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## AGREEMENT

THIS AGREEMENT entered into this 6<sup>th</sup> day of January 2017 between the Genesee County Drain Commissioner, as the County Agency, under the provisions of Act 342, Public Act of Michigan, 1939, as amended, (Division of Water and Waste Services) a County Agency of the County of Genesee, hereinafter referred to as the "Employer" and Local Union No. 1918, Chapter "15" (also known as "Chapter O"), affiliated with Council No. 25 and chartered by the American Federation of State, County, and Municipal Employees (AFL-CIO) hereinafter referred to as the "Union" and/or "Bargaining Unit" expresses all mutually agreed upon covenants between the parties hereto.

### PREAMBLE

This Agreement entered into by the Genesee County Drain Commissioner, on behalf of the Division of Water and Waste Services, as the County Agency under the provisions of Public Acts of Michigan, 1939, as amended, hereinafter referred to as the "Employer"; the Chapter "O" of Local 1918, and the Michigan Council No. 25, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" and/or "Bargaining Unit", has as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties ascribe to the principal of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.

### ARTICLE 1 RECOGNITION - EMPLOYEES COVERED

#### Section 1

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for Employees in the following classifications as well as Employees holding dual classification status in any of the above listed classifications; but, excluding Supervisors and all other Employees.

Construction Observer	Senior Water Treatment Plant Operator
Construction Observer Assistant	Staker
Equipment Operator	TV/I&I Equipment Operator
Instrument Technician	Wastewater Plant Laboratory Technician
Instrument Technician Assistant	Wastewater Treatment Plant Operator
IPP Technician	Wastewater Treatment Plant Operator Assistant
Maintenance Mechanic	Wastewater Treatment Plant Operator II A&B
Meter Reader	Water Plant Laboratory Analyst
Operator	Water Plant Laboratory Technician
Operator Assistant	Water Plant Maintenance Mechanic
Senior O&M Operator	Water Treatment Plant Operator Assistant
Senior Wastewater Treatment Plant Operator	Water Treatment Plant Operator II A&B

Section 2

In the event a new classification is created by the Employer, which falls within the realm of the bargaining unit, then the Employer shall notify the Chapter Chairman in writing. Thereafter, upon the written request of either party, the parties will meet to negotiate the conditions of employment set forth in Section 1 above for this new classification.

New classifications created by the Employer, which are determined by the Employer to fall outside the bargaining unit realm, will be designated as "non-union" by the Employer. Should the Union question the appropriateness of said "non-union" designation, the parties shall meet in a Special Conference to discuss this matter. If the parties are unable to satisfactorily resolve this matter, then either party may petition MERC for unit clarification. Unit Clarifications are not subject to the grievance procedure.

All new classifications added to the bargaining unit by mutual agreement of the parties shall be incorporated to this Agreement by written amendment of Section 1 of this Article. Prior to filling any new classification, the Chapter Chairman will be notified in writing by the Director or his/her designee.

Section 3

The Employer will not interfere with or discriminate in any way against any Employee in the above bargaining unit by reason of his/her membership in the Union, or Union activity required by this Agreement, nor will the Employer discourage membership in the Union or encourage membership in any other Union or organization for the purpose of undermining the Union or their collective bargaining status as certified in Case R69D-140, as amended in Section 1 of this Article.

Section 4

The masculine pronoun (he) as well as the feminine pronoun (she) and the plural pronoun (they or their) apply to both sexes unless specifically identified otherwise in this Agreement.

ARTICLE 2  
UNION, EMPLOYEE, AND EMPLOYER RIGHTS

Section 1

The Employees and the Union, as sole and exclusive bargaining representative of the Employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, amended from time-to-time, and by other applicable Michigan Public Acts of 1965, as amended from time-to-time, and by other applicable State of Michigan, United States Statutes now or hereafter enacted, except as expressly limited by terms of this Agreement.

Section 2

The Employer reserves the right to establish and change, from time-to-time, reasonable rules governing the conduct of its Employees and to affix penalties for the violation of such rules. The Union shall have fifteen (15) calendar days to grieve the reasonableness of any such rule, together with the penalty attached thereto, after a copy is received by the Chapter Chairperson. Any grievance challenging the reasonableness of a rule or penalty assigned thereto shall be processed initially at Step 3 of the Grievance Procedure.

Section 3

The Employer, on its own behalf and on behalf of the public it services, hereby retains and reserves unto itself, and its designated representatives when so delegated by it, all powers, rights, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States, except as expressly limited by the terms of this Agreement. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of Employees retained; to hire new Employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of Employees to be assigned to operations; to select Employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of Employees; to establish

training requirements for purposes of maintaining or improving the technical and professional skills of Employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge Employees for just cause; to establish and follow an orderly procedure to transfer, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief personnel; and to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

#### Section 4

The Union agrees that there shall be no suspension of work or other interference with the operation of the Employer during the term of this Agreement. It is also agreed that the Union shall not engage in, induce or encourage Employees to engage in a strike (in violation of current law covering public Employees) during the duration of this Agreement, nor shall the Employer engage in a lock out.

#### Section 5: Contracting and Subcontracting

The right of contracting or subcontracting is vested with the Employer. The Employer will continue to utilize contractors and subcontractors as necessary, in emergency situations, or where cost considerations so dictate, and/or in those circumstances when the Employer has determined that existing personnel and/or equipment cannot provide the required service. The Employer and bargaining unit recognize that there is an overlap between bargaining unit members' duties and non-bargaining unit Employees. For example, Engineers and Engineering Technicians do on occasion perform work similar in nature to that of Construction Observers. The Employer's right to contract or subcontract shall not be used for the purpose or intent of eroding the bargaining unit. The Employer agrees it will not layoff any bargaining unit member, nor will it reduce the standard forty (40) hour work week with regards to wages, hours, and conditions of employment for bargaining unit Employees, as a result of contracting or subcontracting.

ARTICLE 3 UNION DUES AND SECURITY
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#### Section 1

All Employees who are members of the Union on the effective date of this Agreement or elect to become members during the terms of this Agreement shall maintain their membership except as provided herein.

Employee dues deductions will remain in full force for twelve (12) months from the date of authorization or until the expiration of the Collective Bargaining Agreement, whichever occurs sooner, and will automatically renew each year for an additional twelve (12) months. Employees may discontinue dues deductions by notifying the Employer and AFSCME Council 25 at 1034 N. Washington Ave., Lansing, MI 48906 in writing and submitting such notice by certified mail. Dues deductions will cease beginning in the month following when notification is received or when reasonably possible based on payroll. Employees who discontinue dues' deductions are still covered by this Collective Bargaining Unit Agreement.

#### Section 2

Employees who are members of the Union, may after ninety (90) calendar days, pay to the Union each month the dues, which have been certified to the Employer by the Treasurer of the Union.

The Employer agrees to deduct Union dues uniformly as required once each month from the wages of those Employees who individually request in writing on the AFSCME Membership and Payroll Authorization Form (Exhibit 1) that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer of the Union. The Union agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this agreement, during working hours of the employees or in any manner that may interfere with employees engaged in work.

The Chapter Treasurer will be released from his/her workstation for the purpose of signing-up and collecting Union dues other than those currently being payroll deducted for all new hires. This will not be used to collect Delinquent Dues.

- a. The Chapter Treasurer must fill out a form currently being utilized by Union Stewards called "Permission for Union Activity".
- b. The Treasurer will indicate the location and individual or individuals that will be contacted.
- c. Only after being released by the immediate supervisor will the treasurer be allowed to leave from the regularly assigned work location.
- d. The Employer and the Union agree that the privilege shall be revoked if it is abused.

Section 3

On and/or after the ninetieth (90) calendar day following the beginning of employment, all Employees who are not Union members and who have not made application for, membership may pay to the Union each month, a service fee as established by law towards the administration of the Agreement. Upon receiving a properly executed AFSCME Membership and Payroll Authorization Form the Employer agrees to deduct the aforesaid service fees once each month from the pay of the Employees and pay the amount so deducted to the Union.

Section 4

With regard to the above Union Security and Union dues check-off clauses, the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses.

ARTICLE 4  
STEWARDS AND OFFICERS

Section 1

The Employees shall be represented by a minimum of one steward for each location; District 3 and 7, Beecher Road complex, Water Treatment Plant and ARTP. The bargaining unit may have up to six stewards at any given time. The Chapter Chair and Stewards shall have super seniority as defined in Article 8.

Section 2

The Steward, during working hours, without loss of time or pay in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received written permission from their immediate supervisor to do so. Then, without undue delay, the supervisor shall grant permission in writing for such Steward to leave his/her work for these purposes. The privilege of such Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. All such Stewards will perform their regular assigned work at all times except when necessary to leave their work to process grievances as provided herein.

The immediate supervisor upon request shall make available an area in which the Union may take care of grievance matters in private. These areas are as follows:

- ARTP - The Union Office in the Blower Building
- District 3 & 7 – Conference Room
- Beecher Road complex – The Union Office
- Water Treatment Plant –Conference Room (also a space will be made available for a Union filing cabinet).

These locations shall change upon mutual agreement of the Employer and bargaining unit. The Employer will not pay overtime for work being performed on behalf of the Bargaining Unit unless mutually agreed upon.

Section 3

The Union will furnish the Employer in writing yearly, or as changes occur, the names of its authorized representatives and officers who are employed within the unit.

Section 4

International, Council 25 and Local Executive Officers of the Union and/or their representatives are authorized to represent the Union during the grievance procedure.

Section 5

Any Steward having an individual grievance in connection with his/her own work may ask for the Chief Steward to assist him in processing and presenting their grievance. The Chief Steward or officer having an individual grievance in connection with their own work may ask for the Chapter Chairman or other Union representative of his/her choice to assist him/her in processing and presenting the grievance.

ARTICLE 5 SPECIAL CONFERENCES
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Section 1

Special Conferences for important matters will be arranged between the Chapter Chairperson and the Director or his/her designated representatives upon the request of either party. Special Conferences will not be used for grievances.

Section 2

Such meetings shall be between at least two (2), but not more than three (3), representatives of the Union; and at least two (2), but not more than three (3), representatives of the Employer. Special Conferences shall be held at mutually agreed upon times and arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in Special Conference shall be held between the hours of 8:00 a.m. and 4:00 p.m. and are limited to one (1) hour duration, unless mutually agreed to extend, but will not exceed two (2) hours and will not result in the creation of overtime for the Employee unless by mutual agreement. The members of the Union shall not lose pay for time spent in such Special Conferences. This meeting may be attended by a representative of Council 25 and/or a representative of the International Union.

Section 3

The Union representatives may meet preceding the Special Conference for a maximum period of one-half hour. The Employer will make available the same locations as identified in Article 4, Section 2.

ARTICLE 6 GRIEVANCE PROCEDURE
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Section 1

A grievance under this Agreement is defined as a dispute, arising under and during the term of this Agreement. A grievance may not be filed for any verbal warning.

The Employer and the Union agree that the procedures set forth herein shall be the exclusive method utilized by the parties to settle any grievances arising under and during the term of this Agreement. An Employee having a grievance, or a group of designated Employees having a grievance (i.e. group/class grievance), shall present it to the Employer with the following understanding:

- A. The Employer and the Union agree that it is in the best interest of all concerned that grievances be settled as quickly and expeditiously as possible, making every effort to settle these matters at the earliest step of the grievance procedure.
- B. All parties agree that the question of grievances will be dealt within a responsible manner, and that the purpose and intent of this Agreement will be strictly adhered to.
- C. Grievances shall state the Article and Section of the Agreement, work rule, past practice, safety violation, and/or memorandum of understanding pertaining to the alleged grievance. The written grievance shall include a brief description of the incident, the known Employees involved, the witnesses, the time, the date, and location.

## Section 2

Both parties shall follow the time limits established in the grievance procedure. Extensions will be allowed if both parties agree and extensions for both parties shall be submitted in writing stating length of the extension with the appropriate signature, dates and times for both parties to sign for mutual agreement. Working days for the purpose of Article 6 shall be considered to be Monday through Friday, excluding all holidays.

## Section 3

A grievance must be presented in writing within thirty (30) calendar days after its alleged violation in order for it to be a proper matter for the grievance procedure, except those related to suspensions or discharge which shall be as set forth in Article 7, Section 4. However, in no event will any claim for back pay be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed.

## Section 4: Procedure to file a grievance

Before a matter is considered to be a grievance, the Employee must first state the nature of the alleged grievance to his/her immediate supervisor and may choose to have a Steward present during the discussion. The supervisor has three (3) working days to verbally respond to the alleged grievance.

### STEP 1: Immediate Supervisor

If the matter is not resolved as stated above Section 4, a grievance will be submitted in written form to the immediate supervisor who shall submit his/her answer in writing within five (5) working days of receipt of the written grievance. If the Supervisor does not provide an answer within five (5) working days the grievance will automatically move to Step 2.

### STEP 2: Department Head

If the grievance is still not resolved satisfactorily, it may be referred in writing by the Union on appropriate forms to the Department Head or his/her designee, within ten (10) working days after receipt of the answer in Step 1. If a Step 2 grievance is received, the Department Head or his/her designee shall schedule a meeting at a mutually agreeable date and time to be held within ten (10) working days after receipt of the written 2nd Step grievance with the Steward to discuss the grievance. The Department Head or his/her designee shall submit his/her answer in writing to the grievance within ten (10) working days after the meeting with the Union. If the matter is not resolved as stated above, a grievance will be submitted in written form to the Director within ten (10) working days after the receipt of the answer in Step 2 requesting a meeting.

### STEP 3: Division Director

The Union may:

A. Request a conference with the Director or his/her designee, the grievance conference shall be scheduled within ten (10) working days of the Employer's receipt requesting a step 3 conference. The Employer's response to the Union will be delivered within ten (10) working days of the scheduled conference. If the grievance is not resolved with the Employer's response to step 3, the Union may proceed to step 4: Arbitration.

-or-

B. Withdraw the grievance without prejudice.

### STEP 4: Arbitration of Grievance

A. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding, except by mutual agreement of both parties. The Union (AFSCME Local 1918) shall provide its intent to arbitrate to the Employer within fifteen (15) working days of receipt of the Employer's step 3 answers.

B. Notice of intent to submit a grievance to arbitration shall be delivered in writing to the Director and shall state the issue to be decided and any specific portions of the Agreement which are claimed to be violated. If AFSCME Council 25 has not so requested within five (5) months from the date of the Director's written answer, the matter shall be considered settled on the basis of said last disposition.

- C. Upon the Employer's receipt of AFSCME Council 25 intent to arbitrate and the parties fail to agree upon an arbitrator within fifteen (15) working days from the date the Employer receives such request for arbitration, the Union may submit the matter to the Federal Mediation and Conciliation Service (FMCS) asking for the selection of an arbitrator. The FMCS will be utilized in the following manner: A list of seven (7) arbitrators will be requested from FMCS. If an arbitrator is not mutually agreed to by the parties from such list, FMCS will appoint another arbitrator who shall serve unless either party can show just cause why said arbitrator should not be utilized.
- D. After designation of the arbitrator, a hearing shall be held as soon as practical and the arbitrator shall issue a decision and award. The decision shall be final and binding on the parties and the Employee(s) involved, subject to any law or governmental regulation applicable thereto, including those under authority of Genesee County.
- E. The arbitrator's fee, travel expenses, the filing fee, and the cost of any room or facilities shall be borne mutually by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the parties incurring them, with the exception that the grievant, if a current Employee on the active payroll, and the Chief Steward shall not lose pay for time spent in an arbitration hearing during regular working hours. If more than one (1) grievant is involved in a particular grievance, the Union shall designate no more than two (2) grievant(s) who shall be covered by this provision for the time spent during regular working hours in attendance at an arbitration hearing.
- F. Employees on approved time off for the purpose of arbitrating a grievance or conducting Union business with the bargaining unit shall accrue vacation time at the rate determined by his/her seniority date.
- G. The Union shall provide the Employer with a list of Employee witnesses a minimum of seven (7) calendar days prior to the scheduled arbitration hearing. This will allow the Employer to arrange for coverage of the applicable work sites. The Employees who will serve as witnesses must request approved time off a minimum of seven calendar days in advance of the arbitration and shall accrue vacation time at the rate determined by his/her seniority date in the event the Employee takes time without compensation for the hearing.
- H. The arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement, nor to make any recommendations with respect thereto. Neither shall the Arbitrator have the power to establish or change any classification or wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a statute or ordinance. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance of any Employee alleging violation thereof shall be deemed arbitratable hereunder.

ARTICLE 7  
DISCIPLINARY PROCEDURE

Section 1

Discipline issued by the Employer shall be for just cause (justifiable). The parties agree progressive discipline shall be used in cases of minor offenses. Discipline shall consist of a verbal warning, written reprimand, suspension without pay, or discharge from employment. The bargaining unit acknowledges progressive discipline need not be utilized for serious offenses. For purposes of illustration and not limitation, serious offenses include such infractions as: insubordination, theft, or assault on a Division Employee. The Employer shall issue discipline within thirty (30) calendar days of occurrence or when reasonably aware. All discipline other than verbal warnings is subject to appeal through the grievance procedure.

Section 2

In imposing any discipline on a current charge, the Employer will not take into account, for the purpose of progressive discipline, any suspension that occurred more than eighteen (18) months prior to the current offense nor any written reprimand that occurred more than twelve (12) months prior to the current offense. For the purpose of progressive disciplinary action, verbal warnings shall not be considered beyond six (6) months. The Employer will not impose discipline on an Employee for errors or mistakes on his/her employment application unless such errors or mistakes give rise to a presumption of deliberate fraud upon the Employer by the Employee.

### Section 3

A discharged or suspended Employee, upon request, will be allowed to discuss the suspension or discharge with a steward in an area as described previously in Article 2. Upon request, the Employer or his/her designated representative will discuss the suspension or discharge with the Employee and his/her steward. A suspended or discharged Employee shall be allowed to meet with his/her steward after discipline has been imposed for a period not to exceed sixty (60) minutes. At the end of the sixty (60) minutes, the suspended or discharged Employee shall leave the property of the Employer.

### Section 4

Should the suspended or discharged Employee or the steward consider the discharge or suspension to be improper, the matter shall be referred to the Director or his/her designee at a Grievance Conference. The grievance shall be presented, in writing, within four (4) regularly scheduled working days of the discharge or suspension. The Director or his/her designee will review the events leading up to the suspension or discharge and hold a Grievance Conference within ten (10) working days following the discharge or suspension. If the Grievance Conference does not result in an answer satisfactory to the Bargaining Unit, the matter shall, within fifteen (15) working days, be referred to the grievance procedure at Step 4 – Arbitration.

ARTICLE 8 SENIORITY
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### Section 1

New Employees hired in the unit on a full-time basis shall be considered as probationary Employees for the first six (6) months of their employment. There shall be no seniority among probationary Employees. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged, disciplined, laid off, or terminated probationary Employees for other than Union activity.

### Section 2

The parties to this Agreement recognize and acknowledge there are no part-time Employees.

### Section 3

Union seniority shall be in accordance with the Employee's seniority date. Employees who have the same hire date shall be placed on the seniority list in alphabetical order of surnames. Union seniority affects various benefits under the following definitions:

- A. Hire Date: Date of most recent employment with the Division (normally never changed, unless an Employee quits and is re-employed by the Division).
- B. Adjusted Hire Date: Is the hire date adjusted for: leaves of absences, and/or layoffs in excess of thirty (30) calendar days; sick leaves for sixty (60) calendar days; Workers' Compensation in excess of eighteen (18) months. Adjusted Hire Date will be utilized for computing vacation time.
- C. Classification Date:
  - a) For employees hired before January 1, 2006, shall be the Adjusted Hire Date as defined in the Agreement, Section 8, Seniority, Section 3, Paragraph B. The Adjusted Hire Date shall be used for determining the date of the Employee's next scheduled annual increase. If promoted, Bargaining Unit employees shall move to the next higher classification at the same annual step they had occupied. Their next annual increase shall be one year from the adjusted hire date. Increases for Steps 7, 12, and 17 shall be based on Adjusted Hire Date.
  - b) For employees hired after January 1, 2006, shall be the hire or promotion date adjusted for: leaves of absences and/or layoffs in excess of thirty (30) calendar days; sick leaves for sixty (60) calendar days; Workers' Compensation in excess of eighteen months. It will be used to determine the date of an Employee's next scheduled step increase. For promotions, Union Employees shall move to the next higher classification at the same annual step. Their next annual increase shall be one year from the promotion date. Increases for Steps 7, 12, and 17 shall be based on the Classification Date.

- c) **Step Increases:** Any pay adjustment will be effective on the first full pay-period following the employees' Classification Date in the position. Negotiated annual wage adjustments will be effective the first full pay period of the year.
- D. **Retirement Date (Credited Service):** Date of membership in the Retirement System. Adjusted for any time absent from work when contributions were not made by the member into the Retirement System.
- E. **Union Seniority Date:** Is the hire date adjusted for leaves of absence, and/or layoffs in excess of thirty (30) calendar days, sick leaves for sixty (60) calendar days; Workers' Compensation in excess of eighteen (18) months. Should a Bargaining Unit member be promoted out of the Union but continue to work for the Employer, seniority will continue. Should a non-union Employee transfer or be promoted into the Union, their prior service time with the Employer will be counted as Union seniority. Union seniority date will be utilized for determining shift preference, work station assignment, layoff, and recall preference.
- F. **Benefit Accrual Rate:** Rate at which a particular benefit is accumulated; determined by the Employee's continuous service with the Division. This rate increases in an incremental fashion as years of continuous service grow.
- G. **Benefit Accumulations:** Actual amounts of the fringe benefit item received at the prescribed benefit accrual rate, in accordance with hours worked.

#### Section 4

Summer temporary Employees may be hired and retained under the following restrictions:

- A. Such employment shall be for a maximum of eighty-nine (89) calendar days.
- B. In no event will summer temporary Employees be used to fill regular bargaining unit positions (except as outlined in Section 5 of this Article), nor will the Employer hire consecutive temporary Employees thereby eroding the bargaining unit.
- C. The maximum number of summer temporary Employees is not to exceed ten (10) for specific tasks and employed between the dates of May 1 through September 16 of the calendar year.
- D. It is understood that the provisions of this Agreement entered into between the parties, will not apply to these summer temporary Employees.
- E. Chapter Chairman will be notified of the individuals hired as summer temporary Employees.

#### Section 5

Contract and temporary Employees (except for summer temporary Employees) may be used to fill a regular bargaining unit position only under the following conditions:

- A. Every effort is made to utilize bargaining unit personnel to their fullest.
- B. If the term of employment lasts longer than thirty (30) calendar days, the Employer will meet with the Union, as per Article 5, to reach a mutually agreeable solution.
- C. Contract and temporary Employees will not be used to erode the bargaining unit.

#### Section 6

- A. Seniority shall not be affected by the race, color, creed, age, sex, marital status, or dependents of the Employee.

- B. The Union seniority list, as of the date of this Agreement, will show the name, union seniority, adjusted hire, classification date, and job title of each Employee of the unit entitled to seniority.
- C. The Employer will keep the seniority list up-to-date at all times and will provide the Union Chapter Chairman and Treasurer with up-to-date copies as soon as possible after changes occur. Such list shall be posted on the bulletin board in each location. The Chapter Chairman may request an updated list as needed.

