



Agreement Between the City of Wyandotte
A Michigan Municipal Corporation

AND

American Federation of State, County, and Municipal Employees,
AFSCME, Local #894
Affiliated with AFL-CIO

February 1, 2013

Through and Including

December 31, 2018

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ARTICLE 1 – AGREEMENT

1.1. This Agreement entered into on the first (1st) day, February 2013 between the City of Wyandotte (hereinafter referred to as the “Employer” and the International Union of American Federation of State, County and Municipal Employees, and Council #25 and its affiliate Local Union #894 (hereinafter referred to as the “Union”), is for the period ending December 31, 2018.

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only).

ARTICLE 2 - PURPOSE & INTENT

2.1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in providing proper services to the community.

To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 3 - MANAGEMENT RIGHTS

1. The management of the City’s operations, the control of its properties and the maintenance of order and efficiency, and the direction of the working forces and the right to hire, promote, assign, suspend, discipline, transfer, discharge for proper cause, reinstate, the right to relieve employees from duty because of lack of work or other proper reasons, the right to schedule hours or require overtime work, and the right to establish rules pertaining to operations, are vested exclusively in the Mayor and City Council of the City of Wyandotte, in accordance with the provisions of the laws of the state of Michigan, the City Charter, Ordinances and Resolutions presently in effect, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Contract.

3.2. The parties acknowledge that, during regular working hours, the City may assign and cross-train an employee to perform any task normally assigned to the employee’s classification. For example, an Operator, upon receipt of a reasonable amount of training, may be assigned to perform any task normally performed by another more-qualified Operator. Further, during regular working hours, the City may assign and cross-train an employee to perform any task assigned to a different classification, provided it pays the employee in accordance with Article 10, Section 10.2(C). Also, employees may request to be cross-trained in higher classifications in accordance with Exhibit “G”.

ARTICLE 4 - MAINTENANCE OF STANDARDS

4.1. If any article or section of this agreement or any supplement thereto, should be held invalid by operation of law or if compliance with or enforcement of any article or section should be restrained by such law, the remainder of this Agreement and supplements 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 article or section, if necessary.

4.2. All established fringe benefits not changed in this Agreement that are now being received by all employees in the bargaining unit covered by this Agreement shall remain in full force and effect. The Employer shall not establish any benefit for the employees covered in this agreement without first negotiating such benefit with the Union.

ARTICLE 5 - UNION RECOGNITION & PROCEDURES

5.1. Recognition/Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described as: "All General City employees in the Department of Public Services".

EXCLUSIONS:

- A. Executive and supervisory positions as defined in the Act.
- B. All office, clerical and secretarial employees, including sanitation inspector.
- C. Temporary and/or seasonal employees in all departments.
(See attached Seasonal Laborer job description, Appendix "A").

5.2. Aid to Other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

5.3. No Strike Provision. The Union shall encourage and expect compliance from all its members to the fullest extent with applicable sections of Act No. 379 of the Public Acts of 1965 of the State of Michigan as amended.

- A. Lockouts: No lockouts of employees shall be instituted by the Employer during the term of this contract.
- B. Strikes: There shall be no strikes or unauthorized work stoppages by the Union or any of its members. As used in the Act the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment. Nothing contained in the Act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaints or opinion of any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

3.4. Union Dues and Initiation Fees. Maintenance of Membership: Any employee who is a member in good standing of the Union at the end of thirty (30) days after the date this provision becomes effective, or who thereafter joins the Union during the term of this Agreement, shall remain a member of the Union in good standing as a condition of employment with the City. For the purpose of this section, an employee shall be considered a member of the Union in good standing if he tenders the periodic dues and initiation fees uniformly required as a condition of membership.

A. Payment by Check-Off or Direct or Union. Employees may tender the initiation fees and monthly membership dues by signing the authorization for check-off of dues form, or may pay the same directly to the Union.

Check-off Form: During the life of this Agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the constitution and bylaws of the Union from the pay of each employee who executes or has executed the following "Authorization for check-off of dues" form.

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO AUTHORIZATION FOR PAYROLL DEDUCTION

BY:

(Last Name) (First) (Middle Initial)

TO: City of Wyandotte
 City Administrator

Effective _____, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, Local Union #894 and effective the same date to deduct from my earnings, each payroll period, regular payments of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of Local #894, Council #25 of American Federation of State, County and Municipal Employees.

This authorization shall remain in effect unless terminated by me upon thirty (30) days written notice to the Employer and the Union in advance or upon termination of my employment.

(This space reserved for additional information when needed).

Employee's Signature:

Employee's Address:

B. Deductions: Deductions shall be made only in accordance with the provisions of said authorization for check-off of dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessment, or any other deduction not in accordance with this Agreement. The Employer agrees to administer a payroll deduction for voluntary contributions authorized by employees to be remitted to the Union's political action group (PEOPLE).

- C. Delivery of Executed Authorization of Check-Off Form: A properly executed copy of such authorization for check-off of dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under authorization for check-off of dues forms which have been properly executed and are in effect. Any authorization for check-off of dues form which is incomplete or in error will be returned to the local Union financial secretary by the Employer.
- D. When Deductions Begin: Check-off deductions under all properly executed authorization for check-off of dues forms shall become effective at the time application is tendered to the Employer and shall be deducted from each pay of the month with the exception of the month of November, resulting in twenty-four (24) payroll deductions.
- E. Changes in Union Dues Deductions: Changes in Union Dues deductions will be made by the City upon receipt of a letter signed by Local #894 Treasurer and President. Receipt of this letter shall be at least two (2) weeks prior to the end of the pay period in which the change is to take place.
- F. Refunds: In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and bylaws, refund to the employee will be made by the local Union.
- G. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union as soon as possible after the tenth (10) day of the following month. The Employer shall furnish, monthly, to the designated financial officer of the local with a list of those for whom the Union has submitted signed authorization for check-off of dues forms but for whom no deductions have been made.
- H. Termination of Check-Off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
- I. Limit of Employer's Liability: The Employer shall not be liable to the Union by reason of requirements of this Agreement for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Section 5.4 of this Agreement.
- J. List of Members Paying Dues Directly: The local Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, names of all members paying dues directly to the local Union. Thereafter, the Union will furnish the Employer a monthly list of any changes.
- K. Agency Shop: Present and future employees covered by this Agreement shall be required, as a condition of continued employment, to pay monthly dues to the Union or pay to the Union each month a service charge in accordance with the Beck decision as a contribution toward the administration of the Agreement in an amount equal to the regular monetary dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the City from any and all claims, demands, suits and other forms or liability by reason of action taken or not taken by the City for the purpose of complying with this section of the Agreement.

