

AGREEMENT

BETWEEN

TOWNSHIP OF MACOMB

AND

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

AND

MACOMB TOWNSHIP PUBLIC EMPLOYEES ASSOCIATION

JULY 1, 2015

THROUGH

June 30, 2018

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PREAMBLE

This Agreement entered into between the Township of Macomb hereinafter referred to as the "Employer" and the Michigan Association of Public Employees representing the Macomb Township Public Employees Association, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the laws and the State of Michigan authorize public employees to enter into Collective Bargaining Agreements in respect to wages, hours of employment or other conditions of employment and;

WHEREAS, The Employees covered by this Collective Bargaining Agreement have 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, and;

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

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

ARTICLE 1: 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 in this formal written Collective Bargaining Agreement, terms and conditions of employment in respect to wages, hours of employment or other conditions of employment for the Employees covered hereby.

Section 2: Definitions and Key Terms

- A. "Employer" shall mean the Township of Macomb, Board of Trustees and/or its appointed representative(s).

- B. "Union" shall mean the Michigan Association of Public Employees and the Macomb Township Public Employees Association 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.

- D. "Resignation in Good Standing" shall mean the following:
 - 1. Employee will provide written notice of voluntary resignation two (2) weeks in advance of the designated last day of employment to their Department Head and the Human Resources Department;
 - 2. Employee shall return all Employer issued property to their Department Head or his/her designated representative; and
 - 3. Employee shall not tender the notice of voluntary resignation in lieu of termination for cause.

- E. "Past Practice" shall mean an established, repetitive, reoccurring procedure, or administrative act.
- F. "Letter of Understanding or Agreement" shall mean a written document between the Employer and the Union which addresses and/or clarifies a subject or action whereby the parties have entered into a good faith accord through collective bargaining.
- G. "Banked" (as in sick, vacation, and personal time) shall mean hours earned but not taken for a qualified compensated absence from the workplace.
- H. "Mandatory Overtime" shall mean compulsory overtime essential to the public's economic, social or moral welfare as determined by the Employer.
- I. "Bona-fide sickness" shall mean an absence from the workplace due to sickness or injury and further substantiated by a doctor's statement made in good faith; without fraud or deceit.
- J. "Medical Emergency" shall mean an event or occurrence which affects an employee's availability and/or ability to perform the essential duties of their job due to an illness or injury to them self, a member of their family or other person residing in their household.
- K. "Buddy System" shall mean a relationship between one or more employees whereby one employee may substitute for another in responding to a call for assistance.
- L. "Emergency Weather" shall mean the existence of inclement or

harsh weather conditions affecting the performance of one's job in providing services to the general public.

M. "Call in" shall mean the act of requiring an employee to report for work before or after their normal hours of employment.

N. "Dual Employment" shall mean the act of being employed with one or more employers other than Macomb Township (primary employer) whether it is self-employed or employed where compensation is derived.

O. "Management Employees" refers to the Township Supervisor, Clerk, Treasurer, Deputy Clerk and Deputy Treasurer, Human Resources Director, Fire Chief, or employee in supervisory positions covered by the collective bargaining agreement between Macomb Township and AFSCME, Local 1917.43.

P. Annual Base Pay shall mean the hourly rate of pay X 2,080.

Q. 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.

Section 3: Recognition of Union

Pursuant to and in accordance with all applicable provisions of Act #379 of Michigan Public Act of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours of employment and other conditions of employment for the term of this Agreement of all full-time Employees as herein classified in groups as follows:

A. Accounting Group

1. Accountant
2. Lead Accounting Clerk
3. Accounting Clerk

B. Assessing Group

1. Senior Appraiser
2. Property Appraiser
3. Appraiser
4. Appraiser Aide

C. Broadcast Media Group

1. Access Producer / Writer
2. Media Technician

D. Building Group

1. Lead Inspector
2. Electrical Inspector
3. Mechanical / Plumbing Inspector
4. Building Inspector
5. Ordinance Enforcement Officer

E. Clerical Group

1. Administrative Assistant
2. Secretary
3. Receptionist

F. Elections Group

1. Elections Coordinator

G. Human Resources Group

1. Human Resources Assistant

H. Facility & Grounds and Recreation Group

1. Lead Maintenance Worker
2. Maintenance Worker

I. Parks & Recreation Group

1. Recreation Coordinator
2. Recreation Program Leader

J. Water & Sewer Group

1. Inspector
2. Lead Utility Worker
3. Advanced Utility Worker
4. Utility worker

K. And part-time employees performing work in one of the above listed classifications, excluding temporary employees, Dial-a-Ride Drivers, Elected Officials and Deputies, Confidential Assistant to the Supervisor, Supervisory Employees, and part-time employees working in the Parks & Recreation Department.

Section 4: Part-time Employees

- A. Part-time employees may be hired in a classification as listed under Section 3 when there is a need for additional help or to replace a full-time employee who is absent during an approved leave of absence, vacation, illness, or personal time.
- B. Part-time employees shall receive the starting hourly rate of the classification in which they are assigned. Part-time employees will only receive mandatory benefits, i.e., Social Security, Workers' Compensation, Unemployment Insurance, etc.
- C. Part-time employees may not be used to fill a classification in which a full-time employee holding that classification has vacated the position or has been laid off.
- D. There shall be no seniority amongst part-time employees.
- E. Part-time employees may be given preference in the hiring process should the Township increase its full-time manpower levels.
- F. Part-time employees shall be limited to working 30 hours or less per week.
- G. Part-time employees may pay monthly dues to the Union in accordance with Articles 6 and 7 of the Agreement provided they work a minimum of twenty (20) hours per month.
- H. Part-time and as referenced in Article 1, Section 3 K working in the Parks and Recreation Department or temporally assigned from the Parks and Recreation Department to the Facilities and Grounds Department shall be excluded from this Agreement.

Section 5: New Classifications

Classifications for hourly positions, other than those listed under Article 1, Section 3, may be established by the Employer and if established shall be negotiated with the Union in respect to wages, hours, and other conditions of employment.

Section 6: Temporary Service Employees

- A. The Employer may use Temporary Service Employees when there is a temporary need for additional help or to replace a full-time employee who is absent during an approved leave of absence, vacation, illness, or personal time.
- B. Temporary Service Employees may work up to a maximum of eighty-nine (89) calendar days in a classification covered under this agreement. A Temporary Service Employee may be used in excess of eighty-nine (89) calendar days upon mutual agreement of the Employer and the Union. The use of a Temporary Service Employee shall not result in a reduction of regular work and/or overtime hours of other bargaining unit employees employed in the same classification or result in a layoff of such employees.
- C. The Employer shall notify the Union prior to the acquisition of the Temporary Service Employee.
- D. There shall be no seniority amongst Temporary Service Employees.
- E. Temporary Service Employees shall not be given preference in the hiring process should the Township increase its manpower levels in the future.

Section 7: Cooperative and Internship Work Programs

The Employer and the Union recognize the existence of high school co-op work and

college internship programs. In order to facilitate a high school co-op and college internship work programs in Macomb Township, the Employer and Union agrees as follows:

1. The Employer may employ students who are enrolled in a high school cooperative or college internship work program.
2. Students will not be members of the Union and are not entitled to nor will they be provided any benefits other than those mandated by law.
3. Students shall be compensated on an hourly basis. The Employer will have sole discretion to determine their compensation. However, no student shall be paid at a higher rate than a member of the bargaining unit of a like classification.
4. Students will not be allowed to work holidays, weekends, or over-time.
5. The Employer's use of students shall not cause or result in the lay-off or reduction of work for any regular, full-time employee.
6. Students serving internships or enrolled in cooperative programs may be employed by the Township prior to the beginning or after completion of the cooperative or internship program.
7. Students serving internships or enrolled in cooperative programs may be given preference in the hiring process should the Township increase its manpower levels in the future.

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 Employees

nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for any purpose whatsoever during the term of this Agreement.

ARTICLE 3: 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, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, 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, management employees to bargaining unit positions in accordance with the seniority provisions of this agreement

provided that the reassignment of management employees, if any, will not result in the layoff of existing collective bargaining unit members;

G. The right to retain the orderly, effective, and efficient operation of the Employer;
and

H. The right to contract for services by others so long as it does not cause the layoff of bargaining unit members.

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.

ARTICLE 4: 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 circumstance 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, or other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or 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 officers, agents and shop 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 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 shall consider necessary to effect compliance with this article including cease and desist orders.

ARTICLE 5: SCOPE OF AGREEMENT

Section 1:

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement, in writing and signed by the Union and Employer. The agreement must be approved by the Macomb Township Board of Trustees.

Section 2:

The Employer shall furnish an original copy of this agreement to the Union and a true copy to the Chairperson. Additionally, the Employer 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 Employer shall notify the Chairperson in advance when hiring any employee who shall be covered under this agreement.

Section 4:

The Employer shall notify any new employee covered by this agreement of the agreement as well as instruct them how to access the agreement on the Employer's website.

Section 5:

Any “past practice” or Letter of Understanding not incorporated into this agreement shall not be continued except for any “past practice” or Letter of Understanding initiated during the term of this agreement.

ARTICLE 6: UNION SECURITY

Section 1:

Membership in the Union or payment of a representation fee is voluntary, not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. The union is required by law to represent all employees in the bargaining unit fairly and equally, regardless of Union membership. The terms and conditions of the Agreement apply to all employees within the bargaining unit.