Section 7

An Employee shall lose his/her Union seniority for the following reasons only:

- A. The Employee quits, retires, or receives a pension under the Genesee County Retirement System.
- B. The Employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. The Employee is absent for three (3) consecutive working days, (voluntary quit) without notifying the Employer. In proper cases, exceptions shall be made upon the Employee producing proof of his/her inability to return as required.
- D. If the Employee does not return to work on the date specified for his/her recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the Employee producing proof of his/her inability to return as required.
- E. If an Employee is on sick/disability leave for a continuous period of time equal to the length of their date of hire to the initial date of the sick/disability leave, minus any adjustments for leaves of absence in the Division, the Employee's right to return to employment within the Division shall be forfeited.
- F. If the Employee has not returned from military leave (defined as a Division Employee who enters a branch of the United States active military and upon completion of their term of service, subject to the conditions found in Article 12, Section 3) fails to return to the employ of the Employer by re-entering another active term of service with the United States Military.
- G. If the Employee is laid off during the term of this Agreement for a continuous period equivalent to his/her seniority or thirty-six (36) months, whichever is less.
- H. If an Employee fails to return from an FMLA leave (subject to 7C above).
- I. If an Employee on sick leave who has exhausted their benefits from the insurance carrier and is not fit for return to duty in the employ of the Employer (subject to 7C above).

Section 8: Super Seniority:

The Chapter Chair and stewards will have seniority over all other bargaining unit members for the purpose of shift preference, work station assignment, layoff, and recall preference.

ARTICLE 9  
LAYOFF AND RECALL

Section 1: Layoff Procedure

The Employer may lay off employees whenever it deems such action to be necessary, including, by way of illustration only and not by way of limitation, a reduction in the work force due to a shortage of work or funds, the abolition of positions, or material changes in Division organization. Whenever a reduction in the work force occurs, the following procedure shall be utilized:

- A. The Employer will determine the classification(s) being reduced.

- B. Employees will be laid off in the following order within each classification being reduced:
  - 1. Temporary employees
  - 2. Probationary employees
  - 3. Seniority employees

Section 2

Seniority employees will be laid off according to total seniority on a bargaining unit-wide basis.

Section 3

Employees to be laid off for an indefinite or specified period of time will have at least thirty (30) calendar days' notice of layoff. A copy of such notification will be sent to the Chapter Chairman.

Section 4

- A. When the work force is to be increased after a layoff, employees will be recalled according to seniority, in reverse order of layoff.
- B. Notice of recall may be by telephone call, but in any event, confirmed by certified mail to the employee's last known address. A copy of such notification will be sent to the Chapter Chairman.
- C. Employees will be granted up to ten (10) working days to return to work, upon written request.

ARTICLE 10 WORKING SUPERVISION
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Section 1

Division Supervisors, Managers and Department Heads may perform work described in the job descriptions of union employees in emergency situations, to correct a situation that is immediately dangerous to life, health, or operations, for instructional purposes or after the Supervisor has exhausted all overtime lists for that specific facility. This is not intended to displace or erode the Bargaining Unit Employees. However, except as stipulated above:

- 1. At no time will supervisors replace, displace, or erode the bargaining unit work or Employees.
- 2. That any time supervisors are working an attempt will be made to ensure they are working with at least one (1) member of the Bargaining Unit in the classification in which the work is to be done.
- 3. That supervisors will not be used to circumvent overtime to Bargaining Unit Employees.
- 4. That no Bargaining Unit member will be subject to layoff, short-work week, or reduction in the work force.
- 5. In the event of a layoff, there will be no working supervision.

Section 2: GCDC-WWS Water Plant

Both parties recognize that the new facility will be a learning experience for the next several years. Staffing of the facility will require supervisors to assist, train and work with Union employees on a regular basis. The intent is not to erode the Bargaining Unit, but to successfully implement a drinking water facility which meets all State and Federal standards for our Customers. The Michigan Department of Environmental Quality will be mandating the operation of this drinking water facility at all times.

Should the Union believe the performance of Bargaining Unit work by first line supervisors has become excessive, it will request a Special Conference with the Director in accordance with Article 5. There will be a Special Conference every six months to review the provisions of this Article.

ARTICLE 11  
VACANCIES, PROMOTIONS, TRANSFERS, & DEMOTIONS

A. Vacancies

Section 1: A vacancy shall occur in a bargaining unit position as determined by the Employer. The Employer will not permanently fill a vacant bargaining unit position in an existing job classification without posting said vacant position for application by bargaining unit members. The Employer may fill a vacant position during the posting and selection process, on a temporary basis, without regard to the provisions of this Article, for a period of time not to exceed fifty-five (55) calendar days. Upon mutual agreement between the Union Chapter Chairperson and the Employer may also temporarily fill a vacancy left by a bargaining unit member who is on sick leave or workman's compensation leave if the workload warrants without regard to the provisions of this Article.

Section 2: Job vacancies will be posted for a period of ten (10) calendar days in a conspicuous place in the work areas in the bargaining unit. Such notice shall remain posted for the ten (10) calendar days, excluding holidays, before the job is filled. Each job opening shall be posted and shall indicate the number of openings available and job location and job title. The Employer attempts to follow a policy of promotion from within, consistent with the efficiency of operations and the availability of qualified employees. If the opening cannot be filled from within the bargaining unit by a qualified applicant, the Employer will fill it from the outside in the ninety (90) calendar day period immediately following the ten (10) calendar day posting period, only after notifying the Chapter Chairman of its intent to hire. If the Employer cannot fill the position within the 90-day period and determines, at the Employers sole discretion to fill the position, the opening will be reposted internally for another 10 day period prior to filling the position from outside the bargaining unit.

B. Promotions

Section 1: The Employer will make promotions within the bargaining unit available to its Employees for the job under consideration. A promotion is defined as a vacancy in a higher rated classification within the bargaining unit. The promotion will be based on ability and seniority. The most qualified Employee will be promoted provided the Employees under consideration meet the minimum required knowledge, skills, and ability as described in the job description.

Promotion Policy - Promotions

Section 1: The Employer will make promotions within the bargaining unit available to its Employees for the job under consideration. A promotion is defined as a vacancy in a higher rated classification within the bargaining unit. The promotion will be based on ability and seniority. The most qualified Employee will be promoted provided the Employee under consideration meets the minimum required knowledge, skills, and ability as described in the job description.

The Employer will use the following method to comply with the above phrase "ability and seniority":

1. Those candidates meeting the minimum qualifications of the job description will be offered the opportunity to take an examination for the position. The examination will consist of a written portion and/or a practical skills portion. It may also include an oral interview.
2. In order to be considered for the promotion or transfer, candidates must first receive a passing grade of at least 70% on the examinations as determined by the Employer. Whether or not an Employee receives a passing grade, he/she will be allowed to review the results (not the content) of the examination in order to better understand their strengths and deficiencies.
3. Once an Employee has received a passing score on the examination, the combination of points on the written exam, practical exam and interview will be added together along with one point for each full year of service (seniority points) to determine the total number of points. Seniority points will not be added to the total for employees who do not pass the examination.

4. The Employee with the highest score (points) will be considered the "most qualified" and offered the promotion or transfer.
5. Employees will be allowed to take an examination once per calendar year for the same position or if within the same calendar year not less than 6 months apart. The results of the examination will be valid for two (2) years.

In addition to the above, the Employer will offer the following: From time to time, the Employer offers training opportunities to Employees who desire to improve known deficiencies, and strengthen their knowledge, skills and abilities. The Employee may submit a training request for consideration by the Employer (permission is determined solely by the Employer).

\*Wastewater Treatment Plant Operators will receive preference over any other classification or outside applicant, for any vacancies in the classification of Wastewater Treatment Plant Operator II (A & B). The Employee will be subject to testing and the Employee with the highest score (points), as outlined above, will be considered the "most qualified" and offered the promotion.

Section 2: Interested Employees shall submit a written request for promotion to the vacancy in writing to the Employer within the ten (10) calendar day posting period in order to be eligible for consideration for promotion. The request shall set forth the applicant's complete qualifications and work experience, as well as any other relevant information.

Section 3: The Employer will not be obligated to consider a request for promotion from an Employee during the Employee's absence from work unless that Employee submits the request in writing during the posted period. The Steward shall be allowed to submit a written countersigned request during an Employee's authorized absence on behalf of the absent Employee. Employees will not be considered for any promotional vacancy unless said Employee will be available for work in the vacant position on the date said position is to be filled or within a reasonable period of time thereafter dependent on prevailing circumstances.

Section 4: The Employer will not be obligated to consider a request for a promotion, transfer or demotion from an Employee who has discipline at the level of suspension in the previous eighteen (18) months.

Section 5: The Employee promoted shall serve a sixty (60) scheduled working day trial period to prove they are capable of performing the work. At any time during this trial period, the Employee may, on his/her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period that the Employer determines that the Employee is unsatisfactory in the new classification, the Employer shall have the right to return the Employee to the former classification from which he/she was promoted without loss of seniority from that lower classification. The Employer shall state, in writing, such reasons at the time the Employee is notified of the demotion.

Section 6: In the event that an Employee is promoted, the Employee shall receive the rate of the new classification at his/her present grade step.

Section 7: In the event the Employee is denied the promotion, the reasons for such denial will be given to the Employee in writing upon request. An Employee may question the reasonableness of such denial through the grievance procedure. The matter shall be referred to Step 3.

Section 8: If a Wastewater Treatment Plant Operator Assistant receives the experience and license or certification which would allow for a promotion to either a Wastewater Treatment Plant Operator or Wastewater Treatment Plant Operator II-A or B position the Employer will allow in lieu of posting internally for the promotion the Wastewater Treatment Plant Operator Assistant to test for the Wastewater Treatment Plant Operator or Wastewater Treatment Plant Operator II-A or B position. The employee will be allowed to test once every six (6) months and if passes will be promoted.

If a Water Treatment Plant Operator Assistant receives the experience and license or certification which would allow for a promotion to a Water Treatment Plant Operator II A or B position the Employer will allow in lieu of posting internally for the promotion the Water Treatment Plant Operator Assistant to test for the Water Treatment Plant Operator II A or B position. The employee will be allowed to test once every six (6) months and if passes will be promoted.

If an Operator Assistant receives the experience and license or certification which would allow for a promotion to an Operator position the Employer will allow in lieu of posting internally for the promotion the Operator Assistant to test for the Operator position. The employee will be allowed to test once every six (6) months and if passes will be promoted.

C. Transfers and/or Demotions

Section 1: Employees desiring a transfer/demotion must file their request within the posted period, in writing. The request shall set forth the reason for transfer/demotion and the applicant's complete qualifications, work experience, as well as any other relevant information. A transfer is defined as a lateral move to the same classification in another department, and a demotion as a downward move to a lower rated classification in any department.

Section 2: Employees transferred or demoted under the above circumstance shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 3: Employees working at a location with a scheduled seven (7) day work week may also request transfer to an open position at a work station on a scheduled five (5) day work week. In the event that the Employee is denied the transfer, the reason for such denial will be given to the Employee in writing upon request. An Employee may question the reasonableness of such denial through the grievance procedure. The matter shall be referred to Step 3.

Section 4: Employees who apply for transfers will be grouped with promotional applicants for consideration by the Employer. Employees who elect a transfer are subject to the trial period provisions of Article 11-B.

Section 5: An Employee that is in an "Operator Assistant" position or "Wastewater Treatment Plant Operator Assistant" shall not be allowed to apply for a transfer to another "Assistant" position. The Operator Assistant or Wastewater Treatment Plant Operator Assistant will be allowed to apply for a promotion to Water Treatment Plant Operator Assistant.

In the event the individual in an "Assistant" position meets all job requirements (after the initial probationary period), for the higher paying classification, the Employee will be allowed to apply for that promotion.

ARTICLE 12 LEAVES OF ABSENCE
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Section 1: Procedure for Requesting Leaves

Requests for a leave of absence must be submitted in writing by the Employee to his/her immediate supervisor at least ten (10) working days in advance of the date the leave is to commence, except in emergency situations.

The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of the leave of absence shall be furnished to the Employee in writing by the Division Director. Any request for an extension of a leave of absence must be submitted in writing to the Division Director at least ten (10) working days in advance of the expiration date of the original leave, stating the reason for the extension request and the exact revised date the Employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the Employee by the Division Director.

Section 2: Purpose of Leaves

It is understood by the parties that leaves of absence (including FMLA leave) are to be used for the purpose intended, and Employees shall make their intent known when applying for such leaves. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another Employer without prior approval while on leave of absence shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved. Fringe benefits shall not continue for any Employee on leave of absence unless specifically provided to the contrary by provisions of the Leave Section involved.

### Section 3: Active Military Leave

An Employee who enters active service of the Armed Forces of the United States shall receive a military leave without pay for a period of his/her initial enlistment or induction but not to exceed more than four (4) years plus one (1) additional year for voluntary extension if this service is at the request and for the convenience of the Government, plus any involuntary service. An Employee returning from military service shall be reemployed in accordance with the applicable Federal and State statutes and shall be entitled to any other benefits set forth in the Agreement, provided the Employee satisfies the eligibility requirements set forth in this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the Employee is notified of acceptance or induction into military service and in any event not less than two (2) weeks prior to the Employee's separation of employment with the Employer. All benefits such as insurance, vacation or personal days shall cease immediately upon the Employee's separation from employment. Employees who are called for a pre-induction physical for the Armed Forces will be granted time off with pay for the date the physical exam is given.

### Section 4: Reserve Training Leave

An Employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government compensation received for this service during this period. If such Government compensation does not equal the Employee's regular straight time wages, he/she shall be paid the difference by the Employer for a period not to exceed two (2) calendar weeks in any one (1) calendar year. Any additional time, which an Employee may be required to serve or attend military meetings, shall not be compensated by the Employer. If the Employee's total Government compensation equals or exceeds his/her regular straight time wages, there shall be no payment of wages by the Employer. Reserve training leave shall be in addition to any vacation time, which the Employee may be entitled to, but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval. An Employee with reserve status in the Armed Forces or membership in the Michigan National Guard who is called for an annual physical will be granted time off with pay for the date the physical exam is given.

### Section 5: Personal Leave

Employees with at least one (1) year's seniority may be granted up to six (6) months personal leave of absence without pay. Employees will be granted a Personal Leave only if they have used all their accumulated personal and vacation time.

### Section 6: Union Business Leave

Leaves of absence without pay will be granted to any Employee selected or elected by the Union for the following purpose:

- A. Educational Conference Leave: Not more than four (4) Employees but not more than one (1) per shift per workstation supervisory area, will be granted a leave of absence to attend educational classes or conventions conducted by the Union at any one time. The total number of unpaid leave days will not exceed ten (10) calendar days in any one (1) calendar year for all Employees.

Staff Leave: Any Employee, not exceeding one (1) at any one time, elected to any Union office or selected by the Union to do work which takes the Employee from his/her employment with the Employer shall be granted a leave of absence without pay, not to exceed two (2) years. Seniority shall accrue during such leaves. Employees on such leave will also accumulate retirement credit if the employee submits both the Employer and employee contributions at the current rate for the classification from which the employee is on leave, on a monthly basis.

### Section 7: Educational Leave

An Employee wishing to further his/her education may be granted educational leave subject to the Director's prior approval for a maximum of two (2) years without pay. Proof may be required by the Employer at any time during said leave that an educational program is being actively pursued by the Employee. Any employee with less than one year seniority is not eligible for education leave.

### Section 8: Jury Duty

An Employee covered by this Agreement shall be granted a leave of absence with pay when they are required to report for jury duty. An Employee serving as a juror is subject to the following provisions:

- A. For those days the Employee is required to serve as a juror and is regularly scheduled to work, the regular straight time pay rate of the Employee during such time off shall not be interrupted. Jury duty pay received by the Employee shall be signed over to the Employer. Failure to endorse the jury check to the Employer is subject to disciplinary action up to and including discharge.
- B. The Employee shall be required to work on the days he/she is regularly scheduled to work and which he/she is not required to serve as a juror.
- C. An Employee shall not be required to work any portion of his/her shift (including afternoon or night shifts) on those days on which the Employee is required to serve for more than 3 1/2 hours as a juror.
- D. Any portion of jury duty pay received by the Employee for those days spent on jury duty while on scheduled days off from work, or for mileage expense, will be reimbursed to the Employee.
- E. The Employee shall furnish written proof of the jury service.
- F. Seniority Employees shall continue to accrue seniority and benefits while on jury duty. Probationary Employees shall have their probationary period extended by the length of the time they are on jury duty leave. Those probationary Employees eligible to receive fringe benefits shall continue to receive those benefits while on jury duty leave.

#### Section 9: Court Service

Employees required, either by the Employer or any public agency having the power of subpoena to appear before a Court or such Agency on any matter related to their work with the Employer shall be paid for the period during which they are so required to be absent from work. Such Employees shall be paid the difference, if any, between the compensation they receive from the Court or Agency and their regular straight time wages for time necessarily spent on such leave. Employees will be paid for the full day after turning over the witness fee to the Employer.

When an Employee is subpoenaed to serve as a witness in a court action representing the Employer, such services will be included in his/her regular assignment. Any remuneration resulting from court services will be returned to the Employer with the understanding that the Employee will be paid his/her regular straight time wage or court service, whichever is greater. All reasonable expenses incurred by the Employee will be reimbursed by the Employer.

If an Employee is subpoenaed to serve as a witness in a court action other than specified above, he/she will be given an excused absence without pay (provided he/she has no personal time left). Proof of subpoena must be shown to the Employer prior to said leave of absence commencing.

#### Section 10: Family and Medical Leave Act (FMLA)

- A. Eligibility: Bargaining unit Employees who have a minimum of one (1) year's seniority and have worked a minimum of twelve hundred and fifty (1,250) hours during the preceding twelve (12) month period are eligible for a Family and Medical Leave Act (FMLA) leave in accordance with existing federal statutory provisions for the following reasons:
  1. The birth of the Employee's child and in order to care for the child;
  2. The placement of a child with the Employee for adoption or foster care;
  3. To care for a spouse, child or parent who has a serious health condition; or
  4. A serious health condition that renders the Employee incapable of performing the function of his or her job.
  5. Leave Related to Military Service – connection with any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or has been notified of an impending call or order to active military duty in the Armed Forces in support of a contingency operation. Employees may take up to 12 weeks of leave in a 12 month period for this type of leave.
  6. To Care for an Injured or Ill Service Member – Leave is available to an eligible employee whose spouse, son, daughter, parent or next-of-kin is recovering from a serious injury or illness sustained while on active military duty and who is unable to perform the duties of the service member's office, grade, rank or rating. Unlike the

other types of leave available under the FMLA, an employee may take up to 26 weeks in a 12 month period for this type of leave.

NOTE: If the employee and his or her spouse are both employed by the Division and both take FMLA leave, the spouses' combined leave cannot exceed 12 weeks during any 12-month period if the leave is taken for the birth of a child, for the placement of a child with the employee for adoption or foster care, or to care for the employee's parent with a serious health condition. However, spouses may each take up to 12 weeks of leave to care for a newborn child with a serious health condition even if both are employed by the Division.

B. Duration of Leave: Employees meeting the eligibility requirements will be granted up to a total of twelve (12) weeks/60 workdays/480 hours of paid or unpaid FMLA leave and paid personal and vacation time combined during any "12-month period." Employees will be required to exhaust accumulated personal and vacation time balances prior to beginning unpaid FMLA leave but will be permitted to retain an amount of accumulated vacation time equivalent to their current annual allotment and up to a maximum of -24 hours of accumulated personal leave. The amount of leave available to the employee will be determined on a "rolling" 12-month period, measured backward from the date the employee's leave is to begin. Any leave that qualifies as a FMLA leave, according to federal statute, may be counted against an employee's 12-week-leave, whether paid or unpaid provided the employer gives proper notice as outlined in federal guidelines.

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Leave taken because of a birth or placement of a child for adoption or foster care may be taken intermittently or on a reduced leave schedule only if mutually agreed upon by the Employee and the Employer. Leave taken to care for a sick child, spouse, or parent or for an Employee's own serious health condition or covered service member may be taken intermittently or on a reduced schedule when medically necessary, as evidenced by medical certification. Intermittent Leave will be counted first in one hour increments and then half (.5) hour increments.

C. Medical Certification of Leave: An application for FMLA leave based on a serious health condition of the Employee's spouse, child, or parent, must also be accompanied by a medical certification statement, completed by the applicable health care provider within 15 calendar days of application. If needed, the employee may request up to two (2) extensions of three (3) days per extension to submit such documentation. For employees requesting leave related to Military Service must provide proof of the qualifying family member's call-up or active military service. This documentation may include a copy of the military orders or other official communications. For Employees who are covered by the Employer's sick/accident insurance, the completed sick leave forms shall serve as the medical leave forms, which shall serve as the medical certification statement. For an Employee out on Workers Compensation lost time, the physicians' report shall serve as the medical certification statement. The completed medical certification statement must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the Employee is needed to care for a spouse, child, or parent, the medical certification statement must so state, along with an estimate of the amount of time the Employee will be needed. If the Employee has a serious health condition, the medical certification statement must document that the Employee cannot perform the functions of his/her job.

D. Group Health Benefits Coverage During Leave: During a period of FMLA leave, an Employee will be retained on their current group health plans (life, dental, optical, and hospital medical insurances) under the same conditions that applied before the leave commenced.

E. Restoration to Employment and Seniority Accumulation: An Employee returning from FMLA leave will be restored to his/her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. When an employee is on intermittent or reduced schedule leave caused by foreseeable medical treatment, the Employer may temporarily transfer an employee to an equivalent hourly pay and benefits that will be better accommodate the Employer's needs and the Employee's recurring periods of leave. The Employer will first attempt to place them at their facility but if no opening exists the Employer will place them at another facility within the Division. Upon discontinuation of intermittent or reduced schedule leave, the employee will then transfer back to the position/shift from which they were transferred. An Employee is not entitled to the accrual of any seniority or employment benefits (vacation time, personal days, or holidays) that would have accrued if not for the taking of unpaid FMLA leave, with the exception that an Employee who takes an unpaid FMLA leave will not lose seniority

for the first thirty (30) calendar days of said unpaid FMLA leave. Any Employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date of the leave began. Employees on such leave will also accumulate retirement credit if the employee submits both the Employer and employee contributions for the duration of time the employee is off. The Employee will need to make application with the Retirement office for the contribution amount and conditions of repayment.

- F. This policy shall be in accordance with any regulatory or statutory amendments to the Family and Medical Leave Act of 1993 (FMLA).

ARTICLE 13  
BEREAVEMENT LEAVE

- A. When a death occurs in an Employee's family, the employee upon written request will be excused from work for up to four (4) days. Full time non-probationary employees are allowed time off from their regularly scheduled duty with regular pay. Full-time probationary employees are allowed time off from their regularly scheduled duty without pay. Time off is allowed to grieve, attend the funeral, attend the memorial or make arrangements in the event of the employee's:

<u>Current:</u>	<u>Employees:</u>
1. Spouse	1. Parent
2. Step-Parent	2. Grandparent
3. In-law Parent	3. Grandchild
4. Step-Child	4. Child
5. Spouse's Grandparent	5. Brother or Sister

When a death occurs among the Employee's current brother in law or current sister in law, on request, will be excused for three (3) scheduled work days immediately following the death, provided the Employee attends the funeral.

- B. Seniority Employees shall continue to accrue seniority and benefits while on bereavement leave. Probationary Employees shall have their probationary period extended by the length of the time they are on unpaid bereavement leave. Those probationary Employees eligible to receive fringe benefits shall continue to receive fringe benefits while on bereavement leave.

The Division will require verification of death, and/or the relationship of the Employee to the deceased for any bereavement leave. Any Employee excused from work under the provisions of this Section shall, after making written application, receive the amount of wages he/she would have earned by working during straight time hours on the scheduled days of work for which he/she was excused.