5.5. Union Bulletin Boards.

A. The Employer will provide bulletin boards in the DPS Garage which may be used by the Union for posting notices of the following type:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

B. A copy of notices will be forwarded to the Employer.

5.6. Representation Areas. The number of representation areas in the City shall be the present number, as in 5.7(A), unless the number is increased or decreased by Agreement between the Employer and the Union. The Employer and the Union may redistrict the City from time to time by Agreement.

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

5.7. Chief Steward.

A. Employees in the unit shall be represented by one Chief Steward who shall be a regular permanent classified City employee working in the Department of Public Services and a member of the unit.

B. The Chief Steward, during his/her working hours, without loss of time or pay, may, in accordance with the terms of this section, investigate and present grievances to the Employer upon having advised his/her superintendent of same. The Superintendent will grant permission and provide sufficient time to the Chief Steward to leave his/her work for these purposes. The privilege of the Chief Steward leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Chief Steward will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

5.8. Special Conferences. Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon request of either party. Such meetings shall be between up to three representatives of the Employer and up to three representatives of the Union.

Arrangements for special conference shall be made in advance and a proposed agenda of matters requested for discussion must be presented at the time the conference is requested. Matters taken up on special conferences shall be confined to those included in the agenda. Members of the Union shall not lose time or pay for time spent in special conferences which may also be attended by a representative of the Council or representative of the International Union.

5.9. Visit by Union Representative. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal employees, whether Local Union representatives, District Council representatives, or International representatives, shall have full and free access to the premises of the Employer after notifying the Superintendent (who shall schedule such meeting during normal working hours) to conduct Union business. In the absence of the Superintendent, the City Engineer shall be notified.

5.10. Union Leave.

A. The Elected delegate from AFSCME Local 804 may take up to one (1) vacation day to attend a State union conference.

B. One (1) union member may take a one year unpaid leave if employed by AFSCME. AFSCME shall be responsible for paying all compensation and benefits. During the leave, the union member will not accrue additional seniority or longevity, pension or other time in service credits. During the leave, the City may, after appropriate step-ups within the unit, use temporary employees, seasonal employees, supervisors or other non-bargaining unit employees to do work normally done by the union member.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

6.1. Discipline.

Infractions will be disciplined in accordance with the following schedules:

A. PROGRESSIVE MINOR INFRACTIONS:

1. Minor negligence
2. Excessive breaks
3. More than three (3) tardies in one (1) month
4. Violation of safety rules
5. Sleeping on duty
6. Improper uniform
7. Quitting before the end of work shift

Discipline for these above infractions shall be:

First infraction:	Verbal warning
Second infraction:	Written warning
Third infraction:	One (1) day suspension
Fourth infraction:	Two (2) day suspension
Fifth infraction:	Three (3) day suspension

If an infraction becomes a repeated offense, defined as multiple instances of the same or similar infractions, it may become a Major infraction beginning with Level 2, of the Major Infractions Schedule.

B. PROGRESSIVE MAJOR INFRACTONS:

1. Negligence

2. Abusive language or conduct
3. Refusal to perform an assigned job
4. Absent without leave

Discipline for these above infractions shall be:

First infraction:	One (1) day suspension
Second infraction:	Three (3) day suspension
Third infraction:	Five (5) day suspension
Fourth infraction:	Ten (10) day suspension
Fifth infraction:	Dismissal

C. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee, as outlined but not limited to, the areas listed in Article 6, Section 6.1(A) and 6.1(B) and Section 6.2. Any disciplinary action imposed upon an employee may be processed as a grievance through the grievance procedure except as noted.

If the Employer has reason to reprimand an employee, such reprimand shall be done in a manner which will not embarrass the employee before other employees or the public. When an employee receives a written notice of discipline or discharge a copy of this notice shall also be given to his/her Union representative. Prior to any discipline being imposed which results in the loss of pay to an employee, the Employer will have a meeting with the employee, Union and management.

Upon passage of a twelve (12) month period between MINOR offenses, the next offense will be treated from the preceding level. (Example: If at Level 4 for minor infraction, and twelve (12) months has elapsed, the new offense would be treated at Level 4 again). In addition, if an employee has no further offenses for an eighteen (18) month period for minor infractions, and thirty-six (36) month period for major infractions, from the last offense his next offense will be treated at the First Infraction Level. These time limits shall not apply to incidents involving sexual or other ethnic harassment or workplace violence.

6.2. Discharge.

A. Notice of Discharge: Discharge of a regular employee for just cause shall not become effective until the appointing authority shall have first served upon such employee a written notice of dismissal which shall contain the causes or grounds for discharge together with such specifications of facts which will enable said employee to make an explanation and fairly place his defense upon the record. A copy of such notice of discharge together with the explanation, if any, by the employee, shall be filed promptly with the City Administrator.

B. Grounds for Discharge: Grounds for discharge for just cause shall include, but not be limited to, the following:

1. Gross insubordination or serious breach of discipline.
2. Negligence or willfully damaging, mutilating or destroying City property, equipment or waste of public supplies and equipment.
3. Fighting while on duty.
4. Theft of City property.
5. Possession of firearms or lethal weapons while on duty.

6. Possession of or drinking alcohol while on duty.
7. Commission of a felony.
8. Possession of controlled substance.

C. Appeal from Discharge:

1. A discharged employee may appeal by executing a grievance at Step 3 of the Grievance Procedure.
2. Resignation before decision. The acceptance by the City of the resignation of a person discharged before final action on the part of the City bargaining team will be considered a withdrawal of the charges, and the separation of the employee concerned shall be recorded as a resignation and the proceedings shall be dismissed without prejudice.

6.3. Computation of Back Wages. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate at his regularly scheduled hours of work, less any amounts earned during the period the employee was terminated or suspended by the City, and any amounts collected as unemployment compensation.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1. A grievance is defined as a dispute with respect to an alleged violation or with respect to the interpretation of this Agreement. Grievances must be filed within ten (10) working days of the occurrence.

Step 1: If any employee has a grievance he/she shall have the chief steward submit the grievance in writing to the employee's Superintendent within five (5) scheduled workdays after the event which gave rise to the grievance. If a satisfactory settlement cannot be reached between the chief steward and the Superintendent, the superintendent shall answer the grievance within five (5) scheduled workdays.