Section 2:

If any provision of the Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement. Further, should the Michigan Right to Work Act be repealed or determined with finality to be unlawful, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 7: UNION DUES

Section 1: Authorization for Deductions

- A. Employees may authorize the Employer to deduct Union dues or services fees by signing the "Authorization for Deduction of Union Dues" form. During the life of this Agreement and in accordance with the terms of the Authorization for Deduction of Union Dues form hereinafter set forth, the Employer or the Representative agrees to deduct dues or services fees from the pay of each Employee who executes or has executed an "Authorization for Deduction of Union Dues" form and filed same with the Employer or the Representative.

- B. Union shall indemnify and hold harmless Employer and its officials, Board members, employees, representatives, attorneys, agents, successors and assigns, from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorneys' fees, which may be sustained, suffered or incurred by Employer arising from or by reason of, directly or indirectly, Employer's handling of union dues. Further, Union and Employees agree to release and forever discharge Employer and its officials, Board members, employees, representatives, attorneys, agents, successors and assigns jointly and severally, from any and all actions, claims, causes of action, counterclaims, third party claims, liabilities, damages, and demands whatsoever, known or unknown, foreseen or unforeseen, liquidated or unliquidated, in tort, contract or otherwise, which arise out of or relate in any way to Employer's handling of union dues..

Section 2: Start of Deductions

Union dues deductions under all properly authorized Authorization for Deduction of Union Dues forms shall become effective upon their employment date and when the Authorization is filed with the Employer or its representative the amount shall be

deducted each pay of the month except for months with three pay dates when no dues shall be deducted from the third pay.

Section 3: Remittance of Union Dues or Service Fees:

Deductions for any calendar month shall be remitted to the designated treasurer of the Union with a list of those for whom dues or service fees have been deducted as soon as possible after the second pay period of each month.

Section 4: Termination of **Authorization**

An Employee shall cease to be subject to Union Dues or Service Fee deductions beginning with the month immediately following the month the Employee requests in writing that his/her authorization be terminated in accordance with PA 349 of 2012.

ARTICLE 8: CHAIRPERSON, VICE CHAIRPERSON, RECORDS ADMINISTRATOR, AND STEWARDS

Section 1: Number of Local Union Officials

The Employees may be represented by a Chairperson, Vice Chairperson, Records Administrator and two (2) stewards. The Union will furnish the Employer with a list of the Chairperson, Vice Chairperson, Records Administrator, and within fifteen (15) days of their election. The Union and the Employer may rely on such list unless and until furnished with a revised list which shall be effective upon receipt of such list by the Employer.

Section 2: Chairperson, Vice Chairperson, Records Administrator and Stewards Conducting Union Business during Working Hours

A. Contract Negotiations

1. The Chairperson, Vice Chairperson, and Records Administrator shall be allowed time off without loss of pay for contract negotiations.
2. It is understood that the time off for the Chairperson, Vice Chairperson and Records Administrator for purposes of contract negotiations will be granted on the day of request. The length of time within the working hours shall be agreed upon by the Chairperson, Vice Chairperson or Records Administrator and the Township Supervisor or his/her designated representative.

B. Discipline and Grievance

1. A steward shall be allowed time off without loss of pay to perform the following:
 - a. Investigate a grievance;

- b. Present a verbal or written grievance; or
 - c. Discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer and/or attendance in an arbitration hearing.
 - d. The Union may use the Chairperson or Vice Chairperson in lieu of a Steward at their discretion.
2. It is understood that the time-off mentioned in paragraph 8.2, b.1 will be granted on the day of the request. The length of time and the time period within the working hours shall be agreed upon by the union representative or the Township Supervisor or his/her designated representative.
3. An employee who requests union representation during working hours shall notify his/her immediate supervisor prior to calling or meeting with their Union Representative unless the employee meets the Union Representative during their break times or lunch hours. The union representative shall notify his/her immediate supervisor prior to meeting with the employee during working hours.
4. In situations regarding health and safety or discipline, the Union Representative may arrange for a meeting with the employee by notifying the Township Supervisor or the Human Resources Director.

ARTICLE 9: GRIEVANCE AND ARBITRATION:

Section 1 - General Principles:

- A. The primary purpose of the Grievance Procedure is to secure, at the lowest level possible, solutions to grievances. Both the Employer and the Union agree that these grievance proceedings shall be kept as informal and confidential as may be appropriate.
- B. The number of days indicated at each level of the Grievance Procedure shall be considered as the maximum, and every effort should be made to expedite the Grievance Procedure; however, time limits may be extended by mutual agreement in writing. 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 within the time limits required herein, then the Union's last written position of the grievance shall be upheld.
- C. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties.
- D. In the course of investigation of any grievances, the local representative will advise their immediate supervisor and state the purpose of the 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.
- G. The Union will not use the phrase, "...and any other contract clause, past practice, rule or regulation, general order, or federal or state law, written or unwritten, that is applicable but not stated herein," or any similar phrase when filing grievances with the Employer. Notwithstanding the above, the parties agree that eliminating this "catch-all" language will not prohibit the Union from specifically referencing past practice or applicable state or federal law.

- H. The Union and Employer agree that each will practice full disclosure in the processing of grievances. The Employer and the Union shall exchange all investigatory documents that will be used in the grievance process. The Union shall provide a detailed statement of the contract violations or violations of past practice. The parties agree that failure to adhere to full disclosure shall preclude either party from presenting documents or theories in the evidentiary hearing. The parties agree that thirty (30) calendar days prior to the arbitration hearing, they will meet for the purpose of disclosing all documents that will be used in the arbitration hearing.
- I. Both parties to this Agreement may mutually agree, in writing, to arbitration to expedite the processing of a grievance.

Section 2 - Definition: A "***grievance***" shall mean a complaint, by an employee or group of employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

Section 3 - Procedure:

Grievances shall be presented and adjusted according to the following procedure:

A. Step One: Verbal Procedure

1. An employee and/or his representative shall discuss his grievance with their supervisor, and/or his designee, in an effort to resolve the problem. Each party understands that this verbal step of the Grievance Procedure needs to be scheduled at a mutually convenient time and may require an extension of time limits.
2. All grievances must be presented orally within fifteen (15) calendar days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance.
3. The date the employee is presented with notification of the discipline shall be considered "knowledge of the circumstances" giving rise to the grievance. If an employee is not readily available to receive notification, Employer may mail such notification to the employee via certified mail to

the employee's last address on file in the Human Resources Department. The Employer will provide a copy of such notice to the Union.

B. Step Two: Written Procedure

1. In the event that the matter is not resolved at Step One, a written grievance may be filed by the Union and/or the employee with the supervisor within fifteen (15) calendar days after the date of the verbal grievance as described in 9.3.A. Upon submission of a written grievance, with a MAPE grievance number, MAPE is in control of and retains all authority for the processing of the grievance.
2. Within fifteen (15) calendar days after receipt of the written grievance, the supervisor shall communicate his decision, in writing, together with the supporting reasons to the grievant and to the representative of the Union.
3. The Employer will accept the Union's Official Grievance Form for the sole purpose of presenting a grievance, however, the Union and/or employee may not impose obligations outside or in addition to the Grievance Procedure through the use of language on the Union's grievance form.

C. Step Three: Appeal to Township Supervisor

1. Within fifteen (15) calendar days after receiving a reply, if the Union still feels aggrieved, appeal by the Union may be taken to the Township Supervisor or their designated representative. Notice of the appeal must be in writing.
2. A meeting between the Union the Township Supervisor and/or the Supervisor's designated representative will be arranged to discuss the grievance within fifteen (15) calendar days from the date the grievance is received by the Township Supervisor or representative.
3. Within fifteen (15) calendar days after the date of the said meeting, the Supervisor or their representative shall communicate the decision of the Supervisor in writing, together with the supporting reasons, to the Union representative.

D. Step Four: Appeal to Board of Trustees

1. In the event the Union disagrees with the decision of the Township Supervisor, or their designated representative, such grievance may be appealed to the Township Board of Trustees. Written notice of such appeal is to be given to the Township Supervisor and Township Board of Trustees within fifteen (15) calendar days of the decision of the Township Supervisor as stated in Step Three.
2. The Union shall request, in writing, that the grievance be placed on the agenda for the next Macomb Township Board of Trustees' meeting. Confirmation of such action will be provided to the Union.
3. The grievance may be heard by the Township Board of Trustees in closed session pursuant to 1976 PA 267, as amended, at the discretion of the Board of Trustees or upon written request by the employee.
4. The Employer shall notify the Union of a decision rendered, if any.

E. Step Five: Arbitration

1. If the Employer and the Union shall be unable to resolve any grievance, then the grievance may be appealed to arbitration by either party. A selection of arbitrators shall be made by the Employer and the Union within ninety (90) calendar days following the signing of the agreement. The roster of Arbitrators shall consist of six (6) members and once the selection process is completed, the Union and the Employer will add the roster to the agreement by a Letter of Understanding.
2. Within sixty (60) calendar days after the decision of the Employer, a written demand for arbitration must be filed with the other party. Within fifteen (15) calendar days from the demand for arbitration, the parties shall select the arbitrator from the agreed upon roster.
3. The parties established a procedure to follow in selecting an arbitrator from the list as follows:
 - a. Attempt to agree on an arbitrator from the list of six arbitrators above. If an arbitrator is agreed upon then contact the arbitrator for availability.