ARTICLE 14  
HOLIDAYS

**Section 1:**

The following days shall be designated as paid holidays. These holidays shall be observed as listed below:

**Holidays**

New Year's Eve	Good Friday	Thanksgiving Day
New Year's Day	Memorial Day	Friday after Thanksgiving
Martin Luther King	Independence Day	Day before Christmas
Lincolns Birthday	Labor Day	Christmas Day
Presidents' Day	Veterans Day	Day before New Year's
		New Year's Day

The Employer will review the next year's calendar with the Union to designate the five-day operation holiday schedule and the seven-day operation schedule prior to the start of the calendar year.

Section 2: Eligibility for the holidays listed in Section 1 above is subject to the following requirements:

- A. Any probationary Employee must have completed one thousand forty (1040) straight-time hours of employment with the Employer.
- B. An Employee must work his/her regularly scheduled day before and day after the holiday, unless excused for approved personal, vacation or bereavement time.
- C. An Employee must not be on a layoff, sick leave, workers compensation, FMLA or any unpaid leave.
- D. An Employee, who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

Section 3: Eligible Employees who perform no work on a holiday shall be paid a minimum of eight (8) hours at their regular hourly rate, or if scheduled for greater than eight hours and the Employee is told not to work or is granted the day off, he/she shall receive holiday pay for all scheduled hours.

Section 4: Eligible Employees who work on any holiday will be paid one and one-half (1 1/2) time their base regular hourly rate, plus shift premium (if applicable) for all hours worked, plus eight (8) hours holiday pay.

Eligible Employees who perform work on their regular scheduled shift, which is a holiday, shall be paid one and one-half (1 1/2) times their base regular hourly rate plus shift premium (if applicable), for all hours worked, and shall receive holiday pay for all scheduled hours.

Probationary Employees who have not yet completed one thousand forty (1040) straight time hours of employment with the Employer, and who work on a holiday, shall be paid for hours worked on said holiday at their base regular hourly rate of pay, plus shift premium (if applicable).

Section 5: If a holiday is observed on an Employee's scheduled day off or during his/her vacation, he/she shall be paid for the unworked holiday at their base regular hourly rate of pay, with shift premium, and shall not accrue any overtime pay.

Section 6: For the purpose of computing overtime, all holidays worked for which an Employee is compensated shall be regarded as hours worked. However, if an Employee is scheduled off on a holiday, works thirty-two (32) hours during that week and works on any other scheduled day off, he/she shall be paid time and one-half for all hours worked on the unscheduled work day.

Section 7: Wastewater Treatment Plant Lab Technicians are considered five (5) day operations schedule for the purpose of holidays. It is the intent to treat Water Treatment Plant Lab Technicians as five (5) day operations for the purpose of holidays.

ARTICLE 15 VACATION AND PERSONAL TIME
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A. Vacation Time

Section 1: Vacation leave can be used only after the Employee has worked at least 1,040 hours. Vacation time must be scheduled through the Employee's immediate Supervisor. The supervisor will approve or deny the vacation leave request after considering both the wishes of the Employee, and the efficient operation of the Division. Vacation will be scheduled in a minimum of one hour (1 hour) increments and then half (1/2) hour thereafter.

Section 2: Separation after completing 1040 regular hours of employment, should an Employee be separated from employment due to any cause, the Employee shall be paid in wages for all unused vacation through the date of separation.

Section 3: Maximum Vacation -Retention

At any time, an Employee shall not accrue more vacation time than provided in the following schedule:

	Maximum Accumulation
1-5 years	175 hours
6-10 years	250 hours
11 or more	350 hours

Section 4: After completing 1040 regular hours of service with the Division, full-time Employees will be credited with forty hours of vacation time (or an annual amount of two weeks per year). After five (5) years, the vacation leave will be increased to three (3) weeks per year, and then after ten (10) years to four (4) weeks per year.

The employer will add vacation time bi-annually to the bargaining unit employee's paycheck (i.e. after January 1<sup>st</sup> and July 1<sup>st</sup>) as follows:

1-5 years	40 hours
6-10 years	60 hours
11 or more	80 hours

Any vacation time accrued in excess of the maximum accumulation limit will be paid out twice a year (January and July) at 90% of the employee's regular base rate of pay.

Section 5: Vacation time shall not accrue during the period the Employee is absent during sickness or other absence without pay except as provided for in Article 17.

Section 6: Vacation pay will be paid at the base rate of the Employee, including scheduled shift premium.

Section 7: If an Employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his/her vacation, and the Employee receives sick leave benefits, his/her vacation for the number of days he/she received sick leave benefits shall be rescheduled as requested by the Employee pursuant to Section 8 below.

Section 8: Seniority shall govern the choice of vacation period, subject to reasonable scheduling requirements of the Division, provided the senior Employee makes his/her choice of vacation time on or before the end of the scheduling period. In order for an Employee to exercise seniority in vacation preference over an Employee who had made his/her request prior to March 1st of any year, the senior Employee must have applied by April 1st. For seniority preference to be exercised over any Employee who submitted his/her request after March 1st, thirty (30) calendar days' notice will be required. Vacation requests shall be answered in a timely fashion. Employees requesting vacation thirty (30) calendar days in advance will receive an answer no later than fourteen (14) calendar days prior to the start of their leave. Except as provided above, Employees are required to request and receive approval for vacation a minimum of five (5) calendar days prior to utilizing accumulated vacation time. With less than five (5) calendar days' notice, the Employer has no requirement to approve the vacation leave request.

Section 9: An Employee who requests time off, which in turn creates a scheduled overtime situation, shall give a minimum of three (3) calendar days' notice (unless a lesser time frame is approved by the Employer) if he/she wishes to cancel the requested time off. Failure to give said notice shall result in the Employee taking off the previously scheduled time. All other requests to cancel leave will only require a three (3) calendar day notice unless a lesser time frame is approved by the Employer.

Section 10: If a regular pay day or pay days falls during an Employee's vacation, he/she will receive his/her check or checks in advance provided he/she has requested payment in writing three (3) weeks (i.e. 21 calendar days) prior to the pay day preceding his/her vacation.

Section 11: An Employee, if requested by the Employer, may choose to waive/cancel their approved vacation leave. The Employee will receive time and one-half for all vacation leave waived at the request of the Employer.

Section 12: When a holiday observed by the Employer falls during the Employee's scheduled vacation, the holiday will be paid and the vacation leave shall not be used for that holiday.

### Section 13 Extending Vacation Time

When a member of the Bargaining Unit is on approved vacation, the Employee can expect approval to extend the vacation time by up to two (2) days if:

- (a) The employee contacts his supervisor before the beginning of his next scheduled shift and requests an extension of vacation for up to 16 hours;
- (b) The employee has earned the vacation time prior to his request to utilize it;
- (c) The requesting employee is currently on an approved vacation with a minimum duration of 4 hours;
- (d) The extended vacation leave does not create overtime.
- (e) If an approved vacation is to be extended, the extension of up to 16 hours is only to be approved at the end. The extended vacation is not to be applied to an approved vacation leave to cause the vacation to begin before the scheduled and approved start of the vacation.

The use of personal leave in conjunction with vacation leave is a violation of the Agreement and may, at the sole discretion of the Employer, result in progressive disciplinary action up to and including discharge.

### B. Personal Leave Time

Section 1: Seniority Employees shall be granted ten (10) personal leave days with pay during their seniority year. At the start of each fiscal year, each eligible Employee will be credited with eighty (80) hours of personal time. Employees hired after the start of the New Year shall be credited with prorated personal time at the completion of 1040 straight hours of employment with the Employer. Said days may not be used as, or in conjunction with vacation days, but can only be used for such legitimate purposes as short-term illness, doctor visits, dentist visits, attending funerals, and necessary personal business. Personal time not used in the calendar year will be carried over to the next year. Personal leave time cannot be taken in conjunction with Discipline except in the case of emergency or illness. Personal time must be used initially in one (1) hour increments and one-half (.5) hour increments thereafter.

Section 2: The Employer shall buy back up to fourteen (14) days (i.e. up to one hundred and twelve hours) of personal time from the Employee upon the Employee's retirement.

Section 3: Approval for utilizing personal leave days must be obtained in writing from an Employee's immediate supervisor on the applicable form prior to utilizing said personal leave days, except in emergency situations. Personal time call-in procedure: It is the responsibility of the employee who "called-in" to verify the accuracy of the personal time hours utilized to cover the call-in. If the employee fails to sign the "Request for Leave" slip, the employee shall be considered absent without leave (*violation of work rule*) and will result in progressive discipline.

Section 4: The employee shall call their supervisor prior to the start of their scheduled start time and may request personal time in a one (1) hour increments and one-half (.5) hour increments thereafter.

Where the employee calls into work after the start time of their shift, the employee shall be issued a tardy, and may request to use personal time initially in one (1) hour increments and one-half (.5) hour increments thereafter.

Personal time shall not be used to avoid being punched in late or a tardy situation.

### C. Annual Cashing In Vacation Time

The Division will allow Employees to convert up to eighty (80) hours of vacation time for 72 hours (i.e. 90%) compensation at their base rate of pay once a year. The Employee must make the request no later than November 1<sup>st</sup> and the Employer will add the hours based upon the above conversion ratio on the first paycheck in December.

ARTICLE 16  
UNEMPLOYMENT COMPENSATION AND RETIREMENT BENEFITS

Section 1: Unemployment Compensation Benefits:

The Division of Water and Waste Services falls under the provisions of the Michigan Employment Security Act and accordingly all unemployment benefits are administered by the Michigan Employment Security Commission (MESC).

Section 2: Retirement Pension and Healthcare Benefits:

Retirement Pension Benefits are governed by the provisions of this Contract, and the Genesee County Retirement Ordinance and amendments thereto, together with the Retirement Commission's administrative rules and regulations. Copies of the Retirement Ordinance may be obtained from the Genesee County Retirement Office. The provisions of this Contract determine Retirement Healthcare Benefits. Retirement Healthcare Benefits are defined as Hospital/Medical Insurance, Optical Insurance, Life Insurance, and Dental Insurance.

A. Summary of Retiree Pension Benefits and Retiree Healthcare Benefits Eligibility

1. Membership and Employee Contributions: All bargaining unit Employees shall be members of the Genesee County Employees Retirement System (GCERS is a defined benefit retirement system). All bargaining unit Employees as of January 1, 2011 shall contribute seven percent (7%) of their annual compensation, which shall be deducted from each payroll check payable after effective January 1, 2011. Employee contributions made after January 1, 2007 are recorded as a pre-tax retirement contribution under IRS Rule 414H (2).
2. Bargaining unit Employees, hired prior to December 31, 2005, may draw a retirement pension benefit at any age upon obtaining twenty-three (23) years of retirement service credit, or age 60 with ten (10) or more years of retirement service credit or age 55 with ten (10) or more years of service credit with a reduced pension benefit as noted in Article 16 sec 2 A 15.
3. All bargaining unit Employees hired after January 1, 2006 may draw a retirement pension benefit based upon the following conditions: shall obtain the minimum age of fifty-five (55) years, and twenty-three (23) years of retirement service credit; or obtain the age of sixty (60) years and have a minimum of ten (10) or more years of retirement service credit or age 55 with ten (10) or more years of service credit with a reduced pension benefit as noted in Article 16 sec 2 A 15.
4. For current bargaining unit members, as of December 31, 2005, the formula used to compute the straight life retirement pension allowance shall be two and four-tenths percent (2.4%) for all years of service, times the Employee's final average compensation, multiplied by his/her retirement service credit.
5. A. All bargaining unit members hired after January 1, 2006, and before December 31, 2010 the formula used to compute the straight life retirement pension allowance shall be two and four-tenths percent (2.4%) for each of the first 25 years of credited service, and one percent (1%) for each subsequent year of credited service, times the Employee's final average compensation, multiplied by his/her retirement service credit.  
B. For all new bargaining unit members hired after January 1, 2011, the formula used to compute the straight life retirement pension allowance shall be two percent (2.0%) for each of the first 25 years of credited service, and one percent (1%) for each subsequent year of credited service, times the Employee's final average compensation, multiplied by his/her retirement service credit
6. Effective October 1, 2009, the maximum retirement pension allowance shall not exceed eighty-five (85%) of the Employee's highest base wage year.
7. Vesting for all bargaining unit members for retirement pension benefits shall mean ten (10) years of retirement service credit.
8. Vesting for all current bargaining unit members for retirement health care shall mean ten (10) years of credited service working for the Water and Waste Services Division. Effective October 1, 2009, all bargaining unit members shall obtain the minimum age of fifty-five (55) years to be eligible for retirement health care benefits. Purchased service credit time in the Article shall not be used in determining the retirement health care eligibility criteria.
9. All bargaining unit Employees hired after January 1, 2006 shall: have a minimum of fifteen (15) years of Water and Waste Services Division service credit to receive seventy-five percent (75%) of their retirement health care benefit paid by the Employer upon their retirement and must be a minimum of fifty-five (55) years of age, or must have twenty-three (23) years of credited service with the Water and Waste Services Division to receive one hundred percent (100%) paid health care from the Employer, and must be a minimum of fifty-

five (55) years of age. Purchased service credit time in this Article shall not be used in determining the retirement health care eligibility criteria.

10. For all current bargaining unit members, as of December 31, 2005, final average compensation shall mean the average of the two (2) highest years of earnings.
11. For all bargaining unit members hired after January 1, 2006, final average compensation shall mean the average of the three (3) highest years of the last five (5) years of earnings.
12. Overtime, certificate bonus (Article 18--F), and vacation cash-in (Article 15--D) shall not be included in the calculation for final average compensation effective 1-1-2011. Employees shall not contribute retirement contributions on overtime, certificate bonus, or vacation cash-in. Note: this provision has no impact on total earnings for years prior to 1-1-2011.
13. Cost of Living Allowance – Adjustments of three point five percent (3.5%) of the Straight Life Option, Option A, Option B, or Option C of the initial pension benefit amount (not compounded) shall be made annually beginning with the third year of retirement and continue for years four, five, six, and seven following an Employee's retirement. If the Employee chooses Option Section 25C, the initial cost of living adjustment increase is based upon the Straight Life portion of the Section 25C option formula. The initial cost of living adjustment shall be payable in the next retirement payment after the completion of drawing two (2) full years of the retirement pension benefit. Cost of living adjustments are not included in computing the maximum retirement allowance. .
14. The Reciprocal Retirement Act, when used to collect a pension benefit from the Water and Waste Services Division shall not be included for calculating service credit when determining retirement health care eligibility.
15. Age and service retirement at fifty-five (55) years of age with a minimum of ten (10) years of credited service. If a member retires prior to the attainment of age sixty (60) as presently provided, the pension portion of their retirement allowance shall be reduced five-tenths of one percent (.5%) by the number of complete months the date of their retirement precedes the date they would attain age sixty (60).

### Section 3: Retirement Pension Options and Retirement Healthcare Benefits

The retirement pension benefits and the retirement health care benefits are provided if the Employee meets the eligibility for each benefit as stated in this Article and provided the retiree makes the applicable co-pay on insurance premiums as noted in Article 17:

- A. If the Employee chooses any of the following retirement pension options, the retirement health care benefits stop upon the death of the Employee:
  1. Straight Life retirement pension benefit; or
  2. Pension Option Section 59: Lump Sum Payment; Section 59 Lump Sum Option is not available to any new retiree after 1-1-2011.
  3. Section 25 (C) Pension/Social Security (i.e. coordination of pension benefits and social security benefits); or
  4. Pension Option B, 50% Survivor: Should the retiree predecease their beneficiary, the beneficiary will only continue to receive 50% of the Employee retirement pension benefit; or
  5. Pension Option C: If the retiree deceased during the guaranteed period of Option C, the beneficiaries will only receive the remainder of the guarantee period for the retirement pension benefit.
- B. Retirement Pension Option A - 100% Survivor: Effective January 1, 2006, upon retirement, the Employee may select their spouse for Employer-paid retirement health care coverage under Option A – 100% Survivor, subject to contractual retirement health care eligibility requirements and the eligibility criteria of the health care provider. If the Employee becomes divorced after his/her retirement, the Employee will be entitled to health care coverage until his/her death, and health care benefits for the former spouse cease at the time of the divorce.
- C. Upon retirement, dependents of an Employee are eligible for health care coverage until age twenty-six (26) (subject to the National Health Care eligibility criteria).
- D. Should an Employee re-marry after he/she retires from the Employer, the new spouse is not eligible for health care coverage from this Employer.

#### Section 4: General Provisions on Pension Benefits and Healthcare Benefits

- A. All bargaining unit Employees will be credited with up to thirty (30) calendar days while on layoff benefits towards their credited service for retirement purposes except for workers' compensation and/or sick leave, which will be sixty (60) calendar days of credited service. Time spent not working after the thirty and/or sixty calendar day credit period can be credited to their credited service for retirement provided that the Employee pays the retirement contribution as determined by the Genesee County Employees' Retirement System and such payment is made within twelve (12) months of service after the Employee returns to work. Suspension and time off without compensation are day for day reductions in retirement service credit
- B. Upon completion of three (3) years of service, all bargaining unit Employees shall have the right to purchase credits for time worked for other governmental agencies provided the Employee meets all the requirements of the Genesee County Employees' Retirement System Ordinance and the Employee pays the amount of money required for the purchase of other governmental service credits. Bargaining unit members shall not be able to purchase service credit time towards retirement healthcare benefits. Bargaining unit members may purchase up to a maximum of five (5) years of other governmental service credit. . The fifteen year gap rule shall not apply to OGS purchases as noted in MCLA 46.12 a (9) (a) and (b), and section 18 of the GECERS retirement ordinance.
- C. Upon presentation by the Union, the Employer will review and make whole, where necessary, any credits for retirement due to disciplinary actions that were resolved by arbitration or settlement agreement in the Union's favor.
- D. Military Service - An Employee upon completion of three (3) years of service may apply, in writing, to the Retirement Office to receive credit for military service for credited service for retirement purposes only under the provisions of Section 12a (1) b (15) of Act No. 156 of the Public Acts of 1851, as amended by Act No. 507 of the Public Acts of 1982, being Section 46.12a of the Compiled Laws of 1970. The Employee must meet all the qualifications and conditions outlined in the above Act, except for the eligibility provisions concerning the purchase of military service credits after 1980 shall be disregarded in the state law. The Employee shall have the right to purchase military service credit up to a maximum of five (5) years, provided the Employee receives no pension benefit from the military for the time being purchased for credit in this pension plan. Bargaining unit members shall not be able to purchase service credit time towards retirement health care benefits.
- E. Pop-up Option - When an Employee selects a beneficiary through Retirement Pension Option A (100 % survivor) at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to Straight Life Allowance.
- F. Retirement Health Insurance Benefits - Upon commencement of pension benefit payments, as defined in this Article, the Employer shall provide the Employee who retires with a pension benefit with retirement health care benefits (defined as: Hospital/Medical Insurance, Dental Insurance, and Optical Insurance coverage, including any premium co-payments, equivalent to the coverage and premium co-payments that are being provided at the time of his/her retirement, and provided they meet the retirement health care eligibility requirements in this Article). Effective May 30, 2013, all retirements on or after this date will receive the same benefits for Retirement Health Insurance as active employee coverage's, which may change from time to time in the future, (defined as: Hospital/Medical Insurance, Dental Insurance, and Optical Insurance coverage, including any premium co-payments, equivalent to the coverage and premium co-payments for active employees).
- G. Changing Health Care after Retirement and Premium Co-Pays: The Employer will notify the retired Employees/eligible beneficiary each April during the open enrollment period on the cost of each retirement health care monthly premium. The eligible Employee/beneficiary must make a written application to change from their current coverage. If the Employee selects a retirement health care benefit coverage that is a greater cost than the benefit allowed under this Contract, the Employee will pay the difference between the allowable health care rate and their chosen health care coverage rate from their pension check each month. (Note: The calendar year for retirement health care starts on the first of June each year.)

- H. The Employer shall also be required to reimburse the former Employee who receives retirement pension and retirement health care benefits for Medicare Supplement Part B, on a bi-annual basis. The former Employee submits proof of their payments to Social Security for Medicare Supplement Part B to the Water and Waste Service Division a minimum of 60 calendar days prior to July 1 or January 1. The surviving spouse/beneficiary that receives the Employer retirement health care benefits are not eligible for this reimbursement. This benefit is available to any/all members who retired April 19, 1999 through December 31, 2016. This benefit will no longer be available to any employee who retires on or after January 1<sup>st</sup>, 2017.
- I. Life Insurance – Employees who retire with at least ten (10) years of Water and Waste Services Division credited service (purchased time for service credits will not be included in determining life insurance eligibility), shall receive a \$25,000 straight life insurance policy at commencement of pension benefit payments.
- J. Deferred Retirement: Effective January 1, 2006, all current and deferred bargaining unit members must have a minimum of ten (10) years of retirement service credit for a retirement pension benefit (purchased time for service credits will be included in determining deferred retirement pension eligibility) and, must have a minimum of ten (10) years of Water and Waste Services Division service credit for retirement health care benefits (purchased service credit will not be included in determining retirement health care eligibility), and must be a minimum of sixty (60) years of age, provisions of Article 16 sec. 2 A 15 shall not apply to deferred retirement. Note: It is possible to draw a retirement pension benefit and not be eligible for retirement health care benefits.

All employees hired on or after January 1, 2006 shall: have a minimum of ten (10) years of retirement service credit to be eligible for a deferred retirement pension benefit (purchased time for service credits will be included in determining deferred retirement pension eligibility), and have a minimum of fifteen (15) years of Water and Waste Services Division service credit to receive seventy-five percent (75%) of their retirement health care benefit paid by the Employer upon their retirement, or must have twenty-three years of credited service with Water and Waste Services Division to receive one hundred percent (100%) paid health care from the employer, and will not be eligible to commence a pension and/or healthcare benefit until age sixty (60), provisions of Article 16 - sec 2 A 15 shall not apply to deferred retirement. Purchased service credit in this article shall not be used in determining the retirement health care eligibility criteria.

- K. Non-Duty Death: For all current bargaining unit members: A retirement pension benefit may be paid under the eligibility provisions of the Retirement Ordinance. The spouse and dependents (Note: dependents only covered to age twenty-six (26), of a current Employee who has deceased for non-duty reasons, will be entitled to retirement health care benefits if the Employee has a minimum of fifteen (15) years of credited service with the Water and Waste Services Division. If a non-spouse is selected, or if multiple beneficiaries are selected by the Employee on the nomination of beneficiary form on file in the Retirement Office, no retirement health care benefits shall be provided by the Employer.
- L. Duty Death: For all bargaining unit members: A death in the line of duty benefits and the retirement pension benefit may be paid under the eligibility provisions of the Retirement Ordinance. The spouse and dependents (Note: dependents only covered to age twenty-six (26), of a current Employee who has been determined to fall under the Retirement Ordinance provisions for death in line of duty will be entitled to retirement health care benefits based upon the language in the Widow Retirement Ordinance. If a non-spouse is selected, or if multiple beneficiaries are selected by the Employee on the nomination of beneficiary form on file in the Retirement Office, no retirement health care benefits shall be provided by the Employer.
- M. Non-Duty Disability: For all bargaining unit members, who have at least fifteen (15) years of retirement service credit and who are found eligible by the Genesee County Retirement Commission to retire with a non-duty disability pension retirement, will be entitled to retirement health care benefits if the Employee has fifteen (15) years of credited service with the Water and Waste Services Division. The health care benefit coverage will cease upon the Employee's death (unless the Employee selects Retirement Option A – 100% Survivor and meets the health care eligibility requirements). For all new hires after January 1, 2006, who are found eligible by the Genesee County Retirement Commission to retire with a non-duty disability pension retirement, must have a minimum of fifteen (15) years of credited service with the Water and Waste Services Division in order to receive

75% paid retirement health care benefits, or must have a minimum of twenty-three (23) years of credited Water and Waste Services Division service credits to receive 100% paid retirement health care. All non-duty disability pension retirements are not eligible to select Retirement Pension Option Section 25 (c).