Step 2: If a satisfactory settlement is not reached at Step 1, a copy of the grievance shall accompany the request for a meeting of the grievance committee with the City Engineer (who may have present any representatives of the City he/she desires during the negotiations), who shall reply in writing within five (5) working days.

Step 3: If a satisfactory settlement cannot be reached at Step 2, the Union, within five (5) working days after the reply at Step 2, may refer the grievance to the City Bargaining Team by sending a copy of the grievance and a written request for review to the City Administrator.

Step 4: If the grievance is not satisfactorily adjusted in Step 3, either party may, within thirty (30) scheduled working days, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner herein provided. The City will notify one of the arbitrators from the permanent roster of arbitrators (see Exhibit B). Selection shall be made on a rotating basis beginning with the first arbitrator on the list and proceeding down the list for each subsequent arbitration hearing. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list. If the arbitrator who is next on the list is not available for an extended period of time (over three (3) months), the parties shall move to the next arbitrator on the list. An arbitrator may be removed from the list by written notice of either party during the life of this Agreement. Upon such removal, no further cases will be assigned to that

arbitrator but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to be added to the list. The new arbitrator will be placed on the list in the numbered position of the removed arbitrator. An arbitrator may also remove themselves from the list at any time.

Expenses of the arbitration, excepting the parties' own expenses, shall be borne equally by the Union and the City. The arbitrator shall have authority and jurisdiction to determine the propriety of interpretation and/or application of the Collective Bargaining Agreement respecting the grievance in question, but he or she shall not have the power to alter or modify or add to the terms of this Agreement. The arbitrator's award shall be final and binding on the parties and affected employees.

ARTICLE 8 – SENIORITY

8.1. Probationary Employees.

A. New employees hired in the unit working toward a regular or permanent classification shall be considered probationary employees for the first fifteen (15) months of employment. The probationary period may be extended for an additional three (3) month period upon mutual agreement between the City and Union. The fifteen (15) months probationary period shall be accumulated within not less than two (2) years. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the date of last employment hire. There shall be no seniority among probationary employees. The Employer may dismiss or terminate a probationary employee without recourse to the grievance procedure or other disciplinary review procedures provided in this agreement. New employees hired after February 1, 1990 are required to have their CDL License as a condition of employment.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment as set forth in section 5.1 of this Agreement, except discharged and disciplined employees.

C. Seniority shall be on a bargaining unit-wide basis except promotions (see Section 10.2).

D. Temporary and/or seasonal employees are defined as employees hired for a period not to exceed six (6) months of continuous service, unless extended by mutual agreement.

8.2. Seniority Lists.

A. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

B. The seniority list on the date of this Agreement will show names and job titles of all employees entitled to seniority.

C. The Employer will keep the seniority list up to date at all times and will provide the local Union President with up to date copies. Upon receipt, the Union President will check the seniority list the first working day of each month to verify it is up to date.

D. Employees with the same seniority date will be subject to a seniority tie-breaker based upon the alphabetical order of their surname.

8.3. Loss of Seniority. An employee shall lose his seniority only for the following reasons:

1. Resignation.
2. Discharge not reversed through the grievance procedure (see Section 7.1).
3. Absence for three (3) consecutive working days without notifying the Employer. Such unexcused absence shall cause forfeiture of pay for the same period of time. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his last-known address that he has lost his seniority and his employment has been terminated.
4. If an employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
5. If the employee is absent for eighteen (18) months due to non-work related mental or physical disability. This policy shall be interpreted in conjunction with the disability retirement clause in the pension ordinance. If the employee is able to return to work after eighteen (18) months, he or she will be returned to his or her classification when a vacancy in that classification is to be filled; if he or she fails to return to work, he or she will be considered to have voluntarily resigned from the City.

8.4. Shift Preference. Shift preference will be granted on the basis of seniority within the classification. In proper cases, exceptions may be made. Transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the transfer form was dated.

ARTICLE 9 - LAYOFF AND RECALL

9.1. Layoff Defined.

A. The word "layoff" means a reduction in the working force in the bargaining unit due to a decrease of work, lack of funds or reasons other than the acts of an employee.

B. If a layoff occurs, the following procedure will be mandatory:

1. All seasonal, temporary, federally/state subsidized, part-time employees performing any bargaining unit work shall be laid-off first.
2. Probationary employees will then be laid-off on a bargaining unit-wide basis.
3. After completion of (1) and (2) above, seniority employees will be laid-off according to inverse seniority as defined in Section 8.2(C).
4. The senior employee shall be retained so long as he/she has the ability to perform the duties of a vacated position. In positions where a definite skill is required senior employees shall be trained during a two week trial period to determine their ability to perform the work.

C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The employee is responsible for notifying in writing the City Administrator's Office within thirty (30) days of any change in the number of his/her dependents. Costs incurred by the City due to the employee's failure to notify may require reimbursement by the employee if no valid reason exists for failure to provide such notice.

9.2. Recall Procedure. When the working force is increased after a layoff, employees will be recalled according to seniority and without loss of seniority accumulated at time of layoff, as defined in Section 9.1(B). Notice of recall shall be sent to the employee at his/her last-known address by registered or certified mail with return receipt requested. If an employee fails to report for work within seven (7) calendar days from the date of mailing of the notice of recall he/she shall be considered as having resigned. Extensions may be granted by the Employer in unusual cases.

9.3. Veterans Law. Except as hereinbefore provided, re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE 10 - TRANSFERS AND PROMOTIONS

10.1. Transfers.

A. The City will make all attempts to provide notice to the Union of any vacancies with the City for posting on each designated Union bulletin board.

B. Transfer in to the Union from outside the bargaining unit: If an employee transfers to a position under the Employer not included in the bargaining unit, then during the initial six (6) months of said transfer, the employee shall be entitled to revert back to his/her former classification if so desired. However, during the initial six (6) months he/she shall not have accumulated bargaining unit seniority outside the bargaining unit. If the employee returns to the bargaining unit after six (6) months, he/she shall lose all bargaining unit seniority but will maintain all credited service time. An employee who returns after the six (6) month period will return to the lowest classification in the bargaining unit at Step #1 unless mutually agreed to by the City and the Union.