- b. If the parties cannot agree on a name or the agreed upon name is not available then proceed to “c” (below).
 - c. Conduct an alternate strike method with the following steps:
 - i. A coin toss will determine which party strikes the first name off the list.
 - ii. The party that lost the coin toss will strike a name second.
 - iii. The last name not struck on the list shall be the arbitrator to hear the grievance.
4. 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 (3).
 5. 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, the 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.
 6. If both the Union and the Employer agree, in a particular case, not to use the selected list of arbitrators, then the parties may agree in writing to use the American Arbitration Association (AAA) or the Federal Mediation Conciliation Service (FMCS) for case administration. Regardless of the selection of AAA or FMCS, the parties will follow the established rules of the American Arbitration Association.
 7. Nothing in this Agreement shall prohibit any party from presenting a employee’s Employment File for consideration of the arbitrator in accordance with the Bullard-Plawecki Act.
 8. The arbitrator will hold a hearing promptly; and issue a decision not later than thirty (30) days from the closing of the hearing or the date briefs are due to the Arbitrator. 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.

9. 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.
10. Either party may request a stenographer or court reporter provided such party bears the costs associated with the same and provides a copy of any transcript to the arbitrator and the other party.
11. The Employer shall not compensate the grieving employee(s) for their attendance at an Arbitration hearing.
12. The decision of the arbitrator shall be final and binding on all parties to the arbitration.
13. The parties acknowledge that the timeframe should be flexible to accommodate an orderly disposition of a grievance and agree to consent to an extension of up to fourteen (14) calendar days, which request for extension will not be unreasonably denied.

ARTICLE 10: 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

Should circumstances warrant, an employee may be disciplined for just cause. Disciplinary actions or measures may include, but are not limited to, the following: oral reprimand, written reprimand, suspension or discharge. Nothing in this Article however, shall prevent the Employer from appropriately disciplining an employee should circumstances warrant, up to and including discharge for just cause.

Section 2: Use of past record

In imposing any discipline, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously.

Section 3:

If the Employer has reason to discipline an Employee, it shall be administered in a manner that will not embarrass the Employee before other Employees or the general public. However, the Union and/or the Employee shall be held to the same standard of conduct when addressing such discipline.

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 11: PROBATIONARY EMPLOYEES

Section 1: Probationary Employee

- A. New Employees entering the bargaining unit shall be on probation for the first one hundred eighty (180) consecutive calendar days of their employment. After the probationary period, the employee shall be placed on the seniority list and his/her seniority shall be calculated from the date of hire or transfer into the bargaining unit.

- B. In the event that the employee experiences three (3) or more consecutive days off from work without pay during the probationary period, the probationary period will be extended for the length of unpaid days and the seniority date will be adjusted to reflect the unpaid time off from work.

Section 2: 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. Probationary employees will be represented by the Union for collective bargaining purposes only or as permitted by law.

Section 3: Seniority Status

There shall be no seniority amongst probationary Employees.

ARTICLE 12: 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, and familial status, number of dependents, political affiliation, marital status, disability or handicap.

Section 2:

The Employer's Human Resources Department shall maintain an up-to-date seniority list containing the names and job titles of all employees of the bargaining unit entitled to seniority in order of date of hire or adjusted seniority date. A copy of such list shall be furnished to the Union on a quarterly basis. The Union shall be notified in writing within five (5) working days of any changes in said list during the term of this Agreement.

Section 3:

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 first name, and finally by middle initial.

For employees hired after July 1, 2012, employees who were hired on the same day shall be listed on the seniority list according to their date of birth (month and day).

ARTICLE 13: 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 described under Article 15;
- 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 twenty-four (24) 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 retires;
- J. Employee provided false information on his/her application for employment with the Employer regardless of time of discovery;
- K. Employee performs work for another employer during his/her normal hours of employment with the Employer excluding vacation taken in a minimum of eight (8) hour increments as Described in Article 23: Vacation, Section 11 and with Article 39: Dual Employment; and
- L. Employee uses his/her employment with the Employer for their personal financial benefit or for the promotion of business for another employer or them self.

ARTICLE 14: LAYOFF

Section 1:

The word "layoff" means a reduction in the workforce due to a decrease of work or operating funds.

Section 2:

If it becomes necessary for a layoff, then the layoff procedure will be mandatory, as follows:

1. Temporary Employees, Probationary Employees, and then Part-time Employees working within an affected, established group *and* classification will be laid-off first, and then
2. Seniority employees within the affected, established group and classification will be laid-off beginning with the least senior employee.
3. Seniority Employees notified of layoff will have bumping rights within their group classification provided they can satisfactorily perform the work upon transfer without training, excluding department orientation. A Bumping Request must be submitted by the Employee in writing to the Human Resources Department within five (5) work days from notice of layoff.
4. Classifications for layoff purposes shall be listed under groups as follows:
 - A. Accounting
 - B. Assessing
 - C. Broadcast Media
 - D. Building

- E. Clerical
- F. Elections
- G. Facilities & Grounds and Recreation
- H. Human Resources
- I. Parks & Recreation
- J. Water/Sewer

5. Employees subject to layoff shall not be allowed to bump an Employee in a higher paid classification.
6. Employees bumped into a lower classification as a result of a reduction in the workforce shall be compensated at the rate of pay for the lower classification.

Section 3:

Employees to be placed on an indefinite layoff will be provided a minimum seven (7) calendar days notice of layoff. The Union Chairperson shall receive a list of the Employees being laid off from the Employer prior to the distribution of the layoff notices to the affected Employees.

Section 4:

Employees' seniority shall accrue during layoff but not to exceed double the employee's seniority at the time of layoff and no more than a maximum of two (2) years seniority can accrue for any Employee laid off. During an indefinite layoff, an affected employee will not accrue any fringe benefits nor achieve "vesting" for pension or retirement benefits.

ARTICLES 15: RECALL PROCEDURE

Section 1:

- A. Employees shall be recalled from a layoff according to classification and seniority (highest to lowest). The Employer shall provide the Employee with a written notice of recall via certified mail with a return receipt requested. The notice shall be sent to the Employee's last known address on file in Human Resources. It shall be the Employee's responsibility to provide Human Resources with a current address and telephone number in the event of a change during layoff.

- B. If the Employee fails to report for work within seven (7) calendar days after recall, then the Employer shall consider the Employee as having terminated their employment with the Township.

- C. An Employee, who exercised their bumping rights upon notice of layoff, shall be recalled to the first available vacancy in the classification from which they were removed in accordance with their seniority for up to twenty-four months from exercising bumping rights. After twenty-four months, the position will be filled in accordance with Article 16. The subsequent vacancy will be filled by an employee on layoff. In the event that there is no employee on layoff qualified to fill the opening, the Employer may fill the vacant position through the hiring process.

ARTICLE 16: NEW POSITIONS, TRANSFERS, RECLASSIFICATIONS, AND PROMOTIONS

Section 1:

The Employer and the Union recognize that ~~open positions~~, new positions, transfers, vacant positions (when approved at the discretion of the Employer) re-classifications and promotions may occur for members of this bargaining unit covered by this agreement and will be filled in accordance with the terms of the agreement.

Section 2:

Definitions for movement within the bargaining unit:

- A. New Position: a newly created position within the Bargaining Unit approved by the Employer and negotiated with the Union as it pertains to wages, hours, terms and conditions of employment.
- B. Transfer: A reassignment or lateral move of an Employee at the direction of the Township Supervisor to another position in the Township under the same classification and with no change in compensation.
- C. Re-Classification: The assignment of an employee to a classification introduced within a department reflecting a change in job duties and/or requirements required to perform the job, but not constituting a promotional opportunity.
- D. Vacant Position: A vacant position is a position left open or vacant by another employee whereby the Employer, subject to its sole discretion, has approved a request by the Elected Official and/or the Department Head to fill that position again.

- E. Promotion: The assignment of an employee to a higher position commensurate with a higher rate of pay, education, certification, and/or experience within the Bargaining Unit. The movement may occur within the same employment group or another employment group as established in Article 1, Section 3.1.
- F. Demotion: The reassignment of an employee to a lower position due to a reduction in the workforce, a decrease in operating funds, or for unsatisfactory performance.

Section 3: Posting Procedure

- A. The Employer will post newly created positions vacant positions or promotional opportunities for positions covered or established under this agreement for a period of seven (7) calendar days for the purpose of informing current members of the Bargaining Unit. The notices will be posted on Human Resources Bulletin Boards located in each Township facility. A copy of the job posting will be furnished to the Union Chairperson before or at the time of posting.
- B. A request for promotional consideration for a vacant position may be made by an employee of the Bargaining Unit and shall be based upon: the requirements of the position as posted, seniority, and past performance including attendance and disciplinary record. Such request will be made by completing a written application for promotion or for a vacant position and supplying all appropriate information as required by the Employer to the Human Resources Department. The Employer will select the best candidate to fill the position based upon the established requirements as described above.
- C. An employee who applies for a vacant position and is selected to fill that position may not apply for another vacant position for the next twenty-four (24) months.
- D. In the event that the Employer cannot fill a position within one hundred twenty

(120) days from the date of posting, then the Employer can request an extension of time from the Union. If an extension of time is not requested by the Employer from the Union beyond the one hundred twenty (120) day period, then the Employer will repost the position in compliance with Article 16, Section 3.A.

Section 4: Position Outside of the Bargaining Unit

- A. An employee who accepts a position outside of this Bargaining Unit shall have their seniority frozen as of the last day worked within the bargaining unit. An employee that accepts a position outside of the bargaining unit shall not have any right to return to their former position.