- N. Duty Disability: Any Employee, who is found eligible by the Genesee County Retirement Commission to retire with a duty disability retirement pension, will be entitled to: health care for the lifetime of the Employee, and health care coverage will cease upon the Employee's death (unless the Employee selects Retirement Option A – 100% Survivor). All duty disability pension retirements are not eligible to select Retirement Pension Option Section 25 (c).

<p>ARTICLE 17 HEALTH INSURANCE AND WORKERS' COMPENSATION BENEFITS</p>
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Section 1: Health Insurance: The Employer will make available and pay the cost of the following insurance programs in accordance with the terms and conditions of their respective policies which are in effect on January 1, 2011:

Hospital/Medical Insurance  
Sick-Accident / Workers Compensation Disability Insurance  
Life Insurance  
Optical Insurance  
Dental Insurance

All new bargaining unit Employees hired are eligible for Hospital/Medical insurance coverage's on the first day of the month immediately following the completion of 60 calendar days of employment but before 90 calendar days of employment.: All new bargaining unit Employees hired are eligible for Sick-Accident Disability Insurance, Life Insurance, Optical Insurance, and Dental Insurance on the first day of the month immediately following the completion of 1,040 straight time hours of employment.

The Employer reserves the right to select, or change insurance carriers, or to self-insure the above coverages.

- A. Hospital/Medical Insurance (effective January 1, 2013)
1. The Employer agrees to offer Blue Cross-Blue Shield PPO (Preferred Provider Organization) Community Blue hospital/medical insurance coverage to full-time Employee and their dependents.
  2. Hospital/medical benefits provided are subject to the terms and conditions of the carrier.
  3. The Employee must make a written application to change their current coverage in the open enrollment period.
- B. Health Care Changes (effective April 1, 2015)
1. Drug co-pay: \$10.00 for generic, \$20.00 for formulary, and \$50.00 for name brand drugs.
  2. Effective January 1, 2016: Office visits (including office consultations, urgent care and chiropractor visits): \$30.00 co-pay.
  3. Emergency room visit: \$75.00 co-pay, (waived if admitted or for an accidental injury).
- C. Health Care Reimbursement
- During any annual enrollment period, bargaining unit members and retirees who retired after January 1, 2003 may advise the Division Director, on forms provided, of their voluntary election not to receive Employer-paid hospital/medical coverage. Employees and retirees who retired after January 1, 2003 must provide proof that the Employee/retiree is covered by a medical insurance plan and must sign a waiver which holds the Employer harmless for any liability which may be caused by voluntarily electing not to receive hospital/medical insurance coverage from the Employer.

Thereafter, each full six-month period (June through November and December through May) the Employee goes without the employer-provided coverage, the Employee will be paid a lump sum gross amount of \$2,000 (in December or June as appropriate), provided that during the six-month period the Employee would otherwise have been eligible for Employer-paid coverage, had the Employee been receiving Employer-paid coverage. This lump sum amount shall be considered as taxable wages. This does not preclude a Division Employee from being provided with Employer insurance through his/her spouse, who also works for the Division.

An Employee who is participating in the "opt out" provision who separates employment prior to completion of the six-month period will receive a pro-rated amount for each full month worked during that six-month period. Employees may commence coverage only by applying during a subsequent annual open enrollment period if otherwise eligible under the Agreement or, if due to a qualifying event, as defined by the carrier.

- D. In no event, will an employee be allowed to maintain dual hospital/medical coverage through the Division and through an alternative source such as spouse's hospital/medical coverage.

**Section 2: Life Insurance, Dental Insurance, Optical Coverage and Flexible Spending Account (FSA)**

- A. Life Insurance: \$50,000 - Effective 1/1/2004  
Accidental death coverage for an on the job death of an Employee, has a rider for double indemnity. This provision (life insurance, section 2 A) does apply for an on the job death of a newly hired Employee, starting the first day of the month following their hire date, and applies to probationary Employees after serving their initial 1040 hours of employment for a non-job duty death.
- B. Dental Insurance: Provided by Blue Cross Blue Shield of Michigan.  
Current dental benefits include, but are not limited to:

**CLASS I SERVICES**

<u>Benefit</u>	<u>Coverage</u>
Oral Exams	100% of approved amount-twice per calendar year
A set (up to 4 films) of bitewing X-Rays	100% of approved amount-twice per calendar year
Panoramic or full-mouth X-Rays	100% of approved amount-once every 60 months
Dental prophylaxis (teeth cleaning)	100% of approved amount-twice per calendar year
Pit and fissure sealants for members age 19 and younger	100% of approved amount-once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Palliative (emergency) treatment	100% of approved amount
Fluoride treatments	100% of approved amount-two per calendar year
Space maintainers - missing posterior (back) primary teeth for members under age 19	100% of approved amount-once per quadrant per lifetime

**CLASS II SERVICES**

<u>Benefit</u>	<u>Coverage</u>
Fillings - permanent (adult) teeth	75% of approved amount - replacement fillings covered after 24 months or more after initial filling
Fillings - primary (child) teeth	75% of approved amount - replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer restorations - permanent teeth - for members age 12 or older	75% of approved amount - once every 60 months per tooth
Recementation of crowns, veneers, inlays, onlays and bridges	75% of approved amount - three times per tooth per calendar year after 6 months from original restoration
Oral surgery including extractions	75% of approved amount
Root canal treatment - permanent tooth	75% of approved amount - once every 12 months for tooth with one or more canals
Scaling and root planing	75% of approved amount - once every 24 months per quadrant
Limited occlusal adjustments	75% of approved amount - limited occlusal adjustments covered up to five times in any 60 consecutive months

Occlusal biteguards	75% of approved amount - once every 12 months
General anesthesia or IV sedation	75% of approved amount - when medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	75% of approved amount - 6 months or more after denture is delivered
Relining or rebasing of a partial or complete denture	75% of approved amount - once per arch in any 36 consecutive months
Tissue conditioning	75% of approved amount - once per arch in any 36 consecutive months

**CLASS III SERVICES**

<u>Benefit</u>	<u>Coverage</u>
Removable dentures (complete and partial)	50% of approved amount - once every 60 months
Bridges (fixed partial dentures) for members age 16 and older	50% of approved amount - once every 60 months after original was delivered
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	50% of approved amount - once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

**CLASS IV SERVICES**

<u>Benefit</u>	<u>Coverage</u>
Minor treatment for tooth guidance appliances	50% of approved amount
Minor treatment to control harmful habits	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount
Post-treatment stabilization	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount

- Annual maximum :\$2,800 per member for Class I, II and III services.
- Lifetime maximum: \$3,500 per member for Class IV services.

The Employer reserves the right to select or change insurance carriers or to self-insure the above. The Employer will cover dependents to age 19.

C. Optical Insurance

Vision coverage is provided by BCBS via VSP. A description of the optical insurance coverage is available from the Human Resources office. The optical coverage provides basic coverage (subject to co-pays) for: eye exams, frames, and lenses. The Employer reserves the right to select or change insurance carriers or to self-insure the above. The Employer will cover dependents to age 19.

D. Flexible Spending Accounts: A Health Flexible Spending Account provides employees the opportunity to pay for medically related expenses, on a pre-tax basis, that are not reimbursed by an insurance plan. The amount you contribute and the amount you are reimbursed from your Health FSA are income tax-free. The annual maximum reimbursement for Health FSA is \$2,600.00. Reimbursements can be made only for services that are incurred during the plan (calendar) year. Members are allowed to roll over unused funds up to the maximum amount of \$500 per year, to be used in the following Health Flexible Spending Plan Year. Eligible expenses may include the following examples:

- Office and prescription co-pays
- Deductibles
- Eyeglasses, contact lenses
- Orthodontics
- Over-the-counter medications

Dependent Care Flexible Spending Account (Dependent Care FSA)

A Dependent Care Flexible Spending Account provides employees the opportunity to pay for dependent care expenses for a child, disabled spouse or dependent parent, on a pre-tax basis. The amount you contribute and the amount you are reimbursed from your Dependent Care FSA are income tax-free. You may contribute up to \$5,000 per household. If you are married and file a separate income tax return, contributions cannot exceed \$2500 for each of you.

Eligible expenses must be work related and include the following example:

- The cost of care provided in or out of your home for a qualified dependent

According to IRS regulations, the following are examples of expenses that are non-reimbursable:

- Payments made to anyone you claim as a tax dependent
- Payments made to your children under age 19 who provide care to one of your dependents
- Overnight summer camp expenses
- Schooling for children in kindergarten or higher

Reimbursements can be made only for dependent care services that are provided during the plan (calendar) year. Please note that if a reimbursement request exceeds the account balance, reimbursement will only be up to the balance available in the account.

A qualifying dependent is defined as a child under age 13 who is your IRS tax dependent; your spouse who is physically or mentally disabled and unable to care for herself or himself; or your IRS tax dependent, such as an elderly parent or child over the age of 13, who is physically or mentally disabled and unable to care for herself or himself. According to IRS definition, a disabled person is one who is not physically or mentally able to dress, clean, or feed himself or herself or requires constant attention to prevent self-injury.

**Changes in FSA Elections:** IRS regulations require any money not used for eligible expenses in a plan (calendar) year, be forfeited. Once you enroll in an FSA, participation must continue unchanged until the end of the plan (calendar) year unless you have a qualifying life event (marriage, divorce, death, birth/adoption or change in employment). An adjustment in your election must be consistent with the change in status, i.e. if your employment status goes down, then your election would too. Any adjustment to your election must occur within 31 days of the occurrence.

The FSA is optional.

### Section 3: Continuation of Insurance Benefits

The Employer agrees to continue hospital/medical, dental, and optical insurance program benefits for Employees on sick leave, layoff, and workers' compensation leave as follows:

- A. Sick Leave - Maximum of twelve (12) months Hospital/medical insurance coverage for full time Employees on authorized disability leave of absence who have at least five full years of continuous service, beginning with the first (1<sup>st</sup>) day of the following month such Employee goes on authorized disability leave.

Full time Employees who have at least six months of continuous service but not more than five full years of continuous service with WWS shall be provided with hospital/medical insurance for six months coverage beginning with the first (1<sup>st</sup>) day of the following month such Employee goes on authorized disability leave.

- B. Layoff – The Employer agrees to provide three months hospital/medical insurance coverage, for full time Employees on layoff status, beginning with the first (1<sup>st</sup>) day of the following month of layoff. Continuation of the hospital/medical coverage is contingent upon the laid off Employee maintaining eligibility for unemployment benefits.
- C. Workers' Compensation Leave - The Employer agrees to provide hospital/medical insurance coverage for a maximum of eighteen (18) months, for full time Employees on workers compensation leave, beginning with the first

(1<sup>st</sup>) day of the following month of said leave. Continuation of the hospital/medical coverage is contingent upon the Employee maintaining eligibility for workers compensation leave.

- D. COBRA – In accordance with applicable Federal law (COBRA), the Employer offers Employees and their eligible family members the opportunity to purchase a temporary extension of group health insurance coverage (hospital, medical, dental, and optical) at group rates in specific instances when such group coverage would otherwise end. Any individual Employee or eligible spouse of covered dependent choosing to apply for continuation of group health coverage under COBRA must apply in writing within sixty (60) days of loss of said group health coverage to the Employer through the Human Resources Office. The Employer shall provide written notification of rights to Employee or qualified beneficiary within fourteen (14) calendar days from qualifying event or loss of coverage (whichever is later). The Employee payment of insurance premiums must be submitted to the Human Resources Office in the form of a check or money order by the first (1<sup>st</sup>) day of each month or within the grace period as provided by COBRA or coverage will cease.
- E. There shall be no liability whatsoever on the part of the Employer for any insurance premium contribution coverage for an Employee or Employees who are on layoff or leave of absence status other than the provisions set forth in this section. The Employer will give Employees who are on disability leave written notification of the loss of insurance benefits two (2) weeks prior to the loss of insurance benefits.

Section 4: During the term of this Agreement, the Employer retains the option of selecting and changing insurance carriers for any of the insurance benefit programs specified in Article 17, as long as the insurance terms, coverage and benefits are equivalent or better.

#### Section 5: Sick-Accident/Workers Compensation Disability Insurance Provisions

- A. An Employee known to be ill or injured resulting in total disability as evidenced by a statement from their attending physician attesting to such condition will be placed on sick leave commencing on the eighth (8th) calendar day following the initial visit to their physician and will continue until medical evidence is received by the Employer stating that the Employee may return to work, up to a maximum of one calendar year for Employer insurance covered disability benefits. Disability Insurance payments paid by the Employer selected carrier will cease after one calendar year. On 1-1-2008, disability benefits consist of sixty-six and two-thirds percent (66 2/3%) of the Employees regular weekly wage rate up to a maximum of \$700.00. Sick leave forms may be obtained by the Employee or by his/her designee at the Human Resources Office.

Extended Sick Leave: Extended Sick Leave is defined as sick leave of eight (8) calendar days or longer and shall be categorized in two types: *Emergency and Planned*. An emergency sick leave may be the result of such things as an accident, or serious sudden illness event requiring immediate medical attention. In the event of an emergency sick leave, the Employee may choose to utilize accumulated leave or go without pay for the initial seven (7) calendar day period. Seven calendar days, as used in this Section, is intended to mean one (1) seven-day week, which includes forty working hours and two rest days per workweek. For the purposes of this Section of Article 17, accumulated leave is defined as personal time and annual time. If the Employee has less than necessary personal days accumulated, she (he) may utilize annual leave to make-up the balance of days after all personal time has been exhausted. All other extended sick leaves shall be considered "*Planned*" and the initial seven (7) calendar days of sick leave shall be covered by accumulated leave beginning with personal leave. If personal leave has been exhausted, vacation leave shall be used.

- B. If an Employee ceases to be totally disabled or fails to submit required proof of said disability, the biweekly installments shall automatically and immediately cease. Notwithstanding proof of total and permanent disability that may have been accepted by the insurance company as satisfactory, the Employee, on request from the insurance company, shall furnish proof of the continuance of such disability and shall submit to physical examinations at reasonable intervals by physicians designated by the insurance company.
- C. A minimum of three (3) work days prior to return to work from sick leave, the Employee shall provide the Employer a statement from the attending physician specifying the Employee's ability to return to their normal assigned

duties. The Employer may require the Employee to complete a physical by a designated physician prior to being allowed to return to work. They must produce a note from their Physician that will release them to work with no restrictions including a clear return to work date. It is strongly recommended that the employee notify his or her Physician that a three working day notice is a requirement of the Employer. The employee will be required to visit the Employer's doctors/clinic to obtain an occupational release for duty. The day that the employee notifies the Human Resource office in writing that they can return to work shall be considered day one of the three working day notice. Every effort will be made to get a timely appointment. Clinic appointments are beyond the control of the Human Resource office. If the employee fails to give three working day notice prior to their physician return to work date then they will have the choice of using personal, vacation or unpaid time if the disability carrier stops payment prior to the end of the three days. There will be no discipline for use of the unpaid time. This unpaid time is not entitled to any accrual of any seniority or employment benefits (vacation time, personal days or holidays) that would have accrued if not for taking unpaid time. If an Employee gives notice with a written three working day notice and a clinic appointment cannot be arranged, the Employer will pay the Employee at their regular rate of pay (i.e. 4th, 5th working day etc.) until the Employer's doctor/clinic releases the employee to work. In the event the Employer's doctor/clinic does not release the Employee with no restrictions the Employee will remain on disability.

- D. If an Employee is on sick/disability leave for a continuous period of time equal to the length of their date of hire to the initial date of the sick/disability leave, minus any adjustments for leaves of absence within the Division, the Employees right to return to employment within the Division shall be forfeited.

#### Section 6: Worker's Compensation Benefits

- A. In the event an Employee sustains an occupational injury he/she will be covered by applicable Worker's Compensation Laws.
- B. Any Employee sustaining an occupational injury shall be entitled to payments by the Employer providing the injury is sufficient to warrant payment under Worker's Compensation Laws as set forth in (C) and (D) below.
- C. If the injury is deemed compensable, the Employee will receive from the Employer's designated insurance carrier a weekly benefit amount equal to eighty percent (80%) of the after tax value of the disabled Employee's average weekly wage rate, as determined by statutory compensation table.
- D. If a seniority Employee, in the performance of his/her duties, becomes injured and unable to perform such duties, he/she may become eligible for short-term -- seven (7) calendar days or less -- occupational injury benefits as set forth above, provided:
  1. The Employee is not disciplined for poor work performance or misconduct (i.e., carelessness, roughhousing, negligence) in relation to the injury.
  2. The determination will be made by the Employer's designated physician that the Employee is unable to perform his/her duties.
  3. An Employee will be paid during the first seven (7) calendar days at the prevailing Worker's Compensation benefit rate. The Employee will reimburse the Employer for any compensation subsequently received by the Employee from the Employers Worker's Compensation carrier for those first seven (7) calendar days.
  4. Upon request, the Employee will be provided with a copy of his/her injury report.

Section 7: An Employee on sick leave or Worker's Compensation Leave shall return to the classification he/she held prior to said leave, provided he/she furnishes a medical certificate of capability a minimum of three (3) work days prior to the return to work date to the Human Resources Office.

Section 8: Total seniority will accumulate for the first sixty (60) calendar days for an Employee on sick leave and eighteen (18) months while on Worker's Compensation leave.

Section 9: An Employee on a sick leave, or on a Worker's Compensation leave, will not accrue vacation time, or personal time benefits except for the first sixty (60) calendar days on that leave.

ARTICLE 18  
MISCELLANEOUS BENEFITS

A. Educational Reimbursement

Section 1: Full-time seniority Employees will be reimbursed for tuition fees for approved college level course work in accordance with the following provisions (college level course work may include online classes).

- a. Class attendance and homework assignments must be completed on their own time and not during working hours.
- b. Employees must be full-time and on the active employment rolls at the beginning of the course, during the course, and at the completion of the course. (Probationary and temporary Employees are excluded from applying and being reimbursed.)
- c. Course work must be taken through an accredited college or institution and must be job related. It is the understanding of the parties, that the term "job related" will also encompass course work taken by the Employee in order to provide that Employees with the necessary academic training to qualify for regular posted promotional opportunities within the Bargaining Unit.
- d. Employees must satisfactorily meet academic requirements "C" or equivalent for all undergraduate course work and "B" or equivalent for all graduate course work.
- e. Reimbursement per Employee is limited to \$900 per calendar year for tuition expense for approved courses, which end in that calendar year. In no instance will a refund exceed the Employee's actual expenditures, nor will reimbursement be issued for expenses also being reimbursed through other sources, (i.e., scholarships, G.I. Bill, etc.). Fees and payment for books, supplies, transportation, parking, meals, recreational activities, and graduation are excluded.

Section 2: In order to be eligible for reimbursement, Employees must make application for educational reimbursement to the Division Director or designee on designated forms. Such application should be submitted as soon as possible, but under no circumstances will an application be approved if it is not submitted by the Employee to the Director two (2) weeks prior to the first day of class. It is the sole responsibility of the Employee to submit their application by this deadline. Upon receipt of this application, a determination will be made by the Director within one (1) week as to whether the Employee and course work meet program eligibility requirements. Thereafter a copy will be returned to the Employee prior to the start of class, signifying a determination under the Education Reimbursement Program.

Section 3: Upon completion of approved courses, Employees must submit to the Director an official copy of the grade report or similar official evidence of completion of the course, a receipt for tuition payment of the course and a copy of the approved application form. Tuition refund payment will be issued for approved courses within thirty (30) calendar days of approval of the above documents. However, if any Employee receiving educational reimbursement leaves the Division's employment prior to the expiration of one (1) year period following completion of the courses for which reimbursement was issued, they shall repay said reimbursement on the basis of 1/12 of the reimbursement for each month they are short of meeting this one (1) year requirement.

B. Training

Job related training previously authorized in writing by the Employer will be compensated as required by the applicable Federal, State and/or local law.

C. Uniforms

Section 1: Each Employee will be allowed \$300 per calendar year for the life of the contract. This amount will be used to purchase a minimum of seven (7) uniform sets. The remainder of the uniform allowance will be used for the purchase of optional clothing; i.e., jackets, boots, gloves, coveralls, lab coats, wet weather or cold weather gear.

The Employer and the Union will form a committee of two management and two union representatives to review clothing for the Director's approval. This will create a supply price list for uniforms and optional clothing to the Employees from which to select required uniform sets and optional clothing items up to the maximum applicable dollar allowance. Each Employee must maintain a total of seven (7) uniform sets. (A set is defined as a shirt and pants.) Prior to ordering optional clothing each Employee must have his/her uniforms inspected by the Employer. Employees having less than seven (7) usable uniform sets will be required to purchase additional uniform sets to bring them up to seven (7) sets before they will be allowed to use their clothing allowance for purchasing optional clothing.

Probationary Employees will be allowed to purchase seven (7) uniform sets. Upon completion of their probationary period, new Employees will be provided with a prorated clothing allowance based on the number of months remaining in the current clothing allowance period. The cost of the seven (7) uniform sets previously purchased shall be deducted from the Employee's pro-rated clothing allowance, and if such allowance is insufficient to cover the entire cost of the initial seven (7) uniform sets, the remaining unpaid balance shall be deducted from the Employee's next clothing allowance. Probationary Employees who are terminated prior to the completion of their probationary period will be required to return their uniforms to the Employer or the cost of these uniforms will be deducted from their final paycheck.

While other footwear may be approved for use as acceptable footwear, this section provides only for the purchase of approved work boots. Any other footwear must be purchased by the Employee. Approved work boots are:

***Safety-toed leather work boot (may be steel or fiberglass) of at least six (6) inches in height and meets ANSI guidelines and specifications for impact and compression.***

Employees shall wear the appropriate footwear depending upon the work assignment. The Employee shall have safety-toed work boots readily available at their work site (i.e., either in the field, plant, or complex they are assigned each day) to cover all situations where safety-toed boots are appropriate footwear. Failure to have the required safety-toed boots on their feet in any situation requiring said protective devices will result in disciplinary action to the Employee.

The Employees may wear the following: polo shirt, sweat shirt, tee shirt, hat, and jacket that display the AFSCME logo may be worn on Fridays. When a job assignment includes entering the private homes and/or businesses, the Employee shall wear a clearly identifiable WWS logo.

Section 2: Each Employee shall wear a clean uniform while on the job. Uniform is defined as shirt, pants, and approved footwear. The Employee shall have their Division identification badge on their person while on the job. Clothing will be washed utilizing Employer's equipment at ARTP, O & M, and Linden Treatment Plant. Laundry soap will be provided and washing and/or drying can be done on breaks, lunch periods, and non-working hours.

#### D. Union Bulletin Boards

Section 1. The Employer will provide a space for a bulletin board in a suitable location, which may be used by the Union for posting notices of the following types.

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Notices pertinent to the administration of the Union.

All such notices are to be signed by the Chapter Chairman or his/her designee.

Section 2: The Union shall have the exclusive right to the use of this bulletin board. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Board, the Chapter Chairperson will be advised by the Employer and a Special Conference will be called. Except as permitted above, there shall be no distribution of posting by Employees represented by this Chapter or by the Union or its representatives of pamphlets, advertising or political matter, notices of any kind or literature upon the Employer's premises.

E. Mileage

Employees requested to use their personal vehicle in the course of their work will be paid at the current I R S rate per mile.

F. Certificate Bonuses

All certificate payments shall be for License or Certification above the Job Description requirements: if the License is currently valid (expired or inactive License/Certificates will not receive this bonus). A valid CDL is defined a current State of Michigan Commercial Driver's License and current DOT Medical Certificate.