10.2. Promotions.

A. The City shall fill vacancies within the bargaining unit by promotion whenever possible.

B. In the event of a vacancy, the senior employee in the Department of Public Services, regardless of classification, shall be entitled to the job, unless the management shows that he/she is not qualified to perform the work. The senior employee applying for the promotion and who is qualified shall be granted a six (6) month trial period to determine:

1. His/her desire to obtain the job.
2. His/her ability to perform the job.

C. During the trial period, employees will receive the rate of the job they are performing.

D. During the trial period, an employee shall have the opportunity to revert back to his/her former classification by exercising his seniority rights displacing the junior employee in the class from which he was promoted.

E. Certification of Mechanics. During the trial period for employees classified as Mechanics, and as a condition of maintaining the classification of Mechanic, employees shall be or become certified in the following automobile and light truck repair for vehicles under 10,000 pounds G.V.W. categories: #2 (Engine Tune-Up/Performance); #4 (Brakes & Braking Systems), and #8 (Heating & Air Conditioning). A list of certification categories is set forth in Article 14. The cost of obtaining and maintaining these certifications shall be the responsibility of the employee. The training costs to be paid by the City are limited to one time per employee per category.

ARTICLE 11 - LEAVE OF ABSENCE

11.1. A regular employee may be granted, at the discretion of the City Council, a leave without pay for any of the following reasons, except that in the case of physical or mental disability of the employee, the Council shall grant approval for a leave of absence without pay upon written recommendation of the City Engineer to the City Council and in accordance with the terms of the federal Family and Medical Leave Act, where applicable:

- A. Physical or mental disability of the employee.
- B. Election or appointment to any public office, except to the office of Mayor or Councilman in the City of Wyandotte.
- C. Reasons sufficient in the opinion of the Council to warrant such leave of absence.

11.2. Leaves for any of the above reasons shall be subject to the following regulations:

- A. Such leaves shall not be granted for more than six (6) months, but may be renewed upon written application therefore by the employee and the granting of approval by the Council.
- B. An employee granted leave of absence shall be restored to his/her position on the expiration of the leave, or if approved by his/her departmental supervisor and the City Council, before the expiration thereof.
- C. In the event such employee's position shall have been abolished in the interim, he/she shall be placed in whatever classification to which his/her seniority entitles him/her within the bargaining unit and, if necessary, the employee in the bargaining unit with the least seniority shall be laid off. However, an employee's reinstatement rights to either his position or a substantially similar position for leaves of absence under the Family and Medical Leave Act shall be governed by the Act and, if necessary, the employee in the department with the least seniority shall be laid off.
- D. Job related physical examinations and x-rays may be required of an employee returning to the unit after a leave of absence.
- E. During such periods of leave, no earning of vacation or sick leave will be granted.

11.3. An employee who takes an unpaid leave of absence under the provisions of the Family and Medical Leave Act must first utilize his/her accrued paid leave time (if the leave is due to the employee's "serious health condition" as defined by the Family and Medical Leave Act, the employee shall utilize accrued sick or vacation time, in that order; otherwise, accrued vacation time shall be utilized), which shall be counted as part of the maximum leave of absence period granted to the employee who takes a leave of absence under the provisions of that Act. As an example, an employee who has two weeks of accrued paid leave shall use that leave before using up to ten weeks of unpaid leave under the Family and Medical Leave Act.

ARTICLE 12 – HOURS

12.1. Hours of Work.

A. Regular Hours: The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

B. Work Week: The work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive, except if work is changed by posting work schedule as discussed below, and those employees whose regular schedule fall on a Saturday and/or Sunday. This shall not be a guarantee of work.

C. Work Day: Eight (8) consecutive hours of work within a twenty-four (24) hour period shall constitute the regular work day.

D. Work Shift: Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, unless notified in advance as in Section 12.6.

E. Work Schedule: Regular work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. Except for emergency and special work situations within particular sections of this unit, work schedules shall not be changed unless the changes are mutually agreed upon by the employee(s) and the Employer.

F. Shift Alteration:

1. An employee whose regular shift is altered from the normal starting time of 7:30 AM shall be paid an additional thirty cents (\$0.30) cents per hour from the time he started on the new shift.
2. No premium pay will be made when there is mutual agreement to alter shifts from normal starting and quitting times, (e.g. summer hours).

12.2. Reporting Time. An employee scheduled to report for work and who presents himself for work as scheduled shall be assigned at least two (2) hours work on the job for which he was scheduled to report.

When an employee reports for and starts work as scheduled, but is excused from duty before completing two (2) hours work, the employee shall be paid at his regular rate - straight time or overtime - whichever is applicable.

12.3. Call-In Time. An employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half if they work less than two (2) hours. If any employee

works more than two (2) hours then Section 12.6, Overtime, shall apply. "Call-In-Time" shall mean hours worked other than regularly scheduled work periods unless notified in advance of schedule change. "In advance" means at or before quitting time of the employee's last previous scheduled work period.

12.4. Rest Periods. All employees working an eight (8) hour duty shift shall be provided a fifteen (15) minute rest period during each one-half shift. The rest periods shall be scheduled at the middle of each one-half shift whenever feasible.

Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start work on such next shift. In addition, they shall be granted the regular rest periods provided for each half shift thereafter worked.

12.5. Meal Periods. All employees shall be granted an unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift. At the discretion of management, employees may be allowed to combine their two fifteen (15) minute rest periods (see 12.4) in lieu of this unpaid meal period.

12.6. Overtime. The Union pledges on behalf of its members that they shall accept overtime assignments occurring before and after the regularly scheduled working day and that they shall consider City requirements for such necessary overtime assignments as paramount to their personal convenience. Full-time employees will be given the opportunity to work overtime before part-time or seasonal employees are called in for overtime work.

A. Rate of Pay: Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

1. Daily: All work performed in excess of eight (8) hours in any work day.
2. Weekly: All work performed in excess of forty (40) hours in any work week. An employee called to work outside of his/her regularly scheduled shift and works eight (8) consecutive hours, the employee with mutual consent by his/her supervisor may have the option of going home after completion of the eight (8) hours shift; if they choose to go home, they shall forfeit overtime pay and only be paid at regular time for the eight (8) hour shift.
3. Before or after regular hours: All work performed before or after any scheduled work shift.
4. Sixth day work: All work performed on the sixth (6) day in the regular work week shall be paid at the rate of time and one-half the employee's regular hourly rate of pay.
5. Seventh day work: Double time shall be paid for all work on the seventh (7) day of the regular work week except as noted below.

The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week. These employees shall be paid time and one-half for all work performed on the sixth (6) day of their regular work week and double time for all work performed on the seventh (7) day in the regular work week.