ARTICLE 17: REIMBURSEMENT OF EDUCATIONAL EXPENSES

Section 1:

- A. An Employee, who has been pre-approved by the Township Board to take necessary classes for certification related to the employee's job, will be reimbursed by the employer. The appropriate certificate must be issued for reimbursement of certification classes. The Employee is responsible for providing proof of satisfactory completion of the training to the Township for such reimbursement.

- B. The Employee will be responsible for providing the Employer with the current status of his/her certifications along with any other documentation required to substantiate the need for additional training.

- C. Additional reimbursement for meals, lodging, and mileage, if required and approved by the Board of Trustees, will be made in accordance with the Employer's Expense Reimbursement Policy. Employees will not be eligible for payment for travel time unless mandated by law.

ARTICLE 18: TEMPORARY ASSIGNMENTS WITHIN THE BARGAINING UNIT

Section 1: Higher Classification

An employee who is directed to work in a higher paid classification for eight (8) or more hours will be paid at the rate of the higher classification. The employee will be assigned to work in the higher classification for a minimum of eight (8) hours.

Section 2: Lower Classification

On temporary assignments to a lower paid classification; the employee will not encounter a reduction in pay.

Section 3: Recording of Township Minutes

- A. The Township Clerk is responsible for the recording of Township meeting minutes. Should the Clerk elect not to record the minutes, then the Deputy Clerk shall record the minutes. In the event the Deputy Clerk cannot record the minutes, then an employee within the Clerk's Office shall, at the direction of the Clerk, record the minutes.
- B. When an Employee assigned to the Clerk's Office records the minutes, the Employee shall be paid a minimum of two (2) hours pay at their hourly rate of pay.

ARTICLE 19: LEAVES OF ABSENCE

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

- A. An employee must use accumulated sick leave, personal, and vacation 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 Employer's FMLA Policy. The employee must first use sick days, then personal days, and then vacation days.

- B. An employee must use accumulated vacation, and/or personal days for unpaid FMLA leave for the birth and care of the employee's child or placement for adoption of foster care.

- C. Contractual benefits will be calculated in conjunction with a FMLA leave as follows:
 - 1. Seniority will be frozen for employees on an unpaid FMLA leave;

 - 2. Vacation will be prorated based upon the actual time worked in the year;

 - 3. Personal time will be awarded on the employee's anniversary date and will not be prorated;

 - 4. Raises resulting from the provisions of the collective bargaining agreement will only be calculated on the time worked exclusive of any time off on a FMLA leave; and

 - 5. Compensation for longevity earned during the year will be prorated to reflect time actually worked exclusive of a FMLA leave.

Section 2: Medical Leave of Absence

Any employee who due to illness or injury exhausts their benefit time under 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 Employer shall provide health, dental, optical, and life insurance coverage from the original date of disability provided the employee's absence is paid by using banked time-off or the employee is receiving disability payments under the Employer's short-term or long-term disability insurance policy(ies). Beyond that time, the Macomb Township Board will review the circumstances and approve or decline any extension for a medical leave of absence on a case-by-case basis. For employees with less than one year of service, a disability medical leave of absence and employer provided insurance coverage will be limited to the amount of time employed by the Employer before the disabling event and disability insurance eligibility requirements. Beyond that period of time, the disabled employee will be able to continue their health, dental, optical, and life insurance coverage through the Employer at their own expense provided such continuation of coverage, excluding health insurance, meets the requirements of the insurance carrier and payments are received in full and on a timely basis (on or before the due date).

Section 3: Personal Leave of Absence

- A. An employee with six (6) months of continuous employment with the Employer may apply for a Personal Leave of Absence. The Personal Leave of Absence shall not exceed twelve (12) consecutive months or the time actually worked for the Employer, whichever is less. The approval of a request for an extension for any Personal Leave will be at the discretion of the Employer. All leaves shall be requested in writing to the Human Resources Department fifteen (15) days in advance of the effective date and will state the reason for such leave as well as the dates on which the leave will start and end. In the event of an emergency, the advanced notice may be waived.
- B. Time absent from work while under an approved personal leave of absence shall not be counted as time at work for any benefits. However, during a personal

leave of absence, the employee shall be able to continue their health, dental, vision, and life insurance through the Employer at their own expense provided such continuation of coverage, excluding health insurance, meets the requirements of the insurance carrier and 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 personal leave of absence 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 vacation and personal time if ordered to attend training or if called for active duty.

ARTICLE 20: SICK TIME

Section 1: Annual Allowance

- A. An employee hired before July 1, 2006 shall earn 5.34 hours of sick time per month. Sick time shall be allocated based upon 24 pay periods (2.67 x 24) up to a maximum of sixty-four (64) hours of sick time per year. Sick time will be coordinated with short-term disability insurance beginning on the first day for injury and the eighth day for illness. Sick Time shall be pro-rated in the event of any unpaid absence during the previous year.

- B. An employee hired on or after July 1, 2006 shall receive forty (40) hours of sick time per year based upon their respective date of hire following ninety (90) days of employment. Subsequently, the employee shall earn 5.34 hours of sick time per month. Sick time shall be allocated based upon 24 pay periods (2.67 x 24) up to a maximum of sixty-four (64) hours of sick time per year. Sick time will be coordinated with short-term disability insurance beginning on the first day for injury and the eighth day for illness. Sick time shall be pro-rated in the event of any unpaid absence during the previous year.

For those employees hired on or after July 1, 2006, as of July 1, 2015, the Finance Director shall convert their existing hours of sick time, including a pro-ration of hours that would be allocated at their anniversary date, and add the same to the employee's "bank".

- C. For those employees who were hired on or after July 1, 2006, but before March 25, 2009, any hours banked prior to January 1, 2009 will remain in the employee's bank until used and shall not be included in the calculation of the eighty (80) hour maximum as referenced below in Section 5.B

Section 2: Use of Sick Time

Sick time will not be earned for any unpaid time-off from work. Sick time may be taken in increments of one (1) hour followed by one half ($\frac{1}{2}$) hour increments as to allow for flexibility when going to doctor appointments. Sick time may only be used for: illness or injury; doctor appointments; and the care of ill or injured members of the employee's family who reside in the employee's household.

Section 3: Illness or Injury

- A. An employee, making a claim for sick time which the Employer considers to be excessive and/or abusive, will be required to take a physical examination by a physician of the Employer's choice, but without cost to the employee, in order to determine the physical fitness of the employee to perform their duties.

- B. If the employee is determined to be able to work with restrictions, then the Employer will attempt to accommodate the employee's work restrictions. However, if the Employer cannot accommodate the restrictions or the employee is determined to be unable to work, then the employee shall be sent home until such time that they can perform the essential duties of their job. This paragraph will not prevent an employee from using banked sick time.

- C. A request for sick time must be accompanied by a statement from the attending physician, if requested by the Employer when the employee has been off work due to his sickness or accident for three (3) or more consecutive days or when the claim for sick time is for an employee with a history of absenteeism. The medical statement must indicate: when the employee was treated by the attending physician; the period of time the employee was disabled; when the employee may return to work; and if the physician has placed any restrictions on the activity of the employee. Failure to provide the required information may result in preventing and/or delaying the employee from returning to work and may result in discipline being rendered.

Section 4: No Advance Credit

Sick time shall not be allowed in advance of being earned. If an employee has insufficient banked sick time to cover an absence, then no allowance for sick time shall be granted. Employees may use “banked” personal and then “banked” vacation time to cover an absence for illness or injury provided all banked sick time has been exhausted.

Section 5: Accumulation

- A. Employees hired before July 1, 2006 shall accumulate sick time up to a maximum of nine hundred sixty (960) hours. Once an employee accumulates nine hundred sixty (960) hours, then all additional sick time shall be forfeited.
- B. Employees hired after July 1, 2006 may accumulate a maximum of one hundred twenty (120) hours of sick time. However, once the maximum of one hundred twenty (120) hours is reached, further hours will be forfeited.
- C. Employees hired after July 1, 2006 may accumulate a maximum of one hundred twenty (120) hours of sick time. However, once the maximum of one hundred twenty (120) hours is reached, further hours will be forfeited.

Section 6: Payment at Employee’s Resignation in Good Standing, Retirement, or Death

- A. For employees hired before July 1, 2006, payment of banked sick time shall be made at the rate of fifty percent (50%) up to a maximum of nine hundred sixty (960) hours upon voluntary separation of employment in good standing or retirement, and at one hundred percent (100%) in the case of death.
- B. For employees hired on or after July 1, 2006, payment of unused sick time shall be made at the rate of fifty percent (50%) up to a maximum of one hundred twenty (120) hours upon voluntary separation of employment in good standing or,

retirement, and at one hundred percent (100%) in the case of death.

Section 7: Evidence of Fitness

After an absence of five (5) days or more due to injury or illness or in the event of surgery, the Employer may require an employee to present medical certification of their physical or mental fitness to return to work. Additionally, the Employer may require the employee to successfully pass a “fitness for duty” examination in order to further determine their ability to return to work. Such examination will be administered at the Employer’s Occupational Medical Provider’s office or clinic and the cost of such an examination will be paid by the Employer.

Section 8: Restriction

Sick time may not be used to cover tardiness in reporting to work.

ARTICLE 21: BEREAVEMENT LEAVE

Section 1:

An employee will receive up to three (3) days of paid bereavement leave to make arrangements for and to attend a funeral including the showing of the deceased relative 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 their bereavement leave by two (2) additional days, by using accumulated (banked) personal or vacation time.

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 personal time and/or vacation time and/or up to one (1) day off without pay to be excused from work to attend the funeral of the deceased.