For employees maintaining a CDL and it is not required as part of the job description: it will be the employees responsibility to pay for their license and medical certification however medical certification can be conducted on Division time up to two (2) times during the life of the contract.

For employees maintaining a CDL and it is a requirement of the job description held by that employee: the Employer will pay for the license and medical certification and the medical certification can be conducted on Division time

The Employee must make written application for any certificate bonus by November 1 of each year and they must submit copies of documentation of current certificate or licenses, CDL and medical certification. Failure to apply or provide appropriate documentation will result in forfeiting of bonus for that year.

An Employee will be paid \$150.00 per certification for the following:

- Wastewater Certification (D, C, B, A): \$150
- Lagoon Operation Certification (L1, L2): \$150
- Waterworks operator certified in distribution (S4, S3, S2, S1): \$150
- Waterworks Operator certified in treatment (D4, D3, D2, D1 F4, F3, F2, F1): \$150
- Commercial Driver's License \$150
- N Endorsement shall be paid a yearly bonus of \$50.00.

Maximum payment per Employee shall be \$ 450.00 per year

If an employee has an MBRST (Mini Boom Road Safety Trenching) \$150 will be paid in addition to the above limit.

The Employer will pay all recertification or renewal fees for any license or certificate that is required per the job description.

Bonuses will be paid the first payday in December.

G. Safety Committee

A seven member Advisory Safety Committee will be established, consisting of three members from management and four members from the bargaining unit and will meet monthly if needed, to identify prospective safety issues. The committee's recommendations will be submitted to the Employer for resolution. The four bargaining unit members shall be made up of one (1) person each from District 3, Beecher Road O&M, Water Plant and A.R.T.P. The Employer will provide necessary safety equipment.

- G. Water and Sewer Tampering Bonus: The employer agrees that, under circumstances identified by the employer, a bonus will be paid for reporting of water theft and sewer tampering to promote catching such violators. A Bargaining Unit employee who first reports such as a current, actual violation in good faith, up to including the identity of the perpetrator, will receive two (2) hours of personal time for each verified incident.

ARTICLE 19  
HOURS OF WORK AND PREMIUM HOURS

Section 1: An Employee's normal work schedule shall consist of forty (40) hours of work performed in a workweek. The Employer maintains both five (5) day and seven (7) day workweek operations, depending on the nature of the work being performed. The Employer will establish daily work schedules of no less than eight (8) hours and no more than twelve (12) hours. For seven (7) day operations, the workweek shall be Monday through Sunday and for five (5) day operations, the workweek shall be Monday through Friday. An Employee will not be scheduled to work more than one Sunday in any three (3) successive Sundays, except for: Senior Wastewater Treatment Plant Operators, Senior Water Treatment Plant Operators, Wastewater Treatment Plant Operator II's A and B, Water Treatment Plant Operator II's A and B, Water Treatment Plant Lab Technician\*, Water Treatment Plant Lab Analysts\*. Employees who are scheduled for forty (40) hours of work for any work week and who do not receive the equivalent of forty (40) hours of pay at their straight time rate of pay due to a lack of work, shall be paid the equivalent of forty (40) hours at their straight time rate of pay. The Employer will designate the workstation by department. (For this Section, Monday starts at 11:00 p.m. on Sunday.)

\* This only applies on a seven (7) day operation schedule.

Section 2

- A. Shift preference shall be exercised only during the period of June 1 through June 15 of each year and only after written notice from the Employee of his/her desire to exercise shift preference shall have been provided to the appropriate Department Head at least thirty (30) calendar days in advance of June 1.
- B. Shift preference changes shall take effect to coincide with a pay period. Shift preference may also be exercised in the event of a permanent vacancy in the Division without regard to any other provisions of this Section. All Stewards and Union Officers shall have super shift preferences provided they are working at a location that has more than one shift.
- C. Treatment Plant Operator workstation assignment shall be exercised in the same manner as A and B above.
- D. Selection of shift assignment and/or Treatment Plant Operator workstation assignment shall be based upon total seniority.

Section 3: Time and one-half will be paid under any of the following conditions:

- A. Daily - All work performed in excess of eight (8) hours in any workday.
- B. Periodically - All work performed in excess of forty (40) hours in any workweek.
- C. For the purpose of computing overtime premium pay, all holidays worked, all holidays paid but not worked, approved job related training, approved personal leave or approved paid vacation leave shall be regarded as hours worked.
- D. Scheduled shift work hours will be paid at the existing shift premium rate (reference Section 6 below). All hours worked prior to the start of an Employee's scheduled shift will be paid at the existing shift premium rate for the actual hours worked. Hours worked as a continuation of a scheduled shift, up to a maximum of four (4) hours, will be paid at the existing shift premium rate for the scheduled shift. However, if the Employee works in excess of four (4) hours as a continuation of their scheduled shift, all hours worked after their scheduled shift ending time will be paid at the existing shift premium rate for the non-scheduled hours worked.

Section 4: Senior Wastewater Treatment Plant Operators, Senior Water Treatment Plant Operators, Wastewater Treatment Plant Operator II's A and B and Water Treatment Plant Operator II's A and B who work overtime shall be paid their assigned shift premium for all overtime hours worked regardless of what shift they are working overtime on.

Section 5: Breaks and Lunch Time

- A. Employees are allowed two (2) twenty (20) minute rest breaks per day, and a lunch break of one-half (1/2) hour. One rest break is to be taken in the first four (4) hours of the shift and the other in the second four (4) hours of the shift. All breaks are to be taken at a time scheduled by the Employer to allow for the continuous and effective operation of the Division. The lunch break will be scheduled for one-half (1/2) hour at all work stations except for Construction Observer Assistants, Construction Observers where the one-half (1/2) hour lunch break will be taken in conformity with the construction contractor's schedule.
- B. At the discretion of the immediate supervisor, Employees who are called into work or work overtime after normal working hours will not be charged for a 1/2 hour lunch break provided they worked through their lunch and work more than four (4) hours.

Section 6: Shift Premium Compensation

- A. The shift premium will be paid at the rate of \$0.50 per hour for afternoon (C) shift work and at the rate of \$0.65 per hour for night (A) shift work. The hours for the shift premium shall be paid as follows:
  - The traditional A shift is 11:00 p.m. to 7:30 a.m. (.65 per hour premium).
  - The traditional C shift is 3:00 p.m. to 11:30 p.m. (.50 per hour premium).
- B. The traditional B shift is 7:00 a.m. to 3:30 p.m. (no premium paid). Construction Observers may be scheduled for the traditional B shift to start between 7:00 a.m. and 8:30 a.m. No premium paid.
- C. A Sunday work day premium of \$0.75 per hour for Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) Treatment Plant Operators, Lab Techs, and Maintenance Mechanics, and \$0.65 per hour for Assistants will be paid for regularly scheduled Sunday work at a work station that is on a seven (7) day work week of twenty-four (24) hours per day.

Section 7: Employees who report when called to work and are sent home after working less than two and one-half (2.5) hours will be credited with two and one-half (2.5) hours pay. When requested by a supervisor, Employees who report when called to work prior to the start of normal working hours and who work less than two and one-half (2.5) hours will be credited with two and one-half (2.5) hours pay. Employees who are asked and who do not refuse to work overtime within ten (10) minutes prior to the end of the shift will be paid at a minimum of one (1) hour overtime if he/she works more than eight (8) or less than a total of nine (9) hours in that day.

Section 8: Schedule Notification

- A. The Employer may schedule the Employee's workweek thirty (30) calendar days in advance of each quarter for that quarter.
- B. When changes in the schedule are necessary, affected Employees will be notified five (5) calendar days in advance with the exception of emergency situations.

Section 9: Special Provisions for Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), Water Treatment Plant Operator II's (A and B):

- A. Work Schedules – Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will be scheduled for forty (40) hours per workweek, and may be required to work eight (8), ten (10), and twelve (12) hour shifts on a rotating basis. Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will be paid time and one-half overtime pay for all unscheduled hours worked on Monday through Sunday. The Employer reserves the right to alter the Senior Treatment Plant Operator's shift schedules at any time. The Senior Treatment Plant Operators will be notified of changes in their work schedules a minimum of thirty (30) calendar days in advance.
- B. Shift Premium – Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will be paid shift premium in the following manner:

1. Those Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) on A-shift will be paid A-shift premium (.65 per hour) for all hours worked in that pay period.
  2. Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) on C-shift will be paid C-shift premium (.50 per hour) for all hours worked in that pay period.
  3. Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will be paid Sunday shift premium (.75 per hour) for all scheduled hours worked on Sunday.
- C. Pay for Holidays Worked – Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will be paid for hours worked on designated holidays in the following manner:
1. Holidays – Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will be paid holiday pay and time and one-half (1 ½) for all scheduled hours worked. Time and one-half (1 ½) will be paid for all additional unscheduled hours worked on holidays.
  2. Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will receive holiday pay for all scheduled hours when the holiday is requested off.
  3. Senior Treatment Plant Operators, Wastewater Treatment Plant Operator II's (A and B), and Water Treatment Plant Operator II's (A and B) will be paid eight (8) hours pay on holidays, which fall on their scheduled day off.
- D. Senior Treatment Plant Operators and Treatment Plant Operator II's A and B (both Water and Wastewater) shall receive a paid 20-minute lunch period.

Section 10: Special provisions for Construction Observers: Construction Observers are guaranteed 40 hours per week however depending on the season the workload for the Construction Observer may vary. Upon mutual agreement between the Employer and the Union, a Construction Observer may be worked outside their job classification (at their current rate of pay) during the off season in an effort to ensure a 40 hour work week.

Section 11: Shower Time at All Work Stations:

The "day" shift will be allowed the last twenty (20) minutes of the shift for cleanup and shower time. The "afternoon" and "midnight" shifts will be allowed the last fifteen (15) minutes of the shift for cleanup and shower. All Employees will be allowed a maximum of fifteen (15) minutes for shower time after working overtime.

<p>ARTICLE 20 WAGE RATES</p>
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Section 1: Each new Employee meeting the minimum qualifications will be hired at the starting hourly wage rate for that classification.

Section 2: The Employer will issue the bi-weekly payroll every other Wednesday, at 7:30 a.m. to the Union Employees. Any employees who select direct deposit will receive the deposit by close of business on Tuesday, except for Banking Holidays.

Section 3: If the Employee is promoted to a higher paying classification, the Employee's current base pay will be increased to the same step in the new position pay scale.

Section 4: Compensation Increases

The wage table below will be effective on January 9<sup>th</sup>, 2017 and run through January 7<sup>th</sup>, 2018

2017	START	6 mo	1 yr	2 yr	3 yr	4 yr	5 yr	7 yr	12 yr	17 yr
U-1	\$18.95	\$19.95	\$20.45	\$20.95	\$21.45	\$21.45	\$21.45	\$21.45	\$21.45	\$21.45
U-1B	\$18.95	\$19.95	\$20.45	\$20.95	\$21.45	\$21.95	\$22.45	\$23.00	\$23.54	\$24.27
U-2	\$22.55	\$23.55	\$24.05	\$24.55	\$25.05	\$25.55	\$26.05	\$26.70	\$27.36	\$28.23
U-3	\$23.15	\$24.15	\$24.65	\$25.15	\$25.65	\$26.15	\$27.05	\$27.73	\$28.42	\$29.33
U-4	\$24.25	\$25.25	\$25.75	\$26.25	\$26.75	\$27.25	\$28.15	\$28.87	\$29.58	\$30.54
U-5	\$25.35	\$26.35	\$26.85	\$27.35	\$27.85	\$28.35	\$29.35	\$30.10	\$30.86	\$31.86
U-6	\$26.85	\$27.85	\$28.35	\$28.85	\$29.35	\$29.85	\$31.06	\$31.60	\$32.36	\$33.36

The wage table below will be effective on January 8<sup>th</sup>, 2018 and run through January 6<sup>th</sup>, 2019

2018	START	6 mo	1 yr	2 yr	3 yr	4 yr	5 yr	7 yr	12 yr	17 yr
U-1	\$19.45	\$20.45	\$20.95	\$21.45	\$21.95	\$21.95	\$21.95	\$21.95	\$21.95	\$21.95
U-1B	\$19.45	\$20.45	\$20.95	\$21.45	\$21.95	\$22.45	\$22.95	\$23.50	\$24.04	\$24.77
U-2	\$23.05	\$24.05	\$24.55	\$25.05	\$25.55	\$26.05	\$26.55	\$27.20	\$27.86	\$28.73
U-3	\$23.65	\$24.65	\$25.15	\$25.65	\$26.15	\$26.65	\$27.55	\$28.23	\$28.92	\$29.83
U-4	\$24.75	\$25.75	\$26.25	\$26.75	\$27.25	\$27.75	\$28.65	\$29.37	\$30.08	\$31.04
U-5	\$25.85	\$26.85	\$27.35	\$27.85	\$28.35	\$28.85	\$29.85	\$30.60	\$31.36	\$32.36
U-6	\$27.35	\$28.35	\$28.85	\$29.35	\$29.85	\$30.35	\$31.56	\$32.10	\$32.86	\$33.86

The wage table below will be effective on January 7<sup>th</sup>, 2019 and run through January 5<sup>th</sup>, 2020

2019	START	6 mo	1 yr	2 yr	3 yr	4 yr	5 yr	7 yr	12 yr	17 yr
U-1	\$19.95	\$20.95	\$21.45	\$21.95	\$22.45	\$22.45	\$22.45	\$22.45	\$22.45	\$22.45
U-1B	\$19.95	\$20.95	\$21.45	\$21.95	\$22.45	\$22.95	\$23.45	\$24.00	\$24.54	\$25.27
U-2	\$23.55	\$24.55	\$25.05	\$25.55	\$26.05	\$26.55	\$27.05	\$27.70	\$28.36	\$29.23
U-3	\$24.15	\$25.15	\$25.65	\$26.15	\$26.65	\$27.15	\$28.05	\$28.73	\$29.42	\$30.33
U-4	\$25.25	\$26.25	\$26.75	\$27.25	\$27.75	\$28.25	\$29.15	\$29.87	\$30.58	\$31.54
U-5	\$26.35	\$27.35	\$27.85	\$28.35	\$28.85	\$29.35	\$30.35	\$31.10	\$31.86	\$32.86
U-6	\$27.85	\$28.85	\$29.35	\$29.85	\$30.35	\$30.85	\$32.06	\$32.60	\$33.36	\$34.36

The wage table below will be effective on January 6<sup>th</sup>, 2020 and run through January 3<sup>rd</sup>, 2021

2020	START	6 mo	1 yr	2 yr	3 yr	4 yr	5 yr	7 yr	12 yr	17 yr
U-1	\$20.45	\$21.45	\$21.95	\$22.45	\$22.95	\$22.95	\$22.95	\$22.95	\$22.95	\$22.95
U-1B	\$20.45	\$21.45	\$21.95	\$22.45	\$22.95	\$23.45	\$23.95	\$24.50	\$25.04	\$25.77
U-2	\$24.05	\$25.05	\$25.55	\$26.05	\$26.55	\$27.05	\$27.55	\$28.20	\$28.86	\$29.73
U-3	\$24.65	\$25.65	\$26.15	\$26.65	\$27.15	\$27.65	\$28.55	\$29.23	\$29.92	\$30.83
U-4	\$25.75	\$26.75	\$27.25	\$27.75	\$28.25	\$28.75	\$29.65	\$30.37	\$31.08	\$32.04
U-5	\$26.85	\$27.85	\$28.35	\$28.85	\$29.35	\$29.85	\$30.85	\$31.60	\$32.36	\$33.36
U-6	\$28.35	\$29.35	\$29.85	\$30.35	\$30.85	\$31.35	\$32.56	\$33.10	\$33.86	\$34.86

The wage table below will be effective on January 4<sup>th</sup>, 2021 and run through December 31<sup>st</sup>, 2021

2021	START	6 mo	1 yr	2 yr	3 yr	4 yr	5 yr	7 yr	12 yr	17 yr
U-1	\$20.95	\$21.95	\$22.45	\$22.95	\$23.45	\$23.45	\$23.45	\$23.45	\$23.45	\$23.45
U-1B	\$20.95	\$21.95	\$22.45	\$22.95	\$23.45	\$23.95	\$24.45	\$25.00	\$25.54	\$26.27
U-2	\$24.55	\$25.55	\$26.05	\$26.55	\$27.05	\$27.55	\$28.05	\$28.70	\$29.36	\$30.23
U-3	\$25.15	\$26.15	\$26.65	\$27.15	\$27.65	\$28.15	\$29.05	\$29.73	\$30.42	\$31.33
U-4	\$26.25	\$27.25	\$27.75	\$28.25	\$28.75	\$29.25	\$30.15	\$30.87	\$31.58	\$32.54
U-5	\$27.35	\$28.35	\$28.85	\$29.35	\$29.85	\$30.35	\$31.35	\$32.10	\$32.86	\$33.86
U-6	\$28.85	\$29.85	\$30.35	\$30.85	\$31.35	\$31.85	\$33.06	\$33.60	\$34.36	\$35.36

Positions per each pay level are as follows:

**U-1**

Operator Assistant  
Wastewater Treatment Plant Operator Assistant

**U-1B**

Meter Reader

**U-2**

Construction Observer Assistant  
Instrument Technician Assistant  
Operator  
Staker  
Wastewater Treatment Plant Operator  
Water Treatment Plant Operator Assistant

**U-3**

IPP Technician  
Wastewater Lab Technician  
Wastewater Treatment Plant Operator II (A)  
Water Plant Lab Technician  
Water Treatment Plant Operator II (A)

**U-4**

TV/Equipment Operator  
Wastewater Treatment Plant Operator II (B)  
Water Treatment Plant Operator II (B)

**U-5**

Construction Observer  
Equipment Operator  
Maintenance Mechanic  
Senior O&M Operator  
Senior Wastewater Treatment Plant Operator  
Senior Water Treatment Plant Operator  
Water Lab Analyst  
Water Plant Maintenance Mechanic

**U-6**

Instrument Technician

ARTICLE 21  
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ARTICLE 22  
OVERTIME

Section 1: General Overtime Provisions

It is understood and agreed that the nature of the work performed by the Division and the responsibility to the people of the community, that under certain circumstances it may be necessary for employees to work overtime, either scheduled, job continuation or emergency call-in. Employees will be given as much advance notice as is reasonably possible under the circumstances. The following procedures provide for an equitable distribution of available overtime opportunities.

The decision as to whether overtime is necessary is solely the decision of the Employer (which may include classification, scheduled, unscheduled, or continuation overtime). Only upon determination by the Employer that overtime is required will the overtime procedures be utilized.

The Division is currently split into four Departments: Water Plant, ARTP, Districts 3 & 7, and Operations and Maintenance. Each department has different responsibilities and areas of expertise. The Employer will define workstations by department. The workstation is where the assigned tasks are performed.

#### Section 2: Union Creates Overtime Lists

The creation and distribution of the overtime lists are the responsibility of the Union. The overtime list will include those Employees available for overtime, their classification, regular assigned workstation, and a number to call. The rotation of Employees on the list and accrual of overtime hours are the responsibility of the Union for all Departments within the Division. The Employer will provide the Union overtime monitor with access to bargaining unit Employee time cards and / or computerized summaries of overtime hours worked.

Each Employee who decides they do not want to be on the overtime list shall inform the Union overtime monitor concerning their removal from the list.

#### Section 3: Calling In Classifications for Overtime

The Union will create the overtime list for each department within the Division and the Union overtime monitor shall be responsible for any updating of the overtime list. Each workstation supervisor shall receive a copy of the current overtime list. The Union controls and updates the overtime list. It is the responsibility of the Union to ensure that an up to date list is provided to the Employer. Overtime will be called in by workstation, classification, and department. If no one in the workstation and classification responds to the request to work the overtime or denies the request to work overtime, then the next qualified lower classification within the workstation shall be asked, provided they can perform the work. Supervisors may perform bargaining unit work in accordance with Article 10 and will not be party to the grievance procedure.

If no one in the workstation responds to the request to work overtime or denies the request to work the overtime, then the Employer will fill overtime from the top of the overtime list in accordance with classification needed. If the overtime cannot be filled by the needed classification, then the Employer shall descend down the department list using the next lower classifications and then up the department list, if necessary, using the higher classifications, provided they can perform the work.

#### Section 4: Overtime Disputes

In the instance where there is a disagreement as to overtime, use of the overtime list, or any other issue related to overtime, there will be an equalization of overtime in the department for which the affected Employee is allowed the next block of available overtime within his/her workstation classification. This block of overtime will be made available up to two times (if needed) within thirty (30) calendar days of written notice by the Union to the Employees' immediate supervisor. An opportunity is defined as any offer, either directly or by telephone, from the Employer to the Employee, to work overtime. More than one opportunity can occur on the same day but must be for different situations and must be at least four (4) hours apart. The overtime monitor shall have control over the overtime list. If the overtime monitor believes an employee was skipped the overtime monitor shall submit the Union Overtime Protest Form (Exhibit 2) to the Employee's immediate supervisor.

Should the immediate supervisor fail to provide the affected Employee the two opportunities to make up for the missed overtime hours, the Employer shall pay double on the amount of hours not made up by the Employee. The payment will be made on the first full payroll period following the expiration of the thirty (30) calendar day period. If the affected Employee takes time off work during the thirty (30) calendar day catch-up period he/she shall forfeit the opportunity to be paid the catch-up-double time payment noted above.

If the affected Employee feels that he/she was not properly afforded the two opportunities, this problem will be referred directly to the Director or his/her designee. The conference will occur in a timely fashion.

If the missed opportunity is a result of an error by the Union (such as placement of the Employee's name on the list, calculation of hours, or cumulative hours worked, etc.), the Union shall resolve the problem internally and the problem shall not be subject to the catch up or grievance procedure.

#### Section 5: Contacting Employees to Work Overtime

When overtime is necessary, the supervisor will contact the Employees on the list by calling the number on the overtime list provided by the Union. Otherwise the Employees will be contacted by classification needed.

#### Section 6: Employees Response Time

The Employer will attempt to contact the Employee on the overtime list as provided in Section 3 above; using one contact number in the event overtime is needed. If the Employer is unable to make contact with the Employee, the Employer will continue to follow the provisions of Section 3 above and move immediately to the next Employee.

#### Section 7: Flow Charts

Prior to the development of the flow chart the Employer and the Union overtime monitor will meet to discuss any concerns. The Union overtime monitor and the Union Chapter Chair will ultimately develop the flow chart. The Union overtime monitor will be responsible for any updates as needed.

#### Section 8: Probationary Employees

Water Plant, ARTP and District 3 & 7: Probationary Employees shall have the opportunity to be on the overtime list but will be designated as probationary and will not be asked to work overtime until all available bargaining unit members have been asked in the department.

Beecher Road O & M: Probationary Employees shall have the opportunity to be on the overtime list but will be designated as probationary and will not be asked to work overtime until all bargaining unit members in their assigned groups (Water, Sewer or I&I) or in the designated workstation have been asked.

#### Section 9: Miscellaneous Provisions

Overtime for O&M: There shall be three workstation overtime lists – one for Water, one for Sewer and one for I&I.

Continuation Overtime: Continuation is defined as when a job started during a normal shift, and requires overtime in order to complete the job beyond the normal end of the shift for all classifications involved. Upon determination by the supervisor that overtime will be necessary to complete the job; the supervisor shall ask the Employee(s) that are currently working on that job if they can continue to work. If an Employee cannot stay beyond the end of the shift, he/she shall inform the supervisor at the point (in a timely fashion) they are asked to stay and work overtime.

Treatment plant operation staff (ARTP, District 3&7 and Water Plant) are required to stay during their entire shift unless they are properly relieved by another employee or are dismissed by a Supervisor. In the event that an emergency arises those emergencies will be dealt with on a case by case basis and the employee relieved accordingly.