6. Holiday Work: All hours worked on any recognized holiday herein shall be paid at the rate of double time in addition to the paid holiday except for Martin Luther King Day. In instances that necessitate employees be required to work Martin Luther King Day (called in), the employee will earn straight time for the first eight (8) hours worked and time-and-a-half thereafter. If the employee is called in on MLK Day, the employee will earn an additional personal day (8 hours) to be used in accordance with the rules associated with personal day use.

B. Overtime will be offered on the basis of seniority, provided the employee is trained to perform the work.

The following exceptions to distribution of overtime will apply:

1. For breakdown of equipment outside of the City limits.
2. For overtime within the first hour of normal quitting time.

C. Snow Plow Operation: Any employee required to drive motorized equipment rigged with a plow attachment during operations, shall be paid the rate for the class of Equipment Operator.

D. Overtime Meals: After completion of ten (10) hours of work, employees will be given a meal ticket of \$10.00. If work is to continue, thereafter, a meal ticket will be given for each additional four (4) hours of work. Meal tickets shall be provided during the pay period worked.

E. Employees returning from a sick leave or a compensable injury leave with restrictions, whether in duties or hours, shall be entitled to work overtime as long as the individual is physically capable to perform the requested work and is within any restrictions as authorized by the City physician when applicable.

F. Either party to this contract may through the duration of the Agreement request a special conference for discussion of overtime assignment and procedures.

ARTICLE 13 - OTHER WORKING CONDITIONS

13.1. Supervisors. Supervisory employees shall not perform work normally designated to employees in the recognized bargaining unit if it results in a layoff in the unit.

Supervisors shall not perform any overtime work which requires them to use any vehicular equipment normally or regularly assigned to Bargaining Unit employees, unless employees in the affected section and/or classification cannot be contacted.

13.2. Contracting and Subcontracting of Public Work. During the term of this Agreement, the Employer can contract out or subcontract any public work. Employees hired prior to December 12, 2001 will be grandfathered and not subject to layoff as a result of contracting out or subcontracting public work.

13.3. Pay Advance.

A. If an employee is laid off or retires, he will receive an unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

B. Rate during vacation. Employees will be paid their current rate based on an eight (8) hour day while on vacation and will receive credit for any benefits provided for in this Agreement.

13.4. Rates for New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Union does not agree that the description and rate are proper, the Union shall have the right to present their findings to the City Administrator.

13.5. Work Rules. It is expressly agreed by the parties hereto that existing work rules and regulations governing employment with the City of Wyandotte, schedules and regulations governing wage and salary policies of the City of Wyandotte, City Charter provision, ordinances and resolutions shall remain in force and effect during the life of this Agreement providing that they are not inconsistent herewith.

When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.

INFORMING EMPLOYEES: The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

ENFORCING: Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

13.6. Supplemental Agreements. All local Union supplemental agreements shall be subject to the approval of the Employer and the local Union, Council and/or International Union.

13.7. Uniform Policy. This policy shall apply during assigned shifts and overtime before or after assigned shifts. Pants will be brown, tan, or denim jeans. Shirts (except flannel shirts) shall be brown, tan, or safety colored. Summer uniforms may include brown, tan, or safety colored T-shirts. Outerwear such as jackets and sweatshirts are permitted. All clothing must be in good repair. All clothing worn on duty shall be free of profane, obscene or offensive materials, in the judgment of the City Engineer or his designee. Union logos, approved by Council 25, will be allowed with prior approval.

13.8. Commercial Driver's License (CDL).

A. Probationary employees are required to have and maintain a CDL for one (1) year as a condition of employment.

B. All seniority employees after one year are required to maintain a CDL, as a condition of employment, in accordance with the following:

The City will pay any cost associated with maintaining the CDL. If a seniority employee loses his or her CDL, the following shall apply:

1. If the loss of the CDL is due to an error by the Secretary of State, then there shall be no penalty, but the employee shall be assigned work that can be done without a CDL until the employee obtains a CDL; provided that the employee demonstrates he or she has made a prompt good faith

effort to correct the error. At the request of the employee, he or she shall have the time to correct the error with the Secretary of State on City time.

2. If the loss is due to non-work related medical reasons, and
 - a. If the employee is at the steps identified below, then the applicable demotion shall occur:
 - Operator Step 8-10 to Operator Step 7 and frozen
 - Operator Step 5-7 to Operator Step 4 and frozen
 - Operator Step Start - 4 one step demotion and frozen
 - Mechanic to starting level pay and frozen

The employee will be frozen at his/her level until he or she has a CDL reinstated at which time the employee will assume his or her previous position with no credit of time towards the next step for the time he or she did not have a CDL; provided that, in cases (a) or (b) above, the employee can do the work of the lower classification with his or her medical restrictions or the work of his or her existing classification that does not require a CDL with his or her medical restrictions.

3. If the loss of a CDL is for other than medical reasons, such as too many points, then the employee shall be demoted the same as if for medical reasons, and the employee can work for 12 months without a CDL. If after said 12 months, the employee still does not have a CDL, the employee shall be terminated.
4. If the employee fails to report any moving violations during the next working day after occurrence, he or she shall receive a level two (2) warning. If his or her license is lost and not reported the next day, then the employee shall be terminated.

13.9. City Radios. Portable radios may be required to be carried by employees at the discretion of their supervisor or employees may be assigned equipment which have mobile radios. Radios that are not working properly shall be immediately reported to the employee's supervisor.

The usage of radios is for the communication of work-related subjects only. Employees who knowingly or purposefully disrupt communication on these radios, broadcast music or use the radio for non-work-related subjects, will be considered to be misusing City radios. Employees determined to be misusing City radios will be disciplined at the fifth (5th) offense, two (2) weeks off with review between the City and Union with mandatory corrective action.

13.10. Residency. Employees may live within twenty (20) miles of the nearest City border. In the event that Act 212 is repealed by legislation or court order, employees shall maintain residency within City limits in accordance with prior practice. Employees who have moved out of the City based upon reliance of Act 212 shall not be required to re-establish residency with the City limits.

13.11. Cellular Phones. Cellular phones can be a distraction and safety hazard while driving. Consequently, the use of cellular phones while driving is forbidden. Employees must pull over or park when using a cellular phone while working.

13.12. Physical Fitness Incentive Program. The City agrees to implement a physical fitness incentive program. Employees will be eligible to test semi-annually in accordance with the policy established by the City Administrator.