ARTICLE 22: PERSONAL TIME

Section 1: Annual Allowance

- A. An employee hired on or after July 1, 2006 shall receive thirty-two (32) hours of personal time based upon their date of hire (anniversary date) with the Employer. A newly hired employee will be granted thirty-two (32) hours of personal time following ninety (90) calendar days of continuous employment. An employee hired before July 1, 2006 shall receive forty (40) hours of personal time based upon their date of hire (anniversary date) with the Employer.
- B. Personal time will be renewed annually upon the anniversary date of the employee.
- C. Personal time shall be pro-rated for unpaid absences, if any, during the previous year.

Section 2: Use of Personal Time

Personal time may be taken in increments of one (1) hour and should be requested in advance as stipulated in the Employer's Attendance Policy. Personal time must be used during the year that it is received and may not be carried over into the next year. Any unused personal time at the end of the anniversary year will be forfeited by the employee.

Section 3: Payment at time of Voluntary Resignation in Good Standing, Retirement or Death

- A. At the time of voluntary resignation in good standing or retirement, an employee will be paid for any unused personal time at one hundred percent (100%) value.

- B. Upon the death of an employee, unused personal time will be paid to their estate at one hundred percent (100%) value.

Section 4: No Advance Credit

Personal Time shall not be granted in advance of the employee's anniversary date or the calendar year, whichever is applicable.

Section 5: Restriction

Personal time may not be used to cover tardiness in reporting to work.

ARTICLE 23: VACATION

Section 1: Annual Allowance

- A. Employees hired before July 1, 2006 shall receive vacation time with pay as follows:
1. Who have completed five (5) years of continuous employment shall receive one hundred twenty (120) hours of vacation per year.
 2. Who have completed ten (10) years of continuous employment shall receive:
 - a. Ten (10) years of continuous service, one hundred twenty-eight (128) hours of vacation
 - b. Eleven (11) years of continuous service, one hundred thirty-six (136) hours of vacation
 - c. Twelve (12) years of continuous service, one hundred forty-four (144) hours of vacation
 - d. Thirteen (13) years of continuous service, one hundred fifty-two (152) hours of vacation
 - e. Fourteen (14) years of continuous service, one hundred sixty (160) hours of vacation
- B. Employees hired on or after July 1, 2006 shall receive vacation time with pay based upon their date of hire by the Township as follows:

1. Shall receive forty (40) hours of paid vacation during their first year of employment upon their date of hire.
2. Have completed one (1) year of continuous employment shall receive eighty (80) hours of paid vacation per year.
3. Have completed ten (10) years of continuous employment shall receive one hundred twenty (120) hours of paid vacation per year.

C. Vacation time will be renewed upon the anniversary date of the employee.

Section 2: Workers' Compensation

Employees who lose time due to an on-the-job disability under an approved claim for Workers' Compensation shall receive their vacation as though the time was worked up to a maximum of one year following the date of the disabling incident.

Section 3: Sell Back

- A. Employees shall be allowed to accumulate vacation days for a two (2) year period. At the end of each anniversary period employees may sell back to the Employer vacation days earned but not used up to a maximum of ten (10) days at the rate of one hundred (100%) percent. The days sold back to the Township must not exceed fifty (50%) percent of earned vacation time.
- B. In the event an Employee's vacation is denied by the Employer because of Township business requirements; then the Township Supervisor shall have the discretion to extend the time that the Employee must use their vacation time by a maximum of sixty (60) days. The Employee shall only be denied their vacation request based upon the reasonable needs of the Township. The purpose of this

provision is to aid management in maintaining continuity of the work force and is not intended to deny employees any of their earned vacation.

Section 4: Payment at Voluntary Resignation in Good Standing, Retirement, or Death

In case of resignation in good standing, retirement, or the death of an Employee, they or their estate will be paid for all unused vacation time at 100% value.

Section 5: Requests for Vacation

- A. Vacation requests shall be submitted to the Employee's Department Head prior to the date requested in order to allow the Department Head an opportunity to adjust manpower.
- B. Vacation requests may be submitted up to ninety (90) days in advance of the date requested and shall be granted on the basis of seniority but not to the detriment of lower seniority employees. Additionally, vacation requests submitted may be approved or denied on a "first come" basis provided minimum staffing levels are maintained.
- C. A vacation request submitted to the Department Head on or before the employee's last day of work may be approved provided there is adequate time to arrange for coverage during the employee's absence. However, employees may not call-in and request vacation for that same day.

Section 6: Use of Vacation Time

Vacation time can only be taken in four (4) hour segments.

Section 7:

In case of illness, said Employees can use their vacation time, if needed, after all sick time and personal time have been exhausted.

Section 8:

The Employer shall, upon the written request of an Employee, issue vacation checks in advance of the approved vacation. The request must be received prior to the end of the pay period preceding the scheduled vacation.

Section 9: Vacation Proration

Vacation time shall be pro-rated in the event of any unpaid absence during the previous year except as provided under Article 40, Section 3: Workers Compensation.

Section 10: Vacation Restriction(s)

- A. Vacation time shall not be allowed in advance of being earned.
- B. Vacation time may not be used to cover tardiness.

Section 11: Vacation Time and Dual Employment

An employee may work for another employer while on vacation from the Employer provided: (1) the vacation request is submitted to and approved in advance by the employee's Department Head; (2) vacation is taken in a minimum of eight (8) hour increments; and (3) the employee is in compliance with Article 39: Dual Employment.

ARTICLE 24: HOLIDAYS

Section 1:

A. The following Employer observed holidays 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
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

B. 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.

Section 2:

In order to qualify for holiday pay, the Employee must work their last scheduled workday prior to the holiday and their first scheduled workday following the holiday. Excused absences, such as bona fide sickness (doctor's note required), pre-approved personal

time, or pre-approved vacation will qualify the Employee for holiday pay.

Section 3:

An Employee who is eligible for holiday pay and is required to work on a holiday shall receive holiday pay, plus double the rate of pay for all hours worked on the holiday.

Section 4:

In the event, the Employer decides, under Article 3: Management Rights, Section 1D, to close the general offices of the Township during the regularly scheduled work days between Christmas Day and New Year's Day and provides the Union and the employees with a minimum of a thirty (30) day notice:

- A. The Employer agrees to compensate each employee for their regular hourly wages of one (1) of the days the Township opts to close.
- B. Employees may use "banked" personal, sick or vacation hours to remain paid for the additional regularly scheduled work days the Township is closed.
- C. Excepting Article 24 Section 4 A, if any employee does not properly notify Employer of its desire to use "banked" time as described in Article 24 Section 4 B, employee will not be paid for the days the general offices are closed as described in this Article 24 Section 4.

ARTICLE 25: WORKING HOURS

Section 1: Schedule

- A. The regular workweek schedule will be from Monday through Friday consisting of eight and one half (8 1/2) hour days with a sixty (60) minute lunch break of which the second one half (1/2) hour will be paid provided the employee works a minimum of five (5) hours.

- B. The Board of Trustees and/or the Township Supervisor will establish the hours of operation for the departments of the Township in order to provide services to the general public.

- C. In the event of a change in the hours of operation, the Employer will provide the Union and Employees with a fourteen (14) day advanced notice. In addition, a Department Head, with the approval of the Township Supervisor, will provide an Employee(s) with a seven (7) day advance notice of any change in hours pertaining to their regular workweek that does not constitute an overall change in hours of operation.

Section 2: Flexible Work Hours

In recognition that certain departments of the Township, Broadcast Media, Facilities & Grounds, and Parks & Recreation operate on a seven (7) day basis different from the regular hours of operation of the Township 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 (8½) hour workday. The Township and the Union agree to the following:

- A. The standard working hours as stipulated in the Collective Bargaining Agreement may be modified in order to accommodate the hours of operation of the Broadcast Media, Facilities & Grounds, and Parks & Recreation Departments;
- B. All employees will work an eight and a half (8 1/2) hour workday which will include a ½ hour of paid lunch and a ½ hour of unpaid lunch. Each employee will receive one (1) fifteen (15) minute break in the first half of their shift and one (1) fifteen (15) minute break in the second half of their shift;
- C. An employee may be scheduled flexible working hours provided the hours worked within a pay period total seventy-five (75) hours. However, payment for hours worked will be in accordance with Article 26: Overtime Premium;
- D. In the event that an employee is scheduled flexible work hours so that they only work a half of a day (four (4) hours or less), then the unpaid and paid lunch period will not be taken.
- E. When scheduling flexible work hours, the Director of Parks and Recreation or the Manager of the Broadcast Media Department and the employee will jointly prepare a monthly schedule two weeks in advance.
- F. In scheduling flexible hours, an employee shall not be required to work less than three (3) hours in one day nor will an employee be mandated to work a day whereby the hours are interrupted with a substantial break (one (1) hour or more) between the first part of the shift and the second part of the shift. However, if mutually agreed upon between the Director or Manager and the Employee, this provision may be amended on a case by case basis.
- G. Under flexible hours, an employee will be considered to be late, if they report any time after that planned starting time.

H. Recognizing that certain Parks and Recreation activities may not occur in the Recreation Center and that other activities covered by the Broadcast Media and Facilities & Grounds may not occur at the Department, the Director of Broadcast Media, the Supervisor of Facilities & Grounds, and the Director of Parks and Recreation may allow the employee to submit a written record of time worked in lieu of the automated time and attendance system. This written record may be used for recording in and out activity as well as overtime. However, all written records will have to be submitted to the Finance Department by 9:00 a.m. of the Monday following the end of the workweek.