Scheduled Overtime: Shall be defined as work scheduled forty-eight (48) hours in advance. In the event of conditions beyond the Employer's control, scheduled overtime may be cancelled without any compensation to the Employees previously scheduled for overtime. These conditions may include inclement weather, equipment breakdown, or other emergencies beyond the Employer's control. When an employee accepts scheduled overtime and fails to arrive and clock in by the assigned time: The employee shall be considered tardy; The employee will not be allowed to use personal time to cover the missed scheduled overtime; Once the employee has begun scheduled overtime work, the employee shall remain on the job until completion of the job or is released by the supervisor.

Call-In: The Employee shall receive a minimum two and one half (2.5) hours at the overtime rate of pay for compensation due to being called in for that emergency.

#### Section 10: Employees Requesting To Leave Work While On Overtime

In the event overtime is accepted, the Employee will continue on overtime until the job is completed, unless the overtime exceeds the maximum continuous hours that can be worked for safety reasons. The general rule is that an Employee shall not work more than nineteen (19) continuous hours in any twenty-four (24) hour period due to an emergency. When the Employer schedules overtime for non-emergency situations, the general rule shall be a maximum of sixteen (16) hours.

If the Employee is tired, feels sick, or has a valid reason they wish to leave work, then he/she shall immediately notify the supervisor of the situation and be afforded the opportunity to leave the job site prior to the completion of the job. If the Employee punches out prior to the completion of the job, and has not exceeded the maximum number of hours of work for

safety reasons, the overtime monitor shall charge the Employee with the additional number of hours worked to complete the job.

Section 11: Overtime is voluntary.

Section 12: Special Provisions for Construction Observer Assistants and Construction Observers Construction. Observer Assistants and Construction Observers must work overtime in conjunction with the contractor's schedule unless otherwise relieved by another Construction Observer or by their Supervisor. The Employer will attempt to equalize overtime through work assignments. Should an issue arise out of the work assignments, the Employee shall discuss the issue with his/her supervisor, and if the issue is not resolved at that level, the issue will be referred directly to the Department Head or his/her designee in writing by the bargaining unit. The conference will occur in a timely fashion.

Section 13: Supervisors may perform bargaining unit work in accordance with Article 10 and will not be party to the grievance procedure.

ARTICLE 23 JOB DESCRIPTIONS
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Section 1: The job descriptions for each of the classifications as per Article I Section 1 shall be as set forth in this Agreement Employees will be paid at the higher classification in rounded one hour increments, provided they are required by the Employer to work in that classification in any one day. An Employee may hold a maximum of two classifications. Employees who hold two classifications will be paid for leaves (i.e. vacations and holidays) at their lower classification rate. An adjustment of \$100.00 in one lump sum on the first pay period in June will be paid for possessing second higher paying classification.

Section 2: Grandfathered Employees Are Limited To The Following:

- A. As of August 1, 1988, a "Michigan Class D" Certification was required in order to be considered for promotion to Treatment Plant Operator.
- B. Employees hired after August 1, 1988 in the positions of: Construction Observer Assistant, Treatment Plant Operator, and/or Operator who are promoted or transferred, shall be required to meet the minimum requirements of the position at the time of their application for the posted position.
- C. Employees who are in the position of Operator as of December 30<sup>th</sup>, 2016 will be grandfathered into this classification and are exempt from the requirement to have the CDL N endorsement. If however any employee who is in the position of Operator as of December 30<sup>th</sup>, 2016 obtains the CDL N endorsement by June 30, 2017 they will receive a one-time \$100 bonus. Any grandfathered Operator per this article will also be grandfathered in their current position and group until the N endorsement is obtained. Any grandfathered Operator per this article who is ticketed for operating a CDL vehicle without the N endorsement will be responsible for the fine (refer to Division Use of Equipment and Vehicle Policy).

Section 3: The parties agree the job descriptions included in this agreement can be negotiated upon fourteen (14) days written notice to the other party of the desire to amend. At such times that the parties agree to such changes, the changes will then take effect after a fifteen (15) work day notification to members.

Section 4: All Employees of the Division at their work assignment or work station are responsible for following and enforcing the safety rules, regulation, processes and procedures.

Section 5: If at any time an employee loses a certification or license thereby failing to meet the minimum qualifications within their job description, the Employer can choose to demote that employee in both position and pay.

## CONSTRUCTION OBSERVER

### MINIMUM QUALIFICATIONS

- Associates Degree in Civil Engineering, Construction Technology, Surveying, or Applied Science from an accredited college or university (Employer may, at Employer's discretion, elect to substitute work experience, such as underground construction, utility management, site development, or underground utility inspection with a testing agency or governmental agency, for the above-described educational experience).
- 4 years of construction experience pertaining to underground construction, site development, utility management, or underground inspection.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of fifty (50) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.
- Must have color vision.
- Must hold and maintain a State of Michigan Soil Erosion Sedimentation Control Certification. Must hold and maintain a State of Michigan Storm Water Operator License.

### GENERAL STATEMENT OF DUTIES

- Performs technical and skilled work in the field and/or office in connection with construction activity, permit compliance, and engineering.
- An Employee in this class monitors the utility construction and other types of associated construction work for compliance with approved plans, specifications, and acceptable construction practices and procedures.
- Coordinates and observes various tests, makes reports and maintains records pertaining to construction projects under the general supervision of a designated supervisor.
- Performs technical office and fieldwork involving the management and enforcement of soil erosion and sedimentation control (SESC) requirements on construction projects.

### STATEMENT OF TASKS

- Measures distances to verify accuracy of dimensions of structural installations and layouts. Verifies levels, alignment, and elevation of installations.
- Observes work in progress to ensure that proper procedures are followed and materials used conform to specifications.
- Prepares samples of materials for laboratory testing.
- Examines workmanship of finished installations for conformity to standards and specifications.
- Reviews construction drawings and specifications with contractor and discusses deviations from specified construction procedures to insure compliance with regulations governing construction. Records quantities of materials received and/or used during specified periods.
- Prepares graphs, sketches of construction installations, deviations from construction drawings for possible field changes, reports such changes to office for incorporation on prints for construction and as-built drawings.
- Compiles reports, prepares work orders, and computes construction quantities for pay estimates of work completed or possible field changes.
- Reviews SESC applications and performs SESC site inspections in accordance with accepted standards, procedures, and methods for compliance.
- Provides record information from files and plans for consulting engineers, engineering staff, contractors, and the general public, as requested.
- Inspects construction projects for compliance with approved SESC plans and specifications and files the necessary reports as directed.
- Makes field modifications and informs permit holders after analyzing the performance of required erosion controls.
- Assists in the collection of field data for a variety of purposes, including plan review, design, project compliance for SESC and construction requirements with accepted construction practices, rules, codes and ordinance provisions.
- Evaluates existing conditions on construction projects and issues reports. Upon direction of Management, issues and enforces, "Cease and Desist" Orders and other regulatory activity.

- Performs other necessary office functions to assist in the coordination of applications, plan reviews, permit compliance, files inspection reports and enters data in information tracking systems.
- Performs any other work related to the classification.

#### KNOWLEDGE, SKILLS, AND ABILITIES

- Basic knowledge of principles, practices, techniques and instruments used in engineering drawing.
- Basic working knowledge of mathematics.
- Knowledge of computers and relevant software including Computer Aided Drafting (CAD).
- Ability to communicate effectively, both orally and in writing.
- Ability to maintain effective working relationships with Employees and vendors. Ability to understand and follow oral and written instructions.
- Ability to deal with general public in a courteous and effective manner.
- Basic knowledge of the principles, practices, techniques and instruments used in surveying.
- Ability to use Global Positioning System (GPS) equipment for locating existing utility information and collecting new construction data for Geographic Information System (GIS).
- Ability to use GIS for permit reviews, information research, enforcement procedures, and providing data to the public.

### **CONSTRUCTION OBSERVER ASSISTANT**

#### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D., and one (1) year experience in the performance of technical engineering duties of a sub-professional level in the field, office, or laboratory.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of fifty (50) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.

#### GENERAL STATEMENT OF DUTIES

- Performs technical and skilled work in the field or office in connection with engineering work, does related work as required. An Employee in this class checks the layout of construction projects, inspects materials and construction work for compliance with plans and specifications, conducts tests and makes reports and records pertaining to construction projects.

#### STATEMENT OF TASKS

- Inspects construction projects for compliance with plans and specifications.
- Evaluates existing conditions on construction projects and related facilities and makes reports.
- Measures constructed facilities, witnesses manholes, house connections, curb boxes, all water main fittings and valves, other objects and make as-built prints.
- Handles relevant complaints from residents regarding construction and other problems.
- Makes reports.
- Obtains property owner's preferred location for house connections.
- Performs any other work related to the classification.

#### KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of simple engineering principles, mathematics, and construction practices.
- Ability to read and understand blueprints.
- Ability to read and understand technical documents.
- Ability to perform simple technical computations and tests and to compile simple engineering data and statistics.
- Ability to make simple engineering drawings.
- Ability to present ideas clearly and write clear, concise, and legible reports.
- Ability to deal with the general public in courteous and effective manner.
- Knowledge of basic math.
- Ability to communicate effectively, both orally and in writing.

- Ability to understand and follow oral and written instructions.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices and mandatory safety regulations.

## **EQUIPMENT OPERATOR**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- One (1) year experience operating and maintaining heavy and light equipment from within the Division. Three (3) years if hired from outside the Division.
- Must have a valid Michigan driver's license and CDL-A and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of one hundred (100\*) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Operates heavy equipment including backhoes, bulldozers, loaders, vehicles and boom cranes and performs inspections, maintenance and repair work on this equipment and vehicles.

### STATEMENT OF TASKS

- Operates boom crane, tractor-backhoe, and other heavy equipment such as loaders, bulldozers, graders, backhoes, track hoes, etc.
- Maintains, inspects and repairs vehicles and equipment.
- Performs equipment operation associated with the installation, investigation, troubleshooting, maintenance and repair of the sewer system, water system, and treatment plants and all related facilities and equipment.
- Operates electric and pneumatic power and hand tools.
- Records data and prepares reports.
- Responds to emergencies.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to operate various types of light and heavy equipment and vehicles.
- Considerable working knowledge of standard practices of excavation and construction.
- Ability to maintain and repair light and heavy equipment and vehicles.
- Ability to read and interpret blueprints.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

\* Weight limit is subject to change (not to exceed 100 lbs.) based on the functional audit of the position.

## **INSTRUMENT TECHNICIAN**

### MINIMUM QUALIFICATIONS

- Associates Degree in a relevant technical field from an accredited college or university.
- Three (3) years of instrumentation and electronics experience in a large manufacturing, commercial, or governmental facility, providing broad areas of experience and expertise in the electrical and instrumentation fields.
- CCST exam eligible within five (5) years.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.
- Must have color vision.

- Must have a valid Michigan Driver's License and qualify to drive a Division vehicle in compliance with the Division Driver Policy.

**GENERAL STATEMENT OF DUTIES**

Performs a wide variety of skilled electronic and electric work involving the installation, calibration, maintenance, and repair of water and wastewater systems, networks, and treatment facilities and related equipment.

**STATEMENT OF TASKS**

- Installs, calibrates, maintains and repairs instrumentation, communication and electronic systems and equipment.
- Makes recommendations and evaluations of communication, computer, instrumentation, and electrical systems on various projects.
- Assists in providing specifications and cost estimates on various projects for improvements to treatment facilities, water distribution and wastewater collections systems.
- Assists in long and short-term master plan studies for water distribution, wastewater collection, treatment facilities, communication and computer systems.
- Updates and maintains current as-built drawings of electrical and instrumentation upgrades.
- Assembles and correlates data and prepares reports needed for operational areas and planning purposes.
- Responds to emergencies.
- Performs special projects and studies.
- Troubleshoots, adjusts, calibrates, maintains and repairs instrumentation components and associated equipment.
- Maintains gas detectors and atmospheric monitoring equipment.
- Installs and maintains computer, phone, fiber optic and various network systems.
- Assures compliance with all applicable standards and codes.
- Provides training to other Union staff as directed by the Employer

**KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of electrical investigative and analytical techniques, including familiarity with electrical safety.
- Knowledge of basic math and algebra.
- Knowledge of computer systems and relevant software.
- Ability to install, diagnose, repair, calibrate, and troubleshoot electrical, communication, computer, video, TV and instrumentation systems.
- Ability to perform electrical computations, assist in project design and development plans and specifications.
- Ability to perform, prepare, present, and discuss information effectively, both in oral and written form.
- Ability to establish and maintain effective working relationships with Employees, engineers, supervisors, and contractors.
- Ability to deal with other agencies and the general public in a courteous and effective manner.
- Ability to organize, conduct and evaluate studies and investigations.
- Ability to read and interpret blueprints and electrical drawings.
- Ability to communicate effectively, both orally and in writing.
- Ability to use electric and pneumatic power tools and hand tools and analytical equipment and instruments.
- Knowledge of standard safety practices and mandatory safety regulations.

**INSTRUMENT TECHNICIAN ASSISTANT**

**MINIMUM QUALIFICATIONS**

- Graduation from high school or equivalent G.E.D. An Associate's Degree in a relevant technical field from an accredited college or university is preferred.
- Proof of forty (40) hours of relevant technical coursework (electrical, electronic, programming, instrumentation related) or One (1) years relevant work experience.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.
- Must have color vision.
- ISA CST Exam eligible within 5 years.

- Must possess and continuously maintain a valid Michigan Driver's License, as well as qualify to drive a Division vehicle in compliance with the Division Driver Policy.

GENERAL STATEMENT OF DUTIES

Assists and participates in performing a wide variety of skilled electronic and electric work involving the installation, calibration, maintenance, and repair of water and wastewater systems, networks, and treatment facilities and related equipment.

STATEMENT OF TASKS

- Assists and participates in installing, calibrating, maintaining and repairing instrumentation, communication and electronic systems and equipment.
- Operates and uses a variety of electronic test equipment and performs routine instrument maintenance on a variety of equipment.
- Assists and participates in making recommendations and evaluations of communication, computer, instrumentation, and electrical systems on various projects.
- Assists in providing specifications and cost estimates on various projects for improvements to treatment facilities, water distribution and wastewater collections systems.
- Assists in long and short-term master plan studies for water distribution, wastewater collection, treatment facilities, communication and computer systems.
- Updates and maintains current as-built drawings of electrical and instrumentation upgrades.
- Assists and participates in assembling and correlating data and preparing reports needed for operational areas and planning purposes.
- Responds to emergencies after hours.
- Drives specially equipped vans or pickup trucks to and from work sites.
- Lifts and moves heavy valves, flow meters, gauges, sensors, and other equipment or instruments.
- Performs special projects and studies as directed.
- Assists and actively participates in troubleshooting, adjusting, calibrating, maintaining and repairing instrumentation components and associated equipment.
- Assists and participates in maintaining gas detectors and atmospheric monitoring equipment.
- Assists and participates in installing and maintaining computer, phone, fiber optic and various network systems.
- Assures compliance with all applicable standards and codes.
- Maintains records

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of electrical investigative and analytical techniques, including familiarity with electrical safety.
- Knowledge of basic math and algebra.
- Knowledge of computer systems and relevant software.
- Ability to use PCs, including common software programs such as MS Office, and to learn and use specialized programs such as MP2, CityWorks, iFix and ABB SCADA systems
- Ability to establish and maintain effective working relationships with Employees, engineers, supervisors, and contractors.
- Ability to deal with other agencies and the general public in a courteous and effective manner.
- Ability to read and interpret blueprints and electrical drawings, P & ID's, PLC ladder logic.
- Ability to communicate effectively, both orally and in writing.
- Ability to properly and safely use electric and pneumatic power tools and various hand tools and analytical equipment and instruments.
- Knowledge of standard safety practices and mandatory safety regulations

**IPP TECHNICIAN**

MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Twelve (12) semester hours of chemistry and four (4) semester hours of college algebra.
- One (1) year experience in a laboratory setting performing testing and analysis functions.

- Must have a valid Michigan Driver's License and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of fifty (50) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Performs industrial discharge sampling, compliance review, laboratory analysis and necessary maintenance of laboratory and sampling equipment.

### STATEMENT OF TASKS

- Collects and analyzes Industrial Discharge samples.
- Maintains and operates automatic sampling equipment.
- Operates and maintains laboratory equipment.
- Calculates surcharges.
- Writes reports.
- Performs special studies or projects.
- Performs or assists in performing inspections of Industrial Dischargers.
- Investigates complaints and industrial spills.
- Interprets laboratory results and evaluates data to determine compliance with Industrial Discharge Permits for each Industry.
- Does data entry and maintains required records and issues periodic reports.
- Processes IPP applications and industrial discharge permits with approval of Supervisor.
- Issues correspondence concerning IPP Program and letters of violation and non-compliance letters.
- Creates and maintains files, both electronic and paper.
- Communicates with Industrial Users regarding compliance issues.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS AND ABILITIES

- Working knowledge of sampling techniques, sample preservation, automatic samplers and laboratory analytical procedures.
- Knowledge of basic math and algebra.
- Ability to prepare reports utilizing analytical data, ordinances, and other associated data.
- Good working knowledge of safety standards and mandatory safety regulations pertaining to industrial sampling and laboratory practices.
- Knowledge of computer systems and relevant software including databases, spreadsheets, and word processing.
- Ability to communicate effectively, both orally and in writing.
- Ability to understand and follow oral and written instructions.
- Ability to establish and maintain effective working relationships with co-workers.
- Ability to deal with the general public in a courteous and effective manner.
- Knowledge of standard safety practices and mandatory safety regulations.

## **MAINTENANCE MECHANIC**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Three (3) years' experience as or with a Maintenance Mechanic performing mechanical, electrical and plumbing repairs and installation.
- Must have a valid Michigan Driver's License and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of one hundred (100\*) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Performs a wide variety of skilled mechanical work involved in the maintenance, repair, and rebuilding of existing equipment and machinery, and the installation of new equipment.

### STATEMENT OF TASKS

- Maintains, repairs, and rebuilds engines, motors, pumps, controls, compressors, mechanical drives, and other equipment; including related electrical work.
- Installs new equipment.
- Fabricates steel and wood structures utilized in the maintenance, repair, and rebuilding of equipment, and in the installation of new equipment.
- Plumbs air, water, CL2, FECL3, sludge, polymer, and gas lines on existing equipment and on new installation, does required plumbing repairs.
- Perform arc and gas welding and cutting and brazing.
- Trouble shoots and investigates various operational problems.
- Researches and reviews repair manuals, blueprints, and schematics.
- Performs diagnostic analysis on mechanical and electrical equipment.
- Checks and corrects equipment rotation.
- Requisitions parts, does job layouts, interprets test results, takes amperage readings, checks voltages.
- Completes parts requisitions and maintenance orders and related paperwork.
- Is in responsible charge through completion of each task.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to operate all types of electrical and pneumatic power tools, electrical testing equipment, meters, gauges, calipers, micrometer, and other types of diagnostic and measuring devices.
- Ability to read and interpret mechanical and electrical drawings, blueprints, and schematics.
- Ability to design and layout wood and steel repair and/or installation structures.
- Knowledge and ability to understand and perform basic math and algebra.
- Ability to read, evaluate, and apply pump curves and other technical literature.
- Considerable knowledge of principals, practices, techniques, and instruments and tools used in mechanical and electrical maintenance and repair.
- Ability to rig and lift equipment properly and safely.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

\* Weight limit is subject to change (not to exceed 100 lbs.) based on the functional audit of the position.

## **METER READER**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic condition.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

The primary purpose of this position is reading water meters. When performing the duties of water meter reading, the Employee will be paid for eight (8) hours of work even where the actual hours worked are less than eight (8) hours. Such Employees must still punch the time clock in and out. When working such assignments, Employees continue to be subject to the break, lunch, personal time and other time off policies.

### STATEMENT OF TASKS

- Reads water meters.
- Performs rereads when there are errors or billing issues.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS, ABILITIES

- Knowledge of basic math.
- Ability to operate electric and pneumatic power and hand tools.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

## **OPERATOR**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must have a Michigan CDL-B with: N (tanker) and airbrake endorsement.
- Must have a Sacramento Operation and Maintenance of Wastewater Collection Systems Volume I Wastewater Certificate for the Sewer or I&I group.
- Must have a Michigan S-4 water distribution certificate for the water group
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic condition.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Performs general maintenance and repairs of sewer collection and water distribution equipment and facilities. Inspects and observes operation of facilities and equipment and makes adjustments and corrections to ensure effective and efficient operation.

### STATEMENT OF TASKS

- Performs general maintenance and repairs on sanitary sewers, sewage pump stations, watermains, water pump stations, metering devices and related equipment and facilities.
- Assists Maintenance Mechanic, Equipment Operator, and TV/I&I Equipment Operator.
- Collects samples for analysis.
- Performs operational checks on equipment and facilities.
- Performs sewer and water taps.
- Installs, calibrates, cleans and repairs water meters, remotes, valves, mains, flow meters, and hydrants.
- Performs minor electrical testing and maintenance.
- Operates electric and pneumatic power and hand tools.
- Performs manhole, sump pump, and hot spot inspections.
- Maintains rain gauge network.
- Assists with television inspection program.
- Reads meters.
- Operates sewer jet and vacuum truck and dump truck.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS AND ABILITIES

- Ability to read and interpret blueprints.
- Knowledge of basic math.
- Mechanical aptitude.
- Ability to maintain records and prepare reports.
- Ability to operate VOM and AMP meters.

- Ability to operate electric and pneumatic power and hand tools, and utilize test equipment.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

## **OPERATOR ASSISTANT**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic condition.
- Must be able to walk over rough terrain and climb ladders and stairs.
- Must have Michigan CDL-B.

### GENERAL STATEMENT OF DUTIES

Receives on-the-job training and experience in performing routine maintenance, operation, cleaning, installation and monitoring of water distribution and wastewater collection equipment and facilities. Additional voluntary classroom training will be provided after normal work hours at a location chosen by the Employer.

### STATEMENT OF TASKS

- Assists Sewer, Infiltration and Inflow, Water Department: Operators, Mechanics, Equipment Operators, Senior O & M Operators, and Instrument Technician.
- Grease and oil pumps and equipment and maintains equipment oil levels.
- Assists with equipment maintenance, repair and replacement. Collects routine water samples for analysis.
- Does painting and snow removal.
- Assists with operational checks on equipment and facilities.
- Mows grass and performs grounds keeping and housekeeping duties.
- Performs general cleanup of vehicles, property, equipment, tanks, manholes and system facilities.
- Operates electric and pneumatic power and hand tools.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of basic math.
- Ability to operate electric and pneumatic power and hand tools.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers

## **SENIOR O & M OPERATOR**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must have a CDL-B driver's license.
- Must have a Michigan S-4 water distribution certificate and a Sacramento Wastewater collection certification (a Michigan Wastewater "D" Certification may be substituted for the Sacramento license) or a minimum of four years of combined water and sewer experience.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic condition.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Performs a wide variety of general maintenance and repairs of sewer collection and water distribution equipment and facilities. Inspects and observes operation of facilities and equipment and makes adjustments and corrections to ensure effective and efficient operation of the sewer collection system and water distribution system.