13.13. Emergency Manager Statute. This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Public Act 436 of 2012, or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, Michigan Court of Appeals or a federal court.

ARTICLE 14 - WAGES AND BENEFITS

14.1. Wages. The wages to be paid during the term of this Agreement will be in accordance with the wage schedule included as Exhibit "C".

A. Certification of Mechanics. The City will pay for mechanic certification courses in categories listed below.

Automobile and Light Truck repair categories for vehicles under 10,000 pounds G.V.W. are:

1. Engine Repair
2. Engine Tune-Up/Performance
3. Front End, Suspension and Steering System
4. Brakes and Braking Systems
5. Automatic Transmissions
6. Manual Transmissions, Front and Rear Axles
7. Electrical Systems
8. Heating and Air Conditioning
9. Collision-Related Mechanical Repair
10. Unitized Body Structural Repair

Heavy Duty Truck repair categories for vehicles over 10,000 pounds G.V.W. are:

1. Engine Repair - Gasoline
2. Engine Repair - Diesel
3. Drive Train
4. Brakes and Braking Systems
5. Suspension & Steering Systems
6. Electrical Systems

7. Collision-Related Mechanical Repair

A mechanic certified in all of the first 8 categories of automobile and light truck repair is a master automobile mechanic. A mechanic certified in all of the first 6 categories of heavy duty truck repair is a master heavy duty truck mechanic. A mechanic certified in less than the first 8 automobile and light truck or less than the first 6 heavy truck repair categories is a specialty mechanic.

For employees classified as mechanics, the City will pay for certification courses in all categories. For employees not classified as mechanics, the City will pay for the following categories of automobile and light truck- #2 (Engine Tune-Up/Performance), #4 (Brakes & Braking Systems) and #8 (Heating & Air Conditioning). Further, participation by employees not classified as mechanics, will be limited to the two employees with the highest seniority requesting to participate per calendar year. The training costs to be paid by the City are limited to one time per employee per category. The City will not pay employees for the time spent to actually attend the courses.

Employees classified as mechanics, if certified in the three required categories (#2, #4, and #8 identified above), will be paid an additional \$0.15 per hour for each Automobile and Light Truck certification and an additional \$0.20 per hour for Heavy Duty Truck certifications. The maximum additional wage for a Master Auto Mechanic shall be \$1.50 per hour and the maximum additional wage for Master Heavy Truck Mechanic shall be \$1.50 per hour. The maximum additional payment with all certifications shall be \$2.75 per hour which shall be considered base wages.

An employee who is not classified as a mechanic, and who holds any certifications, and who is required to perform mechanic's duties, will be paid an additional \$0.15 per hour for work in each area of certification for Automobile and Light Trucks and an additional \$0.20 per hour for work in each area of certification for Heavy Duty Trucks, all of which shall be considered included in base wages.

Employees shall be at full duty without restrictions in order to receive additional pay, unless the restrictions are due to a duty-related injury.

Certifications shall not be used to circumvent seniority provided that the employee is qualified to perform the work.

Employees agree to reimburse the City for the costs of training if employee terminates employment with the City within two years of attaining certification for the sole purpose of taking another position utilizing mechanic certifications.

B. Equipment Premiums. The City will pay employees the following premium pay upon receipt and maintenance of the following credentials provided the employee's CDL is in good standing and employees are at full duty without restrictions, unless the restrictions are due to a duty-related injury:

	<u>Operator</u>	<u>Mechanic</u>
Class A License	\$0.50/hour	\$0.20/hour
Tanker License	\$0.50/hour	\$0.20/hour

These premiums will be paid when the employee is deemed qualified to perform the applicable equipment associated with these credentials. Employees who receive these premiums shall perform all work assigned to them which is associated with these credentials.

C. Employees are required to use a direct deposit of their paychecks including any supplemental pays during the year.

14.2. Holidays.

A. Holidays Recognized and Observed: The following days shall be recognized and observed as paid holidays:

Employee's Birthday	General Election Day
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Day Following Thanksgiving Day
Memorial Day	Day Before Christmas
Good Friday	Christmas Day
Independence Day	Day Before New Year's

An eligible employee shall receive his regular pay for each of the holidays listed above even though he does not perform any work.

Whenever one of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

Whenever one of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

If the birthday falls on a holiday, the day before or after the holiday may be observed. Employees may also arrange an alternative day if requested with his/her immediate supervisor.

Should Christmas Day or New Year's Day fall on a Saturday, the day preceding Friday will be observed as the holiday and Thursday, the day before, shall be observed as the Eve holiday.

If Christmas Day or New Year's Day falls on a Sunday, the following Monday shall be observed as the holiday and the preceding Friday shall be observed as the Eve holiday.

If Christmas day or New Year's day falls on a Monday, that day shall be observed as the holiday and the preceding Friday shall be observed as the Eve holiday.

In recognition of the change in General Elections for the City Council from every two years to every four years, in the years that July 4th falls on a Tuesday, the preceding Monday shall be a recognized paid holiday and in the years that July 4th falls on a Thursday, the following Friday shall be a recognized paid holiday.

B. Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

1. An employee hired after the execution of this Agreement shall be eligible for this benefit after three (3) months of continuous service.
2. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on vacation, or sick leave, and;
3. The employee worked all of the scheduled hours on his last scheduled work day prior to and after the holiday unless he was excused by the employer.

If a holiday is observed on an employee's scheduled day off or vacation he shall be paid for the unworked holiday.

C. Holiday Pay. Eligible employees who perform no work on a holiday shall be paid eight (8) times their current hourly rate of pay unless their regular work day is more or less than eight (8) hours.

Eligible employees whose regular work day differs from the standard eight (8) hour day shall be paid their current hourly rate of pay times the number of hours in their regular work day.

D. Holiday Hours for Overtime Purposes. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

14.3. Vacation Leave/Personal Days. Employees hired after the execution of this Agreement shall be eligible for this benefit after three (3) months of continuous service. Every regular full-time employee shall be entitled to vacation with pay according to the following provisions:

<u>Time Period</u>	<u>Vacation Earned</u>	<u>Max. Accumulation</u>
6 Mo. - 1 Yr.	1 Day/Month	18 Days
1 Yr. - 5 Yrs.	1 Day/Month	36 Days
6 Yrs. - 10 Yrs.	1 ¼ Day/Month	40 Days
11 Yrs. - 15 Yrs.	1 ½ Day/Month	40 Days
16 Yrs. - 20 Yrs.	1 ¾ Day/Month	40 Days
21 Yrs. - 25 Yrs.	2 Day/Month	40 Days
26 Yrs. & Over	2 Day/Month + ½ Day for each year over 25	40 Days

Three (3) additional work days of vacation leave shall be granted to all regular full-time employees who have not taken more than five (5) days of sick leave during the calendar year.