Section 3: Break Time

Employees shall be allowed two (2) fifteen (15) minute breaks with pay each day: one (1) break in the first half of their work day and one (1) break in the second half of their work day.

Section 4: Emergency Weather

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:

If notwithstanding the closing of the Township certain Employees are required to report to work, such Employees shall be compensated at the rate of one and one half (1 ½) times their hourly rate of pay.

ARTICLE 26: OVERTIME

Section 1: Pay

- A. Employees shall be paid overtime for authorized hours worked from Monday through Saturday in excess of forty (40) hours at a rate of one and one half (1 1/2) times the hourly rate of pay and at two (2) times the hourly rate for any hours worked on a Sunday or on a Township observed holiday.

Note: Employees will not be eligible for paid overtime for any unauthorized hours at the workplace including time punched in before and after the normal hours of operation of the Township.

Section 2: Call-in Pay

If an employee is “called in” to work during an emergency by the Township Supervisor or the Department Head, 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

- A. Overtime shall be assigned and equalized within twelve (12) hours amongst Employees holding the same job classification within their assigned department provided they can satisfactorily perform the work.
- B. Any Employee in a classification who refuses or is otherwise unavailable to work when asked will be charged the hours that were worked on that date.
- C. An employee required to work for more than sixteen (16) consecutive hours in any twenty-four (24) hour period shall receive four (4) hours off with pay at the

beginning of their next scheduled workday during a twenty-four (24) hour period for the purpose of safety. In the event that the next scheduled workday is outside of the twenty-four (24) hour period, then the employee's vacation bank will be credited with four (4) hours.

- D. In the event overtime is required and an insufficient number of employees accept the opportunity to work overtime, then the Department Head may invoke mandatory overtime beginning with the lowest seniority employee within a classification and continuing upward within that classification until the required manpower is obtained. An employee who refuses or fails to appear for mandatory overtime shall be subject to discipline.
- E. Paid time-off (sick, personal, or vacation) shall be counted as time worked for the purpose of calculating overtime.

ARTICLE 27: STANDBY DUTY FOR WATER & SEWER

Section 1: Standby Duty

- A. A Water & Sewer Department Employee who is assigned standby duty shall be paid twenty-five dollars (\$25) per day for each day said Employee is on standby duty. While on standby duty, the Employee will be readily accessible through the Employer provided cell phone, and not be further than twenty-five (25) miles away from the Township.
- B. Standby duty shall be mandatory for all inspectors and utility, lead utility, and advanced utility workers in the Water & Sewer Department.
- C. The employee will be paid for standby duty regardless of being called-in. However, in the event the employee is directed by his supervisor to report to the Township Office to address a reported problem, then the employee shall be paid at time and one half (1 ½) their hourly rate of pay from the time of the documented call from the Sherriff's Department or notifying agency.
- D. The Water & Sewer Superintendent will provide Employees with a six (6) month schedule for standby duty.
- E. The standby schedule will be prepared from January through June and from July through December.
- F. The Water & Sewer Department Superintendent shall revise the schedule in the event of the addition or reduction of manpower.
- G. The employee assigned to standby duty will notify the Superintendent and the Township Fire Department where he can be reached at all times during standby duty.

H. In the event that an employee who is assigned to standby duty is not capable of performing their duty, then they shall be responsible for arranging for an alternate employee to perform their duty, “buddy system”, except in the event of a “bona fide” medical emergency. In that case, the employee or a member of their family shall contact the Superintendent to arrange for an alternate employee to perform the standby duty.

Section 2: Township Vehicle

An employee on standby duty shall have the use of a Township vehicle if called into the Township for an emergency. If a Township vehicle is not available, the employee will be reimbursed for the use of their personal vehicle in accordance with the Township’s Reimbursement Policy.

Section 3: Overtime List

A separate overtime list for emergency call-in shall be established by seniority or alphabetically. The seniority list shall not include normally scheduled overtime.

Section 4: Emergency Duty

All employees classified as an Inspector, Lead Utility Worker, Advanced Utility Worker or Utility Worker are required to report for duty when called-in for emergencies related to the Water & Sewer Department, e.g., water main breaks, snow emergencies, etc. Employees failing to report for emergency duty will be subject for discipline.

Section 5: Mandatory Certification for Water & Sewer Inspectors and Utility Workers

A. Employees holding the positions of Inspector or Utility Worker are required to obtain an S-4 Certification from the State of Michigan by December 31, 2014.

Any Inspector or Utility Worker who fails to obtain the S-4 Certification will be placed on indefinite layoff as described in Article 14 until such time that they obtain the required certification or twenty-four months whichever comes first.

- B. The Employer will pay only one time for training and the cost of testing, if any, toward the certification. Any additional training and/or cost for certification, as a result of the employee's unsuccessful attempt to become certified, shall be borne by the employee.

ARTICLE 28: LONGEVITY PAY

Section 1:

- A. Employees hired before July 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 on or after July 1, 2006 are not eligible to receive longevity pay.

Section 2:

The percentage listed below is to be applied to annual base salary (hourly rate of pay X 2,080 hours) in effect during the pay period preceding the anniversary date of hire with the 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:

Years of Continuous Service

Upon Completion of:

Percent of Base Pay

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. Upon an employee's retirement or death, the employee or their estate, 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 retirement or death as the case may be. There shall be no pro-rata payment in the event of voluntary or involuntary separation excluding retirement and death.

ARTICLE 29: JURY DUTY

Section 1:

An employee who serves on Jury Duty shall be paid their regular rate of pay for hours served on Jury Duty. The employee shall provide the Township with court furnished documentation and sign over to the Township any payment received for Jury Duty, excluding parking and meals 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.

Section 3:

Should an employee be released from Jury Duty before 2:00 P.M., then the employee shall be required to report for work.

ARTICLE 30: MEDICAL & HOSPITALIZATION, VISION AND DENTAL INSURANCE

Section 1: Medical & Hospitalization

The Employer shall provide medical and hospitalization coverage as follows:

- A. Employees hired before July 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.
- B. Employees hired on or after July 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 Community Plan 1 (PPO) provided they pay any difference in cost.
- C. An employee shall become eligible for Medical & Hospitalization, Dental and Vision insurance on the first day of the month following sixty (60) days of continuous employment.
- D. Upon separation of employment excluding retirement under Article 35, 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. The Prescription Drug Co-pay for the PPO plan is established for calendar year 2013 as \$5/\$25/\$50 and the Prescription Drug Co-pay for the HMO plan will be \$10/\$40.

G. Please refer to “Benefits at a Glance” statements from Blue Cross Blue Shield or 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 sixty (60) days of continuous employment.
- B. Upon separation of employment excluding retirement under Article 35, 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 3: 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 sixty (60) days of continuous employment.

- B. Upon separation of employment excluding retirement under Article 35, 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 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 complementary benefit package.

Section 5: 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 July 1, 2006 under 2015 rates:

Medical (PPO)	\$634.52	
Vision	9.77	
Dental	<u>44.63</u>	
	\$688.92	
$\$688.92 \times 50\% = \344.46		$\frac{\$344.46 \times 12 = \$158.98}{26}$
Cash payment per pay period	\$158.98	

Example for employees hired on or after July 1, 2006 under 2015 rates:

Medical (HMO)	\$697.33	
Vision	9.77	
Dental	<u>44.63</u>	
	\$751.73	
$\$751.73 \times 50\% = \208.14		$\frac{\$375.87 \times 12 = \$173.48}{26}$
Cash payment per pay period	\$173.48	

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 6: 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 dependents' 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 7: Medical & Hospitalization, Dental and Vision Insurance – 2015 through 2018

1. The Union and the Employer agree to negotiate coverage for the purpose of controlling costs and/or reducing premiums for medical & hospitalization, dental, and vision insurance for the years 2015 - 2018 through “interest based bargaining” with other Unions representing Macomb Township employees under other collective bargaining agreements.
2. The Union and the Employer shall continue to participate in Interest Based Bargaining or Collective Bargaining on a quarterly basis throughout the remainder of the Agreement for the purpose of evaluating further plan design changes including, but not limited to co-pays and deductibles, co-insurance, and premium sharing and other options in order to control costs and/or reduce premiums for medical & hospitalization, dental, and vision insurance for calendar years 2015 - 2018; and to implement such changes on a timely basis in order for new rates to become effective on January 1st of each year.
3. Furthermore, the Union and the Employer agree to re-open the Agreement as it pertains to Article 30 should the current or future Macomb Township Board of Trustees elect not to “opt-out” of Michigan Public Act 152 during the life of this Agreement.

ARTICLE 31: DISABILITY INSURANCE

- A. The Employer shall provide short-term and long-term disability insurance. Short-term disability insurance benefits will begin on the first (1st) day of injury or on the eighth (8th) 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 (1st) day of the month following ninety (90) days of continuous employment.
- C. Disability insurance coverage will end on the last day of employment of the employee for the Employer.
- D. Employees will continue to accrue vacation, sick, and personal time while collecting short-term disability insurance benefits.
- E. Employees may use banked sick time to subsidize short-term disability benefits as allowed by the insurance carrier.

ARTICLE 32: GROUP TERM LIFE INSURANCE

- A. The Employer shall provide each Employee with group term life insurance at an amount equal to the employee's annualized base pay (hourly rate of pay X 2,080) with an accidental death and dismemberment (AD&D) rider. The provider of such coverage will be at the discretion of the Employer.

- B. Employees will become eligible for group term life insurance on the first (1st) day of the month following ninety (90) days of continuous employment.