### STATEMENT OF TASKS

- Performs maintenance and preventative maintenance and repairs on sanitary sewers, sewage pump stations, watermains, water pump stations, metering devices and related equipment and facilities.
- Performs operational checks on equipment and facilities (including grease and oil pumps).
- Performs watermain and sewer main repairs, performs sewer taps.
- Installs, calibrates, cleans and repairs water meters, remotes, valves, flow meters, and hydrants.
- Collects samples for analysis.
- Performs minor electrical testing and maintenance.
- Trouble shoots and investigates various operational problems.
- Operates electric and pneumatic power and hand tools.
- Operates the sewer jet/vactor and dump truck.
- Completes maintenance/work orders and related paperwork.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS AND ABILITIES

- Comprehensive understanding and knowledge of water distribution and wastewater collection system and appurtenances.
- Operational and mechanical knowledge of components of water distribution and sewer collection systems, including but not limited to: various types of pumps, valves, repair practices, and bubbler systems.
- Ability to read and interpret blueprints, mechanical and electrical drawings and schematics.
- Knowledge and ability to understand and perform basic math and algebra.
- Mechanical aptitude.
- Ability to maintain records and prepare reports.
- Ability to operate VOM and AMP meters.
- Considerable knowledge of principles, practices, techniques, and instruments and tools used in mechanical and electrical maintenance and repair.
- Ability to rig and lift equipment properly and safely.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to deal with other agencies and the general public in a courteous and effective manner.
- Ability to establish and maintain effective working relationships with co-workers.
- Ability to read and evaluate technical literature.

### KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of standard safety practices, and mandatory safety regulations.

## **SENIOR WASTEWATER TREATMENT PLANT OPERATOR**

### MINIMUM QUALIFICATIONS

- Must have a valid Class "C" Wastewater Treatment License.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Associates Degree in Applied Science or Technology from an accredited college or university or four (4) years' experience in wastewater treatment operations.
- Must be able to work various shifts, irregular hours, including holidays and weekends.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.
- Must be able to lift a minimum of fifty (50) pounds.

### GENERAL STATEMENT OF DUTIES

Assists Treatment Plant Supervisors in troubleshooting plant operational problems. Monitors and maintains wastewater treatment plant operations by collecting, monitoring, and analyzing data. Monitors and checks equipment for proper adjustment and operation. Performs minor maintenance.

### STATEMENT OF TASKS

- Operates various wastewater treatment plant equipment and performs necessary minor maintenance on this equipment.
- Brings plant components into and out of service, as conditions and operational parameters govern.
- Writes maintenance orders as needed.
- Unplugs sludge pumps, sewage pumps, and equipment.
- Checks pumps, clarifiers, bar screens, grit and scum removal equipment, and all other treatment plant equipment and processes.
- Maintains chemical feed rates and changes Chlorine and Sulfur Dioxide containers.
- Provides assistance in emergency situations, and participates in planning and implementation of the emergency response program.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS, AND ABILITIES

- Comprehensive knowledge and understanding of wastewater treatment processes.
- Specific understanding of activated sludge, secondary process, and the A/O activated sludge treatment process.
- Mechanical knowledge of components of the treatment plant, including but not limited to: Various types of pumps, valves, process tanks, and systems (including piping, aeration, air handling, chlorination, dechlorination, chemical handling, screening, and scum removal).
- Knowledge of standard safety practices and mandatory safety regulations.
- Ability to communicate effectively, both orally and in writing.
- Knowledge of computer systems and relevant software.
- Ability to work alone and with minimum supervision in a responsible manner to assure the operation of the wastewater treatment plant and its compliance with the NPDES discharge permits.
- Knowledge of electrical circuits and systems.
- Ability to read and understand blueprints.
- Ability to establish and maintain effective working relationships with co-workers.

## **SENIOR WATER TREATMENT PLANT OPERATOR**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Twelve (12) credits of college level chemistry and biology and four (4) credits of college level algebra or equivalent as approved by the Division.
- Minimum of one year experience working as a water treatment plant operator in a similar plant.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must have and maintain a valid Michigan "F3" Water Filtration certification, or equivalent from another state.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must have color vision
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to work various shifts, irregular hours, including holidays and weekends (please refer to the Senior Treatment Plant Operator language per Bargaining Unit Agreement Article 19, Hours of Work and Premium Hours).

### GENERAL STATEMENT OF DUTIES

Monitors and maintains water treatment plant and raw water pumping operations by collecting and analyzing water samples and data, performing operational checks and adjusting water treatment processes to respond to changing water quality

conditions, servicing and maintaining equipment, operates chemical feed equipment and tanks, washes filters. Provides training to new employees as directed by Supervision or Management.

#### STATEMENT OF TASKS

- Collects water samples, performs chemical analysis and bacteriological tests, recording results and maintaining accurate records and reports.
- Collects readings on chemical feeders and storage tanks, calculates chemical doses and adjust feed rates as necessary according to set guidelines or changing water conditions.
- Monitors the operation of the treatment plant, raw pumping facilities, distribution system, and security cameras using the WTP computers. Regulates the flow to maintain proper levels in tanks, the impoundment, and covered water reservoir.
- Monitors filter operation and backwashes rapid sand filters. Monitors clarifier sludge levels, operates sludge pumps as necessary.
- Ensures that chemical feed and other treatment plant equipment is operating properly, and that sufficient chemical volumes are maintained.
- As needed patrols the plant grounds checking chlorine building, impoundment and underdrain pumps, backwash ponds, electrical substation, detention and drainage basins.
- Checks pumps, treatment equipment drives, filters, blowers, compressors, chemical feed and mixing units, including storage, handling, installation, and feed rates for all treatment chemicals, and all other treatment plant equipment and processes.
- In coordination with TP Operator II, TP Operator Assistant or maintenance staff, performs calibration checks on chemical feed equipment and records data.
- Coordinates activities with the TP Operator II or TP Operator Assistant to ensure that all work is completed and the WTP operates efficiently.
- Assists maintenance personnel and Instrument Technicians as needed or assigned.

#### STATEMENT OF TASKS

- Performs minor maintenance, checks oil levels, greases equipment, painting and other maintenance as assigned.
- Performs housekeeping duties: sweeping, mopping, cleaning, and garbage disposal, as assigned.
- Routinely cleans and maintains equipment, equipment areas, treatment and filtration areas, 2<sup>nd</sup> level areas and laboratory.
- Troubleshoots operational problems.
- Operates electric and pneumatic power and hand tools.
- Performs snow removal, by shoveling, snow blowing, plowing, and spreading salt.
- Ability to work alone and with minimum supervision in a responsible manner to assure the operation of the treatment plant.
- Performs any other work related to the classification.

#### KNOWLEDGE, SKILLS, AND ABILITIES

- Comprehensive knowledge and understanding of water treatment processes.
- Knowledge of basic math, chemistry and bacteriology.
- Knowledge of computer systems and relevant software
- Ability to prepare reports and records.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and is writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Ability to operate electric and pneumatic power and hand tools.
- Knowledge of standard safety practices, and mandatory safety regulations
- Must be able to pass a written exam

## STAKER

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must be able to read blueprints.
- One (1) year experience working in the O & M Department within the Division. Five (5) years' experience in underground construction experience if hired from outside the Division.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic condition.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Performs staking of watermains and sewer mains and appurtenances. Locates main line water valves, service line valves (curb box), sanitary sewer manhole covers. Works with contractors (if necessary) to identify and locate water and sewer infrastructure. Update water valve location folder, assist in the input of GPS data and retrieval and mapping.

### STATEMENT OF TASKS

- Performs staking of water and sewer mains.
- Maintains records and reports applicable to staking requests and valve locations.
- Fills out reports on work performed.
- Performs other duties related to the classification.
- Performs staking of Employer-owned electrical and fiber optic lines.

### KNOWLEDGE, SKILLS, ABILITIES

- Ability to use a computer.
- Ability to read and interpret blueprints.
- Ability to read and use metering devices.
- Ability to understand and carry out oral and written instructions.
- Ability to meet the physical, mental, and visual standards of the job.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

## TV/I & I EQUIPMENT OPERATOR

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- One (1) year experience operating and maintaining CCTV equipment and appurtenances.
- Must have a valid Michigan driver's license and CDL-B with N endorsement and airbrake and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.
- Must be PACP certified

### GENERAL STATEMENT OF DUTIES

Operates equipment and vehicles including TV truck, and performs inspections, maintenance and repair work on these equipment and vehicles.

### STATEMENT OF TASKS

- Operates TV truck and Inspection equipment.
- Maintains, troubleshoots CCTV and repairs CCTV equipment.
- Performs inspections, and operates remote equipment associated with the installation, investigation, troubleshooting, maintenance and repair of the sewer system and all related facilities and equipment.
- Transfers and downloads video and inspection reports from TV truck computer to Division server.
- Performs hot spot inspections.
- Operates electric and pneumatic power and hand tools.
- Records data and prepares reports.
- Responds to emergencies.
- Changes and adjusts rain charts.
- Investigates and verifies illegal connections.
- Inspects and repairs manholes.
- Installs, maintains, cleans, and calibrates flow meters.
- Jets old and new sewer lines.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS, AND ABILITIES

- Ability to operate various equipment and vehicles associated with inspection CCTV
- Ability to maintain the CCTV inspection systems.
- Ability to read and interpret blueprints.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.
- Working knowledge of computer systems and relevant software.

## **WASTEWATER PLANT LABORATORY TECHNICIAN**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D. Associates degree in Science with a major in Chemistry, Biology, Microbiology, Environmental Science or other related degree is preferred.
- Twelve (12) hours of college level chemistry and four (4) hours of college level algebra.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of fifty (50) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- One-year experience in a water or wastewater laboratory setting.
- Must be able to walk over rough terrain and climb ladders and stairs.
- May be asked to work every other weekend and/or combination of two weekends per month due to vacations and sickness.

### GENERAL STATEMENT OF DUTIES

Collects samples and conducts laboratory tests on raw, primary, and final stage sewage, and on plant processes. Performs related laboratory and operational analysis.

### STATEMENT OF TASKS

- Collects samples and operates laboratory-testing equipment.
- Interprets and analyzes laboratory test results and writes reports.
- Performs quality control and quality assurance testing, and records data.
- Records test results and enter test data into computer.
- Calibrates and performs minor maintenance on laboratory and field equipment.
- Sets up studies and special projects.
- Cleans laboratory and testing equipment and apparatus.
- Assists IPP Technician.
- Performs any other work related to the classification.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Working knowledge of laboratory: procedures, equipment, techniques, safety procedures and record keeping.
- Ability to understand and use Standard Methods for Water and Wastewater Analysis.
- Working knowledge of computer systems and relevant software.
- Knowledge of basic math and algebra.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

## **WASTEWATER TREATMENT PLANT OPERATOR**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must have a valid Michigan "D" Wastewater Treatment Plant certification
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Monitors and maintains wastewater treatment plant operations by collecting and analyzing data, performing operational checks and adjustments, servicing and maintaining equipment and facilities, as well as, biosolids handling and disposal.

### STATEMENT OF TASKS

- Grease and oils pumps and equipment, and maintains equipment oil levels.
- Checks pumps, clarifiers, lagoon equipment, grinder and major pump stations, blowers, compressors, drives, chemical batching units, including storage, handling, installation, and feed rates for SO<sub>2</sub> and Cl<sub>2</sub>, and all other treatment plant equipment and processes.
- Assists any other classification as directed
- Routinely cleans and maintains equipment, and equipment areas, tanks and manholes.
- Unplugs sludge pumps, sewage pumps, and equipment.
- Collects data and prepares and maintains records and reports.
- Performs minor maintenance.
- Irrigates and mows fields.
- Requisitions tools and supplies.
- Troubleshoots operational problems.
- Operates electric and pneumatic power and hand tools.
- Responds to emergency calls.
- Performs any other work related to the classification.

## KNOWLEDGE, SKILLS, AND ABILITIES

- Comprehensive knowledge and understanding of wastewater treatment processes.
- Knowledge of basic math.
- Ability to operate VOM and AMP meters.
- Ability to prepare reports and records.
- Ability to operate electric and pneumatic power and hand tools.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Knowledge of computer system and relevant software.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

## WASTEWATER TREATMENT PLANT OPERATOR ASSISTANT

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic condition.
- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Receives on-the-job training and experience in performing routine maintenance, operation, cleaning, installation and monitoring of wastewater treatment equipment and facilities, as well as biosolids handling and disposal. Additional voluntary classroom training will be provided after normal work hours at a location chosen by the Employer.

### STATEMENT OF TASKS

- Assists Treatment Plant Operators, Lab Techs, IPP Tech, Mechanics, Senior Treatment Plant Operators, and Instrument Technician.
- Grease and oil pumps and equipment and maintains equipment oil levels.
- Gathers samples for analysis and assists with the performance of routine lab analysis.
- Assists Treatment Plant Operator with checking pumps, clarifiers, lagoon equipment, grinder and major pump stations, blowers, compressors, drives, chemical batching units, including storage, handling, installation and feed rates for SO<sub>2</sub> and C<sub>12</sub> and all other treatment plant equipment and processes.
- Assists Maintenance Mechanic with equipment maintenance, repair and replacement.
- Assists Treatment Plant Operator with unplugging sludge pumps, sewage pumps and equipment.
- Does painting and snow removal.
- Assists with operational checks on equipment and facilities.
- Mows grass and performs grounds keeping and housekeeping duties.
- Performs general cleanup of vehicles, property, equipment, tanks, manholes and system facilities.
- Operates electric and pneumatic power and hand tools.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of basic math.
- Knowledge of standard safety practices and mandatory safety regulations.
- Ability to operate electric and pneumatic power and hand tools.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.

## WASTEWATER TREATMENT PLANT OPERATOR II (A&B)

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- TPO II (A) a valid Michigan Class "D" Wastewater Operator's certification is not required. If a TPO II (A) successfully obtains the "D" certificate, the incumbent will be promoted to the title of TPO II (B).
- TPO II (B) must have and maintain a valid Michigan Class "D" Wastewater Operator's certification or equivalent from another state.
- Minimum of one (1) year experience working as a water or wastewater treatment plant operator or equivalent education as determined by the Employer.
- Must be able to work various shifts, irregular hours, including holidays and weekends (please note: this position shall follow the same language and receive the same benefits provided for Senior Treatment Plant Operators per

Bargaining Unit Agreement Article 19, Hours of Work and Premium Hours with the exception of the 30 calendar day notification of schedule change. This position will only require a ten (10) day notice for a schedule change.

- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.

#### GENERAL STATEMENT OF DUTIES

Monitors and maintains wastewater treatment plant operations by collecting and analyzing data, performing operational checks and adjustments, servicing and maintaining equipment and facilities, as well as, biosolids handling and disposal. Collects and analyzes samples and data and adjusts treatment processes to respond to changing water quality conditions. Receives on the job training and experience. Assists in providing training to new employees as directed by Supervision or Management.

#### STATEMENT OF TASKS

- Operates various wastewater treatment plant equipment and performs minor maintenance on this equipment.
- Grease and oils pumps and equipment, and maintains equipment oil levels.
- Checks pumps, clarifiers, lagoon equipment, grinder and major pump stations, blowers, compressors, drives, chemical batching units, including storage, handling, installation, and feed rates for SO<sub>2</sub> and Cl<sub>2</sub>, and all other treatment plant equipment and processes.
- As assigned, collects samples performs chemical analysis, recording results and maintaining accurate records and reports.
- Assists maintenance mechanic, senior treatment plant operator, instrument technician, lab technician, IPP technician and treatment plant supervision in troubleshooting plant operational problems when necessary.
- Routinely cleans and maintains equipment, and equipment areas, tanks and manholes.
- Unplugs sludge pumps, sewage pumps, and equipment.
- Collects data and prepares and maintains records and reports.
- Irrigates and mows fields.
- Requisitions tools and supplies.
- Troubleshoots operational problems.
- Operates electric and pneumatic power and hand tools.
- Responds to emergency calls.
- Performs any other work related to the classification.

#### KNOWLEDGE, SKILLS, AND ABILITIES

- Comprehensive knowledge and understanding of wastewater treatment processes.
- Knowledge of basic math.
- Ability to operate VOM and AMP meters.
- Ability to prepare reports and records.
- Ability to operate electric and pneumatic power and hand tools.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Knowledge of computer system and relevant software.
- Ability to establish and maintain effective working relationships with co-workers and customers.
- Knowledge of standard safety practices, and mandatory safety regulations.

### **WATER PLANT LABORATORY ANALYST**

#### MINIMUM QUALIFICATIONS

- Associates degree in Chemistry or related area.
- Two to three years of related water treatment plant laboratory operations experience.
- Must have a valid Michigan Driver's License and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of one hundred (50) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.

- Must be able to walk over rough terrain and climb ladders and stairs.

### GENERAL STATEMENT OF DUTIES

Performs chemical and microbiological examinations of raw and treated water, does related work as required. Maintains the laboratory quality assurance program.

### STATEMENT OF TASKS

- Performs chemical, biological and bacteriological analysis of water samples related to operation of the water treatment plant and county's water system.
- Prepares chemical reagents, bacteriological culture media, rinse water and other laboratory supplies as needed.
- Calibrates and maintains laboratory instruments.
- Coordinates and administers the laboratory quality assurance and control program. Maintains quality control records for laboratory certification.
- Develops and implements laboratory standards, policies and procedures
- Prepares laboratory records, documents analyses and reports. Maintains records and reports of laboratory analysis.
- Assists the Water Treatment Plant Operations staff in the proper analytical procedures.
- Coordinates activities with the Water Plant Laboratory Technician.
- Develops and performs special analysis of water, and performs laboratory research involving water quality, as directed.
- Investigates consumer complaints involving water quality.
- Orders laboratory supplies and equipment assuring adequate inventory levels are maintained. Procures price quotes in accordance with GCDC policies.
- Work is performed independently within established policies, procedures and technical guidelines and is reviewed by the Water Plant Operations Supervisor(s).
- Performs chemical and bacteriological analysis for outside water samples.
- Maintains current knowledge of local, state and federal mandates related to water treatment plant laboratory operations.
- Performs housekeeping duties: sweeping, mopping, and cleaning.
- Performs any other work related to the classification.

### KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of the principles, practices and techniques of the operation and care of specialized laboratory equipment.
- Analytical ability and mathematical aptitude necessary to perform complex laboratory analysis.
- Computer skills necessary to perform assigned duties.
- Eyesight sufficiently strong to permit extended microscopic work, normal color perception.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations

## **WATER PLANT LABORATORY TECHNICIAN**

### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D. Associates degree in Science with a major in Chemistry, Biology, Microbiology, Environmental Science or other related degree is preferred.
- Twelve (12) credit hours of college level chemistry and four (4) credit hours of college level algebra.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of fifty (50) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- One-year experience in a water or wastewater laboratory setting.

- Must be able to walk over rough terrain and climb ladders and stairs.

GENERAL STATEMENT OF DUTIES: Collects samples and conducts laboratory tests on raw, final effluent, and on plant processes and distribution system. Performs related laboratory and operational analysis.

**STATEMENT OF TASKS**

- Collects samples in the plant and distribution system and operates laboratory-testing equipment.
- Interprets and analyzes laboratory test results and writes reports.
- Performs quality control and quality assurance testing, and records data.
- Records test results and enter test data into computer.
- Calibrates and performs minor maintenance on laboratory and field equipment.
- Sets up studies and special projects.
- Cleans laboratory and testing equipment and apparatus.
- Prepares chemical reagents, bacteriological culture media, rinse water, and other laboratory solutions as needed.
- Performs any other work related to the classification.
- As directed, temporarily assumes the daily duties of the Laboratory Analyst in their absence.

**KNOWLEDGE, SKILLS, AND ABILITIES**

- Working knowledge of laboratory: procedures, equipment, techniques, safety procedures and record keeping.
- Ability to understand and use Standard Methods for Water and Wastewater Analysis.
- Working knowledge of computer systems and relevant software.
- Knowledge of basic math and algebra.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.
- Normal color perception

**WATER PLANT MAINTENANCE MECHANIC**

**MINIMUM QUALIFICATIONS**

- Graduation from a high school or equivalent G.E.D.
- Three (3) years' experience as or with a Maintenance Mechanic performing mechanical, electrical and plumbing repairs and installation.
- Must have a valid Michigan Driver's License and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to lift a minimum of one hundred (100\*) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to walk over rough terrain and climb ladders and stairs.

**GENERAL STATEMENT OF DUTIES**

Performs a wide variety of skilled mechanical work involved in the maintenance, repair, and rebuilding of existing equipment and machinery, and the installation of new equipment.

**STATEMENT OF TASKS**

- Maintains, repairs, and rebuilds engines, motors, pumps, controls, compressors, mechanical drives, chemical feed equipment, and other equipment; including related electrical work.
- Receives chemicals, assists with bulk filling tanks, changes; chlorine cylinders, bulk chemical bags, totes and barrels.
- Performs annual maintenance in clarifiers, reactors and filters; performs measurements of media and collects media samples.
- Inspects, cleans, and maintains WTP property storm sewer system and detention areas.
- Installs new equipment.

- Fabricates steel and wood structures utilized in the maintenance, repair, and rebuilding of equipment, and in the installation of new equipment.
- Plumbs air, water, CL2, chemical, sludge, and gas lines on existing equipment and on new installation, does required plumbing repairs.
- Perform arc and gas welding and cutting and brazing.
- Trouble shoots and investigates various operational problems.
- Researches and reviews repair manuals, blueprints, and schematics.
- Performs diagnostic analysis on mechanical and electrical equipment.
- Requisitions parts, does job layouts, interprets test results, takes amperage readings, checks voltages.
- Completes parts requisitions and maintenance work orders and related paperwork, uses a computer as needed including entering work order information.
- Is in responsible charge through completion of each task.
- Performs any other work related to the classification.

**KNOWLEDGE, SKILLS, AND ABILITIES**

- Ability to operate all types of electrical and pneumatic power tools, electrical testing equipment, meters, gauges, calipers, micrometer, and other types of diagnostic and measuring devices.
- Ability to read and interpret mechanical and electrical drawings, blueprints, and schematics.
- Ability to design and layout wood and steel repair and/or installation structures.
- Knowledge and ability to understand and perform basic math and algebra.
- Ability to read, evaluate, and apply pump curves and other technical literature.
- Considerable knowledge of principals, practices, techniques, and instruments and tools used in mechanical and electrical maintenance and repair.
- Ability to rig and lift equipment properly and safely.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.

**KNOWLEDGE, SKILLS, AND ABILITIES**

- Ability to establish and maintain effective working relationships with co-workers.
- Knowledge of standard safety practices, and mandatory safety regulations.

\* Weight limit is subject to change (not to exceed 100 lbs.) based on the functional audit of the position.

**WATER TREATMENT PLANT OPERATOR ASSISTANT**

**MINIMUM QUALIFICATIONS**

- Graduation from a high school or equivalent G.E.D.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- Must be able to pass a written exam
- Must have knowledge of chemistry and bacteriology.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must be able to work in confined spaces and outdoors under varying climatic conditions.

**GENERAL STATEMENT OF DUTIES**

Receives on the job training and experience. Performs routine checks of the pumping equipment and chemical storage areas, maintains proper levels in chemical storage tanks, fills dry chemical feeders or changes chemical sacks and totes, servicing and maintaining equipment, patrols the water plant site, inspecting the grounds and buildings. Receives on-the-job training and experience in performing routine laboratory analysis, operation, maintenance, cleaning, and monitoring of water treatment equipment and facilities. Additional voluntary classroom training will be provided after normal work hours at a location chosen by the Employer.

**STATEMENT OF TASKS**

Assists the Senior Treatment Plant Operator or Treatment Plant Operator II in the following:

- Checks pumps, chemical storage equipment and transfer pumps, chlorine feed equipment and tanks, and other treatment plant equipment and processes as assigned
- Fills dry chemical hoppers, transfers chemicals, changes chemical totes.
- Collects and enters data.
- In coordination with TPOII or SRTPO, performs calibration checks on chemical feed equipment and records data.
- Coordinates activities with the TPOII or SRTPO to ensure that all work is completed and the WTP operates efficiently.
- Patrols the plant grounds, checking the chlorine building, impoundment, backwash ponds, electrical substation, detention and drainage areas.
- Assists the Maintenance Mechanic with equipment maintenance, repair and replacement.
- Assists TPOII or SRTPOs in daily duties.
- Performs minor maintenance, checks oil levels, greases equipment, painting and other maintenance as assigned.
- Performs housekeeping duties, sweeping, mopping, cleaning, vacuuming, wax stripping, and garbage disposal
- Routinely cleans and maintains equipment, equipment areas, chemical storage areas, and pump room areas.
- Operates electric and pneumatic power and hand tools.
- Performs snow removal, by shoveling, snow blowing or plowing and spreading salt.
- Performs any other work related to the classification.

#### KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of basic math, chemistry and bacteriology.
- Knowledge of computer systems and relevant software
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and in writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Ability to operate electric and pneumatic power and hand tools.
- Knowledge of standard safety practices, and mandatory safety regulations.

### **WATER PLANT TREATMENT PLANT OPERATOR II (A&B)**

#### MINIMUM QUALIFICATIONS

- Graduation from a high school or equivalent G.E.D.
- Twelve (12) credits of college level chemistry and biology and four (4) credits of college level algebra or equivalent as approved by the Division.
- Minimum of one year experience working as a water treatment plant operator in a similar plant.
- Must have a valid Michigan driver's license and qualify to drive a Division vehicle in compliance with the Division Driver Policy.
- TPOII (A) a valid Michigan "F4" Water Filtration certification is not required. If a TPOII (A) successfully obtains the F4 certificate the incumbent will be promoted to the title of TPO II (B).
- TPOII (B) must have and maintain a valid Michigan "F4" Water Filtration certification, or equivalent from another state.
- Must be able to lift a minimum of seventy-five (75) pounds.
- Must have color vision
- Must be able to work in confined spaces and outdoors under varying climatic conditions.
- Must be able to work various shifts, irregular hours, including holidays and weekends (please note: this position shall follow the same language and receive the same benefits provided for Senior Treatment Plant Operators per Bargaining Unit Agreement Article 19, Hours of Work and Premium Hours with the exception of the 30 calendar day notification of schedule change. This position will only require a ten (10) day notice for a schedule change).

GENERAL STATEMENT OF DUTIES: Receives on the job training and experience. Maintains water treatment plant and raw water pumping operations by, performing operational checks of pumping equipment, chemical feed systems and maintains sufficient chemical feed volumes, patrols plant grounds. Services and maintains equipment, operates chemical feed equipment and tanks, washes filters. Collects and analyzes water samples and data and adjusts water treatment

processes to respond to changing water quality conditions. Assists in providing training to new employees as directed by Supervision or Management.

#### STATEMENT OF TASKS

- Checks pumps, chemical storage equipment and transfer pumps, chlorine feed equipment and other treatment plant equipment and processes.
- Fills dry chemical hoppers, transfers chemicals, changes chemical totes, inventories chemical volumes in storage.
- Patrols the plant grounds, checking chlorine building, impoundment and underdrain pumps, backwash ponds, electrical substation, detention and drainage areas
- Monitors filter operation and backwashes rapid sand filters. Monitors clarifier sludge levels, operates sludge pumps as necessary.
- As assigned collects water samples, performs chemical analysis and bacteriological tests, recording results and maintaining accurate records and reports.
- As assigned Collects readings on chemical feeders and storage tanks, calculates chemical doses and adjust feed rates as necessary according to set guidelines or changing water conditions.
- As assigned Monitors the operation of the treatment plant, raw pumping facilities, distribution system, and security cameras using the WTP computers. Regulates the flow to maintain proper levels in tanks, the impoundment, and covered water reservoir.
- Checks pumps, treatment equipment drives, filters, blowers, compressors, chemical feed and mixing units, including storage, handling, installation, and feed rates for all treatment chemicals, and all other treatment plant equipment and processes.

#### STATEMENT OF TASKS

- In coordination with Senior TP Operator, TP Operator Assistant or maintenance staff, performs calibration checks on chemical feed equipment and records data.
- Coordinates activities with the Senior TP Operator, TP Operator Assistant to ensure that all work is completed and the WTP operates efficiently.
- Assists maintenance personnel and Instrument Technicians as needed or assigned.
- Performs minor maintenance, checks oil levels, greases equipment, painting and other maintenance as assigned.
- Performs housekeeping duties: sweeping, mopping, cleaning, and garbage disposal, as assigned.
- Routinely cleans and maintains equipment, equipment areas, treatment and filtration areas, 2<sup>nd</sup> level areas and laboratory.
- Troubleshoots operational problems.
- Operates electric and pneumatic power and hand tools.
- Performs snow removal, by shoveling, snow blowing, plowing, and spreading salt.
- Must be able to perform normal tasks and duties or other assigned tasks with minimal supervision.
- Performs any other work related to the classification.

#### KNOWLEDGE, SKILLS, AND ABILITIES

- Comprehensive knowledge and understanding of water treatment processes.
- Knowledge of basic math, chemistry and bacteriology.
- Knowledge of computer systems and relevant software
- Ability to prepare reports and records.
- Ability to understand and carry out oral and written instructions.
- Ability to communicate efficiently both orally and is writing.
- Ability to establish and maintain effective working relationships with co-workers.
- Ability to operate electric and pneumatic power and hand tools.
- Knowledge of standard safety practices, and mandatory safety regulations
- Must be able to pass a written exam

ARTICLE 24  
TWO (2) PERSON ASSIGNMENTS

Section 1: In order to maintain an acceptable level of safety, the following work procedures will require, at a minimum, two (2) Bargaining Unit members to be present unless it is an emergency situation. In an emergency situation, two (2) Employees are still required for:

- A. Any procedure involving chlorine or sulfur dioxide tanks or connections that could possibly result in leakage of these gases.
- B. Working on bar screens, pumping station raw sewage pump, or sludge pumps for the purpose of repair.

Section 2: Performing work which has the possibility of releasing stored energy, including hydraulic, pneumatic, electrical, and mechanical, as recommended by the Advisory Safety Committee and approved by the Employer.

Section 3: In the event that two (2) or more Treatment Plant Operator Assistants, and/or Operator Assistants are required to perform T.P.O. or Operator work, and a T.P.O. or Operator are not available or not assigned to work with these "Assistants", the higher seniority Assistant will be paid at the T.P.O. or Operator's pay scale for all hours worked.

Section 4: If during a work assignment requiring 2 or more employees, an Employee violates the Division Policies and causes another employee inadvertently to violate the policies then progressive discipline will not be followed for the violating employee. The discipline given to the violating employee will skip a progressive step. *For example: an Employee who caused the violation instead of receiving a verbal could receive a written reprimand.*

Section 5: The Health and Safety Manual also requires two man work assignment for: live electrical work, all elevated work requiring the use of fall arrest systems and permit required confined space entries

ARTICLE 25  
DRUG AND ALCOHOL POLICY

Section 1. Introduction

Illegal drugs in the workplace present a danger to all concerned. Drugs impair safety and health, promote crime, lower productivity and work quality and undermine public confidence. In our commitment to protect the public and to safeguard the health of our Employees while at the same time providing a safe working environment, the Drain Commissioner's office, Division of Water and Waste Services (hereinafter referred to as the Division), hereby establishes and adopts this Drug and Alcohol Policy.

All Employees are covered by this policy and are required to abide by the terms of this policy. This policy also implements the statutory requirements for drug and alcohol testing for CDL holders and provides for mandatory drug and alcohol testing for Employees under prescribed circumstances.

Accordingly, effective immediately, all Division property and premises, including work sites and all Division vehicles, are declared to be drug free work places. All Employees are hereby requested to cooperate and give this policy their full support.

Section 2. Education and Treatment Provisions

In order to properly educate Employees concerning the dangers of substance abuse, the Division will provide a drug awareness program for all Employees. In addition, members of supervision and the Chapter Chairperson and one (1) designee will be provided with training in evaluating and working with substance abuse issues in the work place, including training in alcohol misuse, controlled substance and illegal drug use, recognition of physical behavior, speech and performance indicators relative to the use of controlled substances and illegal drug use and relative to alcohol misuse. The Division will also establish an Employee Assistance Program so that Employees can obtain confidential counseling on problems associated with alcohol and drug abuse. The Division encourages Employees to seek treatment voluntarily for

alcohol or drug abuse. Any Employee who comes forth voluntarily and notifies the Division or the Union of alcohol or drug abuse problems prior to any incident of misconduct or violation of the Drug and Alcohol Policy Rules and Regulations will be given assistance extended to Employees with other illness. However, voluntarily seeking assistance shall not excuse the failure to comply with the Drug and Alcohol Policy Rules and Regulations nor mitigate a positive test result or a refusal to test.

Section 3. Drug and Alcohol Policy Rules and Regulations

A. Prohibited Conduct

All Employees are expected to be in suitable mental and physical condition to perform their assigned duties safely and satisfactorily at all times. The following rules and regulations set forth specific prohibitions regarding the use of drugs and alcohol on the job.

1. The unauthorized use, possession, manufacture, distribution, sale, or storage of any controlled substances, illegal drugs or drug paraphernalia on Division property including buildings, parking lots, driveways, work site and facilities or while on Division business, in Division vehicles or during working hours
2. The unauthorized use, possession, manufacture, distribution, or sale of alcohol on Division premises or while on Division business, in Division supplied vehicles or during working hours.
3. Failure to notify the Employee's supervisor before beginning work, that the Employee is taking medication or drugs which may interfere with the safe and effective performance of duties.
4. Failure to provide, by the next workday following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the Employee is taking prescription drugs, the prescription must be in the Employee's name.
5. Violating any criminal drug or alcohol statute while working. Conviction under any criminal drug statute.
6. Failing to notify the Division of any conviction under any criminal drug or alcohol statute within five (5) calendar days following the conviction.
7. Reporting to work, or working while under the influence of illegal drugs or alcohol whether on Division premises on any Division business, or in Division supplied vehicles. "Under the influence" is defined as being unable to perform work in a safe productive manner, being in physical or mental condition, which creates a risk to the safety and well-being of the public, the individual, other Employees, or Division property.

Any Employee engaging in prohibited conduct as specified above, or receiving a confirmed positive drug test or a confirmed alcohol level of 0.040 or higher shall be subject to discipline in accordance with applicable provisions of Article -7.

B. Disciplinary Procedure - Non-CDL Holders

1. Discipline for a Confirmed Alcohol Level
  - a. An Employee receiving a confirmed alcohol level of 0.040 but less than 0.079 shall be assessed discipline as follows:  
First Offense - Balance of shift suspension without pay.  
Second Offense - (Occurring within twelve (12) months of the first offense) - Three (3) days suspension without pay, plus mandatory treatment.  
Third Offense - (Occurring within eighteen (18) months of the second offense) - Ten (10) day suspension without pay. The Employee must sign a last chance agreement as a condition of continued employment (as outlined in 3).
  - b. An Employee receiving a confirmed alcohol level of 0.070 but less than 0.790 shall be assessed discipline as follows:  
First Offense - Three (3) day suspension without pay, and mandatory treatment.  
Second Offense - (Occurring within eighteen (18) months of the first offense) - Ten (10) day suspension without pay. The Employee must sign a last chance agreement as a condition of continued employment (as outlined in 3).
  - c. An Employee receiving a confirmed alcohol level of 0.080 or higher shall be suspended without pay for ten (10) days. The Employee must sign a last chance agreement as a condition of continued employment (as outlined in 3).

d. There may be follow-up random tests and the employee may be assigned to transitional duties.

2. Discipline for a Confirmed Positive Drug Test

An Employee receiving a confirmed positive drug test shall be suspended for ten (10) days without pay. The Employee must sign a last chance agreement as a condition of continued employment (as outlined in 3). There may be follow-up random tests and the employee may be assigned to transitional duties.

3. Last Chance Agreement

An Employee may be offered an opportunity to enter into an approved, supervised, rehabilitation program under the provisions of a last chance agreement, as an alternative to discharge from employment. Any denial of this opportunity by the Division shall be subject to the Special Grievance Procedure. (As outlined in 4.) Any offer of a last chance agreement will be based upon an investigation and review of attendant circumstances, including related serious misconduct, as well as mitigating factors. Any offer of a last chance agreement shall also be subject to the Special Grievance Procedure. A requirement of a last chance agreement is mandatory participation by the Employee in an approved rehabilitation or drug abuse program. The rehabilitation program must be satisfactorily completed by the Employee as a condition of continued employment. Any violation of the last chance agreement by the Employee will result in immediate discharge from employment. Said last chance agreement option shall not be available to an Employee who has signed a last chance agreement in the previous five (5) years.

4. Special Grievance Procedure

a. The parties shall together establish a Special Conference Joint Area Committee, consisting of two (2) representative of the Division and two (2) representatives of the Union, to hear drug and alcohol related discipline grievances.

b. All such grievances arising after the establishment of the Special Conference Joint Area Committee shall be taken up by the committee.

c. Grievances shall be heard by the Special Conference Joint Area Committee within five (5) working days of the Director's receipt of the grievance (an extension can be granted if agreed upon in writing by both parties). When the Special Conference Joint Area Committee, by majority vote, settles a grievance, such decision shall be reduced to writing and shall be final and binding on both parties with no further appeal.

d. Where the Special Conference Joint Area Committee is unable to agree or come to a decision on a grievance, the grievance may be referred to arbitration by the Union in accordance with the provisions of Article -4, Step 4.

5. Discharge

An Employee who is determined by the Division to be ineligible for the last chance agreement (as outlined in Section -3, B, 3) cannot return to work and will be discharged. Any resulting grievances will be referred to the Special Conference Joint Area Committee.

C. Investigation

To ensure that illegal drugs and alcohol do not enter or affect the work place, the Division reserves the right to undertake reasonable searches of all Division property in furtherance of this policy. Searches for the purpose described herein will be conducted only where the Division has reasonable suspicion that an Employee has violated the Division's drug and alcohol policy, and that evidence of such misconduct may be found during the search. Such searches will be conducted in the presence of the Employee, two (2) supervisory personnel, and a Union representative.

D. Testing During Employment

1. Reasonable Suspicion Testing: Employees shall be subject to reasonable suspicion testing when the Division has reasonable suspicion based upon specific objective evidence that the Employee is in violation of the Division's drug and alcohol policy. Such objective evidence may

include, but is not limited to, direct observation of drug or alcohol use or of the physical symptoms or manifestations of being under the influence of drugs or alcohol; abnormal conduct or erratic behavior while at work; significant deterioration in work performance; or evidence that an Employee has used, possessed, manufactured, sold, solicited, or distributed drugs while working or while on any Division property, work site, or facility.

The supervisor who makes the determination that reasonable suspicion exists to conduct a test shall have received at least sixty (60) minutes of training in alcohol misuse and shall have received at least an additional sixty (60) minutes of training in controlled substance use, including training regarding the physical, behavioral, speech, and performance indicators of probable alcohol use and use of controlled substances. The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the Employee.

A written record shall be made of the observation leading to a reasonable suspicion test and signed by the supervisor who made the observation within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

2. Refusal to Test: Any Employee refusing to submit to an alcohol or drug test administered in accordance with this policy will be subject to discipline up to and including discharge from employment. Refusal to submit to an alcohol or drug test will be considered the same as a positive test result. "Refusal to Submit" to an alcohol or controlled substance test means that an Employee (1) fails to provide adequate breath testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; or (2) fails to provide adequate urine for drug testing without a valid medical explanation after he/she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

E. Conviction for Drug-Related Crime

Any Employee convicted under a criminal drug statute for violations occurring on or off the Division premises shall report such conviction to his/her immediate supervisor within five (5) calendar days of conviction. Failure to report such a conviction will result in immediate discharge from employment.

F. Confidential Nature of Information

The results of drug and alcohol tests will be treated with strict confidentiality. It will be accessed on a need to know basis as required by law.

G. Over-the-Counter and Prescribed Drugs

An Employee who is taking over-the-counter or prescribed medications and as a result is not able to perform his/her job safely and efficiently should request a leave of absence. In event the Division questions the Employee's job performance and believes the difficulties may be attributable to medication side effects, etc., the Employee shall be required to explain the use of the medication to the Safety Manager. The Safety Manager will then decide upon appropriate action; i.e., sending the individual home, placing the individual on a medical leave of absence, requiring a drug test or other action.

Section 4. Drug and Alcohol Testing Protocol

- A. The Division shall insure that all alcohol and drug tests that are conducted are in accordance with the Federal Motor Carrier Safety Regulations 49 CFR Part 40.

- B. The Division shall be solely responsible for all costs incurred in conjunction with alcohol breath and drug testing and reporting.

- C. The Division shall have the responsibility for selecting an agency that will properly conduct the drug and alcohol breath test in accordance with the Federal Motor Carrier Safety Regulations 49 CFR Part 40
- D. The confirmatory drug test result "cut-off" levels shall be in accordance with the Federal Motor Safety Regulations 49 CFR Part 40.
- E. The Division shall be responsible for all costs incurred for implementation and maintenance of this Drug and Alcohol Policy.
- F. Non-CDL holders are only subject to reasonable suspicion testing
- G. When an Employee has a reasonable suspicion of possible drug use or alcohol abuse by another Employee, including non-union Employees, he/she may notify the Safety Manager. The Safety Manager will conduct an investigation of all such complaints. In the absence of the Safety Manager, the Director will appoint an investigator.
- H. Any accident that happens while operating a Division owned vehicle or piece of equipment in which the driver receives a ticket or personal injury occurs will require drug and/or alcohol testing.

#### Section 5 - CDL Holders

- A. It is the intention of the Division to comply with Federal Motor Carrier Safety Regulations 49 CFR Part 40 and accordingly, all Employees who are CDL Holders shall be required to comply with Federal Motor Carrier Safety Regulations 49 CFR Part 40 and any amendments or revisions thereto.
- B. Disciplinary Procedure - CDL Holders
  - 1. Discipline for a Confirmed Alcohol Level
    - a. An Employee receiving a confirmed alcohol level of 0.020 but less than 0.039 shall be assessed discipline as follows:  
 First Offense - Removal from safety sensitive duties for one shift or 24 hours before returning to safety sensitive duties. Second Offense - (Occurring within twelve (12) months of the first offense) Removal from safety sensitive duties for one shift or 24 hours before returning to safety sensitive duties. - Three (3) day suspension without pay, plus mandatory treatment. There will be follow up random tests for the next eighteen (18) months.  
 Third Offense - (Occurring within eighteen (18) months of the second offense) Removal from safety sensitive duties for one shift or 24 hours before returning to safety sensitive duties - Ten (10) day suspension without pay. The Employee must sign a last chance agreement as a condition of continued employment (as outlined in 3).
    - b. An Employee receiving a confirmed alcohol level of 0.040 or higher shall be assessed discipline as follows: Removal from safety sensitive duties, referred to a Substance Abuse Professional (SAP) for an assessment. They will be unable to return to safety sensitive duties until the SAP submits a report given to the employer and a return to duty test taken with a negative result.  
 First Offense - Three (3) day suspension without pay and mandatory treatment.  
 Second Offense - (Occurring within eighteen (18) months of the first offense) - Ten (10) day suspension without pay. The Employee must sign a last chance agreement as a condition of continued employment (as outlined in 3).
  - 2. Discipline for a Confirmed Positive Drug Test  
 An Employee receiving a confirmed positive drug test shall be removed from safety sensitive duties, may be assigned transitional duties, referred to a Substance Abuse Professional (SAP) for an assessment. They will be unable to return to safety sensitive duties until the SAP submits a report and a return to duty test taken with a negative result. There shall be a minimum of six (6) follow up tests within the first 12 months. Follow up tests could be up to 60 months.

They shall be assessed discipline as follows: suspended for ten (10) days without pay. The Employee must sign a last chance agreement as a condition of continued employment (as outlined in 3).

3. Last Chance Agreement

An Employee may be offered an opportunity to enter into an approved, supervised, rehabilitation program under the provisions of a last chance agreement, as an alternative to discharge from employment. Any denial of this opportunity by the Division shall be subject to the Special Grievance Procedure. (As outlined in 4.) Any offer of a last chance agreement will be based upon an investigation and review of attendant circumstances, including related serious misconduct, as well as mitigating factors. Any offer of a last chance agreement shall also be subject to the Special Grievance Procedure. A requirement of a last chance agreement is mandatory participation by the Employee in an approved rehabilitation or drug abuse program. The rehabilitation program must be satisfactorily completed by the Employee as a condition of continued employment. Any violation of the last chance agreement by the Employee will result in immediate discharge from employment. Said last chance agreement option shall not be available to an Employee who has signed a last chance agreement in the previous five (5) years.

4. Special Grievance Procedure

- a. The parties shall together establish a Special Conference Joint Area Committee, consisting of two (2) representatives of the Division and two (2) representatives of the Union, to hear drug and alcohol related discipline grievances.
- b. All such grievances arising after the establishment of the Special Conference Joint Area Committee shall be taken up by the committee.
- c. Grievances shall be heard by the Special Conference Joint Area Committee within five (5) working days of the Director's receipt of the grievance (an extension can be granted if agreed upon in writing by both parties). When the Special Conference Joint Area Committee, by majority vote, settles a grievance, such decision shall be reduced to writing and shall be final and binding on both parties with no further appeal.
- d. Where the Special Conference Joint Area Committee is unable to agree or come to a decision on a grievance, the grievance may be referred to arbitration by the Union in accordance with the provisions of Article -4, Step 4.

5. Discharge

An Employee who is determined by the Division to be ineligible for the last chance agreement (as outlined in Section 5, B, 3) cannot return to work and will be discharged. Any resulting grievances will be referred to the Special Conference Joint Area Committee.

ARTICLE 26 CONTRACT NEGOTIATIONS
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Section 1

Negotiation meetings will be held in a Conference Room on Division property. The meetings are to start at a mutually agreed upon time and end at a mutually agreed upon time. There will be an hour break for lunch. The Bargaining Unit will be allowed up to four (4) members, plus their AFSCME Staff Representative in contract negotiations.

Section 2

Members of the Bargaining Unit will be paid for eight (8) hours at their regular wage rate. (If the Employee was scheduled for more hours that day, then the higher number of hours will be paid.)

ARTICLE 27  
AGREEMENT CONTINUITY

Section 1: Savings Clause

If any section of this Agreement or any addendum thereto should be held invalid or to conflict with applicable Federal or State law by any court of competent jurisdiction, the remainder of the Agreement and its addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 2: Successor Employer

This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto or of any separable, independent segment of either party hereto.

ARTICLE 28  
ENTIRE AGREEMENT

This contract constitutes the sole and entire existing agreement between the parties with respect to rates of pay, wages, hours of employment or other conditions of employment, which shall prevail during the term of the contract. It supersedes and cancels all prior agreements and practices, whether oral or written, and expresses all the obligations of, and restrictions imposed upon, the Employer and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. During the term of this contract, the contract can only be changed by amendment, alteration, addition, or deletion by written agreement signed by the Employer's and the Union's designated representatives.

ARTICLE 29  
DURATION AND TERMINATION

The term of this Agreement is January 1, 2017 through December 31, 2021. This Agreement will remain in full force and effect through December 31, 2021 (Termination Date), and thereafter for successive periods of one year, unless either party serves written notice upon the other party of its desire to terminate this Agreement at least 60 days prior to the expiration date of this Agreement. A timely written notice of desire to terminate this Agreement will terminate this entire Agreement. A reopener as provided for in the Agreement for modification of the Articles specified will not result in termination, extension, or renewal of this Agreement.

ARTICLE 30  
EMERGENCY MANAGER

An Emergency Manager appointed under the Local Government and School Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School Fiscal Accountability Act. The parties recognize that the Public Employment Relations Act requires the preceding sentence to be added into the Agreement, but further recognize that PA 4 of 2011 has been repealed by the voters. As such, this provision is solely to comply with the law.