Each employee shall be credited with one-quarter (1/4) of a vacation day per month on the basis that no time was taken off that month for reason of illness provided they have worked at least 50% of the year.

14.4. Personal Days. Each seniority employee shall receive three (3) personal days per calendar year. Those personal days are non-cumulative. An employee shall receive time off as a personal day provided: (1) He/she makes the request for the personal day prior to the commencement of his/her shift and; (2) the request is made to his/her supervisor (or the acting supervisor or superintendent of Public Services if the supervisor is absent). Employees may be granted personal leave in increments of one quarter (1/4) days with prior approval. Once an

employee begins his/her work shift, he/she may only utilize a personal day when the employee notifies the Supervisor he/she is assigned to on that shift.

14.5. Unscheduled Vacation Days. Employees may be allowed to use up to six (6) unscheduled vacation days per year (non-accumulative). Use of such days, if requested within 24 hours of the start of a shift, will be subject to approval by the supervisor based upon job need. Single vacation days are to be used in a non-consecutive manner, however, consecutive days may be approved based upon job need.

14.6. Regulations Governing Vacation Leaves.

A. After three (3) months of continuous employment, vacation leave shall accumulate and may be allowed by the appointing authority after the completion of six (6) months of satisfactory service.

B. Regular full time employees may accumulate (at the discretion of the appointing authority) no more than forty (40) days of earned vacation.

C. Employees may, subject to the prior approval of the appointing authority, take any amount of their earned vacation leave at any time during the calendar year.

D. Employees entitled to time off for legal holidays shall not have such time charged as vacation time when the holidays fall during a vacation period.

E. Annual leave shall not be anticipated. Annual leave must be earned prior to the time it is taken.

F. On separation from the City service, employees shall be paid for unused vacation leave.

G. Vacation Leave ceases to accrue:

1. Worker's Compensation Leaves - After 100 workdays, if the employee elects not to take accumulated comp time, sick leave, or vacation to supplement the Worker's Compensation payments.

2. All Other Unpaid Leaves - In the month in which the employee performs no work for the City.

14.7. Sick Leave. Employees hired after the execution of this Agreement shall be eligible for this benefit after three (3) months of continuous service. Regular full time employees shall be granted sick leave in accordance with the following provisions:

A. One work day for each completed month of service with unlimited accumulation. Sick leave will not be accumulated during periods of absence without pay when such absences exceed eleven (11) work days in any one (1) month.

B. Sick leave in line of duty: In cases where an employee has been totally incapacitated as a result of an accidental injury or an acquired occupational disease arising out of and in the course of his/her employment and, if it is determined that such injury or disease is not the result of such employee's culpable misconduct, such employee shall be paid for time lost during such disability for a period of ninety (90) normally scheduled work days and such additional days said employee may have to his credit as sick leave, or vacation leave in that order.

Such pay, when added to his workers' compensation benefits, shall be equal to his/her full wage or salary at the time of his injury.

When all such time shall be exhausted, the City shall carry the employee at his full salary or wage and the City Council shall, at that time, in conjunction with a physician, as determined by the City, and the City Engineer, review the case.

Disability cases considered likely to be permanent may be referred to the Retirement Commission for consideration and appropriate action. However, if found not to be permanent, the employee shall be placed on a non-paid leave of absence under Section 11.1. The employee shall be notified of the provisions of this section in writing by certified mail with a copy to the Union during the above referred to ninety (90) calendar day period in which the employee is receiving compensation from the City without charge to his accumulated vacation and sick leave.

An employee placed on a non-paid leave of absence under Section 11.1, shall receive 1) his health insurance under Section 11.5 for six (6) months following the month in which he is placed on leave and 2) life insurance coverage under Section 11.6 for three (3) months following the month in which he is placed on leave.

If the leave continues beyond six (6) months, the employee, if he is eligible under the City's life insurance policy, shall retain life insurance coverage.

C. Regulations and Uses of Sick Leave:

1. In addition to absence for personal illness, sick leave may be used when an employee is quarantined because of exposure to contagious diseases.
2. Sick leave may be granted for absence because of illness in the employee's immediate family where the employee must provide care and attention, or is otherwise advised in writing by a physician. The physician's writing shall be presented to the City.

"Immediate Family" includes only parents, grandparents, children, brothers, sisters of the employee or the employee's spouse, and any other persons who are established members of the employee's household. Such leave shall not exceed five (5) work days in any one calendar year and requires approval of the appointing authority. This limit shall not apply if the employee is eligible for leave under the Family Medical Leave Act under Section 11.1.

3. Holidays falling within a period of paid sick leave shall not be counted as work days in computing such leave.
4. All accumulated or unused sick leave shall be credited to any employee recalled from layoff, transferred to another department without break in service or returning from an authorized leave of absence.
5. Sick leave shall accumulate after three months of continuous service from the date of employment and may be allowed to be taken after the completion of six (6) months of satisfactory service.

6. An employee on sick leave shall notify his immediate supervisor during the first half of the working day or shift of the first day's absence from duty.
7. Where sick leave used amounts to less than a full working day, one-half sick leave day may be charged at the discretion of the City.
8. Upon reasonable suspicion due to evidence of sick leave abuse, the employee may be required by his department supervisor or the City Engineer to produce evidence in the form of a medical certificate by his attending physician within five (5) days of returning to work for the reason for his/her absence during the time for which such leave is granted. Failure to produce such evidence in the form of a medical certificate shall be treated as a level 3, third offense discipline. The Department head shall instruct the employee who has been absent for five (5) or more sick days to be re-examined by a physician, as determined by the City, who shall determine whether or not the employee is able to return to full duty, limited duty or not able to return to work.

If the physician, as determined by the City, is not available to re-examine the employee, (who has his attending physician's written approval to return to work) the employee may return to work and be re-examined by a physician, as determined by the City, at the next earliest appointment.