- C. Term life insurance coverage will cease on the last day of employment with the Employer excluding qualified retirement.

ARTICLE 33: WORK CLOTHING AND IDENTIFICATION

Section 1:

A. The Employer shall provide seven (7) work uniforms of a color and design selected by the Employer each year to employees, excluding clerical, in the Assessing, Broadcast Media, Building, Maintenance, and Water & Sewer departments each year during the month of March.

Note: Whenever possible, the employee's preference in the selection of uniforms may be considered.

B. The Employer shall also provide the same employees with a raincoat, hat, protective boots, coveralls, and winter & spring jackets to be replaced, as needed.

C. 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.

D. The Employer will reimburse an employee listed above in Section 1.A up to \$100 a year for the purchase of work boots. However, an employee shall only be eligible for another reimbursement six (6) months from the date of the last reimbursement.

E. The Employees shall be responsible for laundering their Township provided uniforms on a regular basis as required by their Supervisor. The Employer shall be responsible for cleaning a uniform that in the performance of one's job assignment is contaminated by sewage or other hazardous material.

F. Employees who are issued uniforms shall be required to wear their uniforms during hours of employment and according to their Department Head's instruction. Uniforms should be worn in a manner deemed to be proper, professional, and neat at all times. In Assessing, uniforms must be worn by employees when performing job duties out of the office.

Section 2:

The Employer shall supply Township identification badges/cards to inspectors, utility workers, and assessors. These identification badges/cards must be visible and worn above the waistline while performing work in the field.

ARTICLE 34: TRAVEL EXPENSE REIMBURSEMENT

Section 1:

The Employer will provide vehicles to employees who work in the field on a daily basis. Employees will use Township vehicles in compliance with the Township's Vehicle Policy.

Section 2:

Employees that are required to travel in the performance of their job and incur expenses shall be eligible for reimbursement of certain expenses as described in the Employer's Travel Expense Policy (see Attachment D).

ARTICLE 35: RETIREMENT

Section 1: Defined Contribution Group Pension Plan 401(a)

- A. The Employer agrees to provide a Defined Contribution 401(a) Pension Plan to eligible employees covered under this agreement whereby the Employer shall contribute an amount equal to ten percent (10%) of base pay only and with the employee contributing an amount equal to five percent (5%) of their base pay. Any additional income such as overtime, stipends, longevity bonus, etc., is excluded from the calculation of the contribution requirements.
- B. Participation in the Defined Contribution 401(a) Group Pension Plan will begin on the first day of the month following ninety (90) days of continuous employment.
- C. Employees should refer to the plan document for further information regarding the Macomb Township 401(a) Group Pension Plan.

Section 2: Contributions and Statements

The Employer agrees to send contributions in on a monthly basis and to furnish Employees with quarterly financial statements.

Section 3: Deferred Compensation Plan

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

Year Maximum Annual Contribution

Section 4: Retiree Medical & Hospitalization, Vision, and Dental Insurance

A. Eligible Employees

1. Employees who were hired prior to July 1, 2012 shall be eligible for retiree benefits as follows Retiree Medical & Hospitalization, Vision, and Dental Insurance.
2. If an active employee was retiree eligible 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.

B. Employees Hired After July 1, 2012

1. Employees hired on or after July 1, 2012, shall not be eligible for retiree medical & hospitalization, vision, and dental insurance.
2. Employees hired on or after July 1, 2012 shall participate in a Retiree Medical Savings Plan by contributing three percent (3%) of their gross wages earned from date of hire. The Employer will hold such monies during the probationary period and deposit the accumulated funds into the employee's Retiree Medical Savings Plan account following one hundred eighty (180) days of employment (the end of the probationary period). Contributions will be immediately vested.

C. Insurance for Employees Hired Before July 1, 2012 Who Retire Under this Agreement

1. Employees of the bargaining unit who were hired prior to July 1, 2012 and retire under this agreement shall be eligible to receive the same medical & hospitalization, vision, and dental insurance coverage as provided to active employees.

2. The retired Employee's spouse, at the time of retirement, shall have the option of the same coverage through the Employer, at any time (including after the death of the retired Employee) provided the spouse does not have benefits elsewhere that are equal to, or better than the Employer's coverage.

D. Eligibility Requirements for Employees Hired Before July 1, 2012 Who Retire Under this Agreement

1. In order to receive these retiree medical & hospitalization, vision, and dental benefits, an eligible Employee must meet one of the following requirements:
 - a. Eligible employees must be age sixty-two (62) or above with more than ten (10) years of continuous full time service with the Township.

 - b. Employees must be age fifty-five (55) or above with more than fifteen (15) years of continuous full time service with the Township.

 - c. Employees with more than twenty-five (25) years of continuous full-time service, regardless of age, may purchase medical & hospitalization, vision, and dental insurance, at their own expense, at the rates being paid by the Township, up to age fifty-five (55), at which time the Township will pay for the benefits.

Section 5: 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 complementary benefit package.

Section 6: Life Insurance at Retirement

An employee, regardless of date of hire, will be eligible for \$10,000 of Group Term Life Insurance provided the employee meets one of the requirements as follows:

- A. Eligible employees must be age sixty-two (62) or above with more than ten (10) years of continuous full time service with the Township.

- B. Eligible employees must be age fifty-five (55) or above with more than fifteen (15) years of continuous full time service with the Township.

- C. Employees with more than twenty-five (25) years of continuous full-time service.

ARTICLE 36: SEVERABILITY

- A. 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 37: WAGES

Section 1: Rates of Pay by Classification

The rates of pay for each classification shall generally increase

July 1, 2015	3% wage increase
July 1, 2016	2½% wage increase
July 1, 2017	2% wage increase

A. Refer to Appendix A for Rates of Pay by Classification for employees hired before July 1, 2006.

B. Refer to Appendix B for Rates of Pay by Classification for employees hired on or after July 1, 2006.

ARTICLE 38: DRUG & ALCOHOL FREE WORKPLACE

Macomb Township and the Macomb Township Public Employees Association 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 the Macomb Township Public Employees Association have a strong commitment to its employees and the public that we serve to provide an alcohol and drug free work environment. Therefore, the Employer and the Union have agreed to incorporate the Drug-Free Workplace Policy dated September 1, 2004 into the Collective Bargaining Agreement for regulated drivers (CDL) and all other employees covered by this agreement as presented in Attachment 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. (See Attachments B and C)

ARTICLE 39: DUAL EMPLOYMENT

Section 1: Declaration of Dual Employment

Any employee who maintains employment outside of the Township shall notify the Employer in writing of such employment on or before January 10th 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 employee, date of hire, classification, and hours to be worked. Failure to comply with this section may result in termination of employment with Macomb Township.

Section 2: Conflict of Interest

- A. Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of the Employer. 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 Employer are to act in the best interest of the Township. Each employee shall make prompt and full disclosure in writing to the Macomb Township Board of Trustees, of any potential situation which may involve a conflict of interest.

- B. An Employee shall not seek or accept for them self or for others any gifts, favors, or entertainment unless it is a benefit less than the value of \$100; or cash payments of any value from any person(s) or business organization(s) that seeks to or currently does business with the Township. Furthermore, an Employee is strictly prohibited from accepting any cash or cash equivalent such as stocks, marketable securities, loans, or trips and/or transportation (i.e., plane tickets, limousine service, etcetera), or the use of vacation homes or other private facilities.

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 Employer except as provided for under Article 23. Section 11.

ARTICLE 40: WORKERS' 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 immediately to their supervisor, if possible, or within twenty-four (24) hours on forms available from 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 up to one (1) year.

Section 4:

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

- B. Should the Employee's claim for Workers' Compensation be denied, then the Employee shall use banked sick, personal or vacation time to cover their absence.

Article 41: EFFECTIVE DATE AND DURATION

Section 1:

- A. This Agreement shall be effective on the first day of July 2015 and shall continue in full force and effect until June 30, 2018.

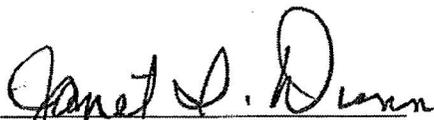
Section 2: Extensions

- A. 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.

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 29th day of June, 2015.

