are not otherwise required to be paid by any applicable plan are entirely the employee's sole responsibility.

**CONFIDENTIALITY AND PRIVACY**

All drug and alcohol test results are reported to Macomb Township's DPC and will remain and be considered confidential. Results will only be disclosed within Macomb Township and on a need-to-know basis and as allowed by law and retained in a secure location with controlled access. Information about an employee's medical condition or history obtained in connection with a drug and alcohol test will be kept in a file separate and apart from the employee's personnel file. The release of an individual's drug and alcohol test results and other information gained in the testing process will only be otherwise disclosed in accordance with an individual's written authorization or as otherwise required by applicable law.

Macomb Township will attempt to ensure that all aspects of the testing process, including specimen or sample collection, are as private and confidential as reasonably practical. Employees or applicants will not be observed while providing a urine specimen unless there is reason to believe the employee or applicant has tampered with, adulterated, switched or attempted to tamper with, adulterate or switch a urine specimen.

**EDUCATION AND TRAINING**

Macomb Township has available information, education and training regarding problems associated with drug and alcohol abuse in the workplace and otherwise. One important source of information is the "Employee Handbook." We also provide training for supervisors and managers through, among other things, the "Supervisor Training Manual."

**CONSENT**

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

**RESERVATION OF RIGHTS**

This Policy supersedes and revokes any other Macomb Township practice or policy relating to the use of drugs and alcohol in the workplace and drug and/or alcohol testing. Macomb Township reserves the right to interpret and administer this Policy, and at any time and at its sole discretion, amend, supplement, modify, revoke, rescind or change this Policy, in whole or in part, with or without notice and with or without consideration. This Policy is not an express or implied contract of employment nor is it to be interpreted as such. Additionally, this Policy does not in any way affect or change the status of any at-will employee. At-will employees continue to be free to terminate their employment or resign from employment at any time and Macomb Township continues to be free to terminate employee, with or without cause, with or without notice, for any lawful reason or for no reason at all. Nothing in this Policy is a promise or guarantee or should be construed as a promise or guarantee that Macomb Township will follow in any particular circumstances any particular course of action, disciplinary, rehabilitative or otherwise.

## Drug Free Workplace Policy

### Acknowledgement of Receipt of Policy and Consent to Testing

I certify that I have received and understand my company's Drug-Free Workplace Policy.

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

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

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

I consent to the release of the drug and/or alcohol test results in accordance with the company policy to the selected Medical Review Officer (MRO), to the company's third-party administrator (currently ChoicePoint), to and within the company on a need-to-know basis, and to additional parties in accordance with my written authorization or as otherwise required by applicable federal or state law.

I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the company as a verified positive.

In the event of a post-accident test, the drug and/or alcohol test result(s) may also be provided to the workers' compensation insurance carrier.

Employee Name (*Print*): \_\_\_\_\_ Date: \_\_\_\_\_

Employee Social Security Number: \_\_\_\_\_ N/A \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Employer Name: **Macomb Township**  
54111 Broughton Road  
Macomb, MI 48315

I am the parent/guardian of \_\_\_\_\_ N/A \_\_\_\_\_, and I acknowledge that I understand the company's Drug-Free Workplace Policy. I hereby consent to his/her participation in the company's Drug-Free Workplace Program.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_




**LETTER OF UNDERSTANDING**

The Township of Macomb and AFSCME Chapter 25, Local 1917.43 representing the Macomb Township salaried employees entered into this Letter of Understanding in order to establish a new classification, Facilities & Grounds Supervisor, which will be added to Article 1, Section 3 of the Collective Bargaining Agreement between the Township of Macomb and AFSCME.


The Township and Union agreed that the Facilities & Grounds Supervisor will receive an annual salary of \$60,000 and be eligible for benefits as specified in the Collective Bargaining Agreement. The agreement was reached between the parties on November 3, 2011. Furthermore, the Township and the Union reviewed and amended the position description for the Facilities & Grounds Supervisor which was subsequently presented to and approved by the Macomb Township Board of Trustees on November 9, 2011. A copy of the position description has been attached to this Letter of Understanding.


For the Township:

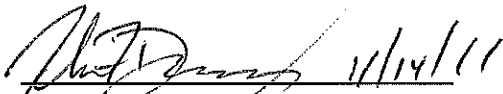
For the Union:

  
\_\_\_\_\_  
Supervisor                      Date      11/14/11

  
\_\_\_\_\_  
AFSCME Representative      Date      11/21/11

  
\_\_\_\_\_  
Clerk                              Date      11/14/11

  
\_\_\_\_\_  
Local Representative              Date      11-14

  
\_\_\_\_\_  
Human Resources Director      Date      11/14/11