TOWNSHIP OF MACOMB
MACOMB COUNTY, MICHIGAN

MACOMB TOWNSHIP PUBLIC
EMPLOYEES ASSOCIATION &
MICHIGAN ASSOCIATION OF
PUBLIC EMPLOYEES



Supervisor



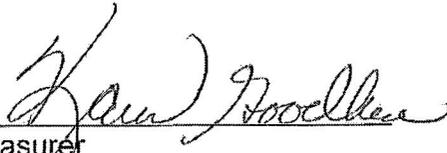
MAPE Staff Representative



Clerk



Chairperson



Treasurer



Vice Chairperson



Legal Counsel



Records Administrator

Appendix A

Group Classification	Tier 1			
	12/18/2014 Wage	Year 1	Year 2	Year 3
Accounting				
Accountant	\$25.26	\$26.02	\$26.67	\$27.20
Lead Accounting Clerk	\$24.06	\$24.78	\$25.40	\$25.91
Accounting Clerk	\$21.72	\$22.37	\$22.93	\$23.39
Assessing				
Senior Appraiser	\$32.12	\$33.08	\$33.91	\$34.59
Property Appraiser	\$30.82	\$31.74	\$32.54	\$33.19
Appraiser	\$29.54	\$30.43	\$31.19	\$31.81
Appraiser Aide	\$26.06	\$26.84	\$27.51	\$28.06
Broadcast Media				
Technician	\$28.66	\$29.52	\$30.26	\$30.86
Access Producer/Writer	\$27.48	\$28.30	\$29.01	\$29.59
Building				
Lead Inspector	\$35.32	\$36.38	\$37.29	\$38.03
Building Inspector	\$31.26	\$32.20	\$33.00	\$33.66
Electrical Inspector	\$31.26	\$32.20	\$33.00	\$33.66
Plumbing/Mechanical Inspector	\$31.26	\$32.20	\$33.00	\$33.66
Ordinance Enforcement Officer	\$26.06	\$26.84	\$27.51	\$28.06
Clerical				
Administrative Assistant	\$24.06	\$24.78	\$25.40	\$25.91
Secretary	\$21.62	\$22.27	\$22.83	\$23.28
Receptionist	\$16.00	\$16.48	\$16.89	\$17.23
Elections				
Elections Coordinator	\$24.30	\$25.03	\$25.65	\$26.17
Facilities & Grounds and Recreation				
Lead Maintenance Worker	\$25.00	\$25.75	\$26.39	\$26.92
Maintenance Worker	\$21.62	\$22.27	\$22.83	\$23.28
Human Resources				
Human Resource Assistant	\$21.72	\$22.37	\$22.93	\$23.39
Parks and Recreation				
Recreation Coordinator	\$27.80	\$28.63	\$29.35	\$29.94
Recreation Program Leader	\$24.20	\$24.93	\$25.55	\$26.06
Water and Sewer				
Inspector	\$27.81	\$28.64	\$29.36	\$29.95
Lead Utility Worker	\$26.29	\$27.08	\$27.76	\$28.31
Advanced Utility Worker	\$24.77	\$25.51	\$26.15	\$26.67
Utility Worker	\$21.62	\$22.27	\$22.83	\$23.28

Appendix B

Group Classification	Tier 2			
	7/1/2014 Wage	Year 1	Year 2	Year 3
Accounting				
Accountant	\$25.26	\$26.02	\$26.67	\$27.20
Lead Accounting Clerk	\$24.06	\$24.78	\$25.40	\$25.91
Accounting Clerk	\$21.72	\$22.37	\$22.93	\$23.39
Assessing				
Senior Appraiser	\$32.12	\$33.08	\$33.91	\$34.59
Property Appraiser	\$30.82	\$31.74	\$32.54	\$33.19
Appraiser	\$29.54	\$30.43	\$31.19	\$31.81
Appraiser Aide	\$26.06	\$26.84	\$27.51	\$28.06
Broadcast Media				
Technician	\$28.66	\$29.52	\$30.26	\$30.86
Access Producer/Writer	\$27.48	\$28.30	\$29.01	\$29.59
Building				
Lead Inspector	\$35.32	\$36.38	\$37.29	\$38.03
Building Inspector	\$31.26	\$32.20	\$33.00	\$33.66
Electrical Inspector	\$31.26	\$32.20	\$33.00	\$33.66
Plumbing/Mechanical Inspector	\$31.26	\$32.20	\$33.00	\$33.66
Ordinance Enforcement Officer	\$26.06	\$26.84	\$27.51	\$28.06
Clerical				
Administrative Assistant	\$24.06	\$24.78	\$25.40	\$25.91
Secretary	\$21.62	\$22.27	\$22.83	\$23.28
Receptionist	\$16.00	\$16.48	\$16.89	\$17.23
Elections				
Elections Coordinator	\$24.30	\$25.03	\$25.65	\$26.17
Facilities & Grounds and Recreation				
Lead Maintenance Worker	\$25.00	\$25.75	\$26.39	\$26.92
Maintenance Worker	\$21.62	\$22.27	\$22.83	\$23.28
Human Resources				
Human Resource Assistant	\$21.72	\$22.37	\$22.93	\$23.39
Parks and Recreation				
Recreation Coordinator	\$27.80	\$28.63	\$29.35	\$29.94
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Lead Utility Worker	\$26.29	\$27.08	\$27.76	\$28.31
Advanced Utility Worker	\$24.77	\$25.51	\$26.15	\$26.67
Utility Worker	\$21.62	\$22.27	\$22.83	\$23.28

Attachment A

Authorization for Payroll Deduction

MICHIGAN ASSOCIATION OF PUBLIC EMPLOYEES

Authorization for Payroll Deduction

By: _____
Last Name First Name Middle Name

To: Township of Macomb, or its Designated Representative:

Effective _____, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by the Michigan Association of Public Employees, upon being employed in the bargaining unit. The amount deducted shall be paid to the Treasurer of the Michigan Association of Public Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

Section 2. Start of Deductions

Check-off deduction under all properly authorized Authorization for Check-off forms shall become effective upon their employment date and when the Authorization is filed with the Employer or its representative the amount shall be deducted each pay of the month except for months with three pay dates when no dues shall be deducted from the third pay.

Section 3. Remittance of Dues or Service Fees:

Deductions for any calendar month shall be remitted to the designated treasurer of the Union with a list of those for whom dues or service fees have been deducted as soon as possible after 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 in writing that his authorization and request for check-off be terminated.

Employee Date

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

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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 FM CSA 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.*

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

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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: _____

Attachment D

TRAVEL EXPENSE POLICY



Human Resources Policy and Procedure

TRAVEL EXPENSE POLICY

Policy Statement

It is the policy of Macomb Township to reimburse employees who attend a pre-approved conference, seminar, or business meeting for business expenses.

Reimbursement shall be made for allowable expenses. In general, allowable expenses are defined as conference or seminar fees, transportation, accommodations, and meals. Any deviations from these allowable expenses require the approval of the Township Board of Trustees.

Expenses

Conference or Seminar Fees: Conference or seminar fees must be pre-approved and included in the departmental budget.

Transportation: The mode of transportation is to be selected with due consideration of costs to the Township and the specifics of the travel.

If a personal vehicle is used for travel, the employee will be reimbursed for mileage based on the Internal Revenue Service (IRS) rate. If an employee chooses and obtains the appropriate approval to drive his/her personal vehicle, mileage reimbursement will be made at the approved IRS declared rate not to exceed the established air fare (coach rate). When two or more persons travel in the same vehicle, mileage reimbursement shall only be paid to one employee. Reimbursable mileage does not include any mileage incurred for personal reasons, i.e., shopping, entertainment, etc.

When traveling by airplane, an employee is to travel in coach class. Reimbursement for air fare will be limited to "coach" rates. Every effort shall be made to secure air reservations at the lowest rate possible. Optional travel insurance is not a reimbursable expense.

If a rental car is required, the type and size of vehicle is to be selected with due consideration of cost to the Township and the specifics of the travel. Employees should accept collision damage waiver and personal accident insurance offered by car rental agencies. The insurance policy provided by the Township covers only excess liability insurance on an employees personal vehicle or a rented vehicle. Before reserving a rental car, consideration should be given to the practicality and relative cost of using alternative transportation, e.g., taxi, hotel shuttle, commuter or bus services.

Hotel: The Township will reimburse employees for the single room rate. If a double room is desired, the employee is responsible for the difference in rates. Every effort should be made to secure a room which offers a discount to government employees. Be sure to include the Macomb Township Tax Exempt number (38-1884898) on registration forms. Detailed receipts for accommodations are required for reimbursement. Laundry, room service, or any other personal service is generally not reimbursable.

Meals: The maximum reimbursement for meals, including tips, is as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$20.00

Reimbursement will be made for actual expenses incurred up to the maximum and not on a per diem basis. Reimbursement will not be made for meals which are already provided for in the conference fees. *Alcoholic beverages are not reimbursable expenses.*

Parking: In general, parking fees are reimbursable, however employees should make the most cost conscious decision for the Township based on the availability and cost. (i.e., self parking versus valet parking).

Travel Time: In general, employees will be paid a standard eight (8) hour day while traveling during the work week. There will be no additional compensation for early morning, evening or weekend travel.

Personal Expenses: Money spent on amusement, in room movies, magazines, or other similar personal expenses are not a reimbursable expense.

Telephone Calls: Personal telephone calls are limited to one phone call per day not to exceed \$5.00 per day.

Procedure

An employee requesting to attend a conference or seminar must prepare a written request for approval by the Department Head and of the Township Board of Trustees. This request shall include a copy of the description of the conference, seminar, etc. and must include all applicable fees and expenses.

If the request is approved, the employee may proceed to make arrangements and provide copies to the Finance Division.

All check requests for advance payment of fees, lodging, transportation, etc. must be accompanied by; a copy of the Board minutes approving the expense; a copy of the description of the seminar; conference; etc., and any applicable fees/expenses.

To qualify for reimbursement, employees will be required to complete a Macomb Township Expense Report with original, detailed receipts for all expenses. Hotel receipts and other expenses should be taped to an 8 ½" x 11" sheet of paper.

Special Note: Whenever an employee attends a public as a representative of the Township, the employee should conduct himself/herself in a professional manner. In other words, an employee should use the same good judgment that is expected in his/her day-to-day activities on the job. The employee should not accept favors, gratuities or hospitalities (including meals or entertainment) which could, in any way, reflect unfavorably on Macomb Township.

For questions regarding the current IRS rate please contact the Finance Department.

Effective Date:	01/01/09	Policy Number:	04.09.02
Issue Date:	04/01/09	Approval Date:	
Subject:	Travel Expense Policy		
	Approvals:		
	Mark H. Grabow, Township Supervisor John F. Brogowicz, Human Resources Director		