9. Any employee who is absent after six (6) days in a single calendar year (Jan-Dec) and fails to provide documentation after such absences will suffer loss of the day's pay for the seventh through the eleventh undocumented days' absence. The twelfth through the sixteenth days of undocumented absence within a twenty-four (24) month period will result in the following: 12th - verbal warning in writing and day not paid, 13th - written warning in writing and day not paid, 14th - ten (10) day suspension after day not paid, 15th - ten (10) day suspension after day not paid, 16th - employee's dismissal.

D. Paid Sick Leave:

1. When an employee leaves the service of the City through retirement or death he shall receive payment for one-half of his accumulated sick leave time as stipulated in subsection 14.7(D)(3) at a rate per hour determined by his last annual rate divided by 2080 hours.
2. The maximum sick leave accumulation for purposes of this section is ninety (90) days.
3. This payment is made in a lump sum after employee is removed from payroll. The method of computation shall be as follows:

Annual Rate = Hourly Rate x 8 Hours x ½ of 2080 hours (not to exceed 90) the accumulated sick days.
(Maximum days paid = 45 or 360 hours).

14.8. Hospitalization Medical Coverage.

A. All employees will have the choice of the following group health insurance (which includes hospitalization, dental, vision, and prescription drug coverage) for each eligible employee, spouse, and dependents under the age of twenty-six (26) years of age. If the Federal Health Care (Affordable Care Act) laws regarding mandatory dependent coverage are subsequently changed, the coverage age will be revised to twenty-three (23) years of age.

Blue Cross/Blue Shield Community Blue PPO 3 (BASE PLAN)

1. Hospitalization: Blue Cross Blue Shield Community Blue Plan 3: (Community Blue Basic, ASFP, BMT,CB-PCB, CRNA, CNM, CNP, DXTMG, EBMT, ECIP, ESRD, FC DC, GCO, GLE-1, HMN, ICMP, K260, PTFS-COMPS, PTS-PSG, SUBRO2, SOTPE, RAPS)
2. Prescription: Blue Cross Blue Shield Drug Rider: PD-CR \$15.00 GENERIC/\$30.00 BRAND, MOPD \$15.00 GENERIC/\$30.00 BRAND, PREFERRED RX, PD-BC2X, RXDAA
3. Dental: Blue Cross Blue Shield Group Dental Care: Class I - 100%; Class II - 80%, Class III - 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV - Orthodontics Services 50% lifetime limitation \$1000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)
4. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS (A), FC DC, GCOC.

Blue Care Network HMO (OPTIONAL PLAN)

1. Hospitalization: Blue Care Network Plan #129760. (HMO)
2. Prescription: Prescription Drug \$15.00 Generic/\$30.00 Brand, MOPD \$15.00 Generic/\$30.00 Brand.
3. Dental: Blue Cross Blue Shield Group Dental Care: Class I - 100%; Class II - 80%, Class III - 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV - Orthodontics Services 50% lifetime limitation \$1000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)
4. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS (A), FC DC, GCOC.

The City will be responsible for the remaining premium cost of this coverage, after the required contribution is made by the employee in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act), as long as the cost of either Community Blue 3 or Blue Care Network HMO is within the following ranges of the lower priced of these two (2) coverages: 27.00% for single contract, 21.70% for two

person contract, and 10.00% for a family contract. Any costs in excess of the aforementioned ranges will be paid entirely by the employee.

All employees may voluntarily elect the following coverage (Community Blue Plan 1 PPO) with the difference in cost from the Community Blue Plan 3 PPO Base Plan(described above), including the employee contribution under PA 152 of 2011, being borne by the employee through payroll deduction.

Blue Cross/Blue Shield Community Blue PPO 1 (VOLUNTARY 'BUY UP' PLAN)

1. Hospitalization: Blue Cross Blue Shield Community Blue Plan 1: (Community Blue Basic, ASFP, BMT,CB-PCB, CRNA, CNM, CNP, DXTMG, EBMT, ECIP, ESRD, FC DC, GCO, GLE-1, HMN, ICMP, K260, PTFS-COMPS, PTS-PSG, SUBRO2, SOTPE, RAPS)
2. Prescription: Blue Cross Blue Shield Drug Rider: PD-CR \$15.00 GENERIC/\$30.00 BRAND, MOPD \$15.00 GENERIC/\$30.00 BRAND, PREFERRED RX, PD-BC2X, RXDAA
3. Dental: Blue Cross Blue Shield Group Dental Care: Class I - 100%; Class II - 80%, Class III - 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV - Orthodontics Services 50% lifetime limitation \$1000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)
4. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS (A), FC DC, GCOC.

B. DOUBLE COVERAGE

1. An eligible employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.
2. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for any insurance coverage provided by the City; if an employee is covered by his/her spouse's health insurance coverage, the employee may receive dental and vision coverage as provided in Section 14.8(A)(3) and 14.8(A)(4); the insurance provided in Section 14.8(D) shall be available for any person who retires from the City.
3. If an employee is covered by his/her spouse's health insurance and not covered under any of the City's insurance contracts (health/hospitalization, dental, vision, or prescription), then the employee shall receive a post-paid allowance in the amount of \$400, effective February 1, 2013, for each month that said employee is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

Should the employee's coverage under his/her spouse be terminated, the employee, upon notification to the City, will be immediately placed upon the City's health care coverage and the aforementioned post-paid allowance will be discontinued.

4. An employee shall not be eligible for the waiver payment if the City is subject to a penalty under the Affordable Care Act for not providing health insurance to that employee.

5. Conversion of coverage from or to the insurance plan described in this Section, or original coverage described above, will only be allowed during the annual re-opening period except for the initial conversion to the plan in Section 14.8(C)(3).

C. PA 152/AFFORDABLE HEALTH CARE ACT

1. If the City Council elects the “hard cap” option or the “80%-20%” option under PA 152 of 2011, the Union may re-open annually Article 14, Section 14.8(E) to discuss plan coverage and health insurance carriers. The request to re-open Article 14, Section 14.8(E) must be made within thirty (30) calendar days after notice to the Union of the applicable rates and decision by City Council.

2. The City may transfer employees and their dependents to health insurance provided through an exchange under the Affordable Care Act, provided that the benefits are substantially equal to or better than the “base plan”. The City may self-insure benefits to fill gaps between coverage in the base plan and the coverage through the exchange. In the event that the Affordable Care Act is repealed, employees shall be re-enrolled in the coverage they were in prior to the transfer to the exchange.

3. The City may re-open this Article regarding hospitalization insurance and prescription drug coverage if it is subject to a penalty under the Affordable Care Act due to employees’ premium contribution under PA 152 of 2011.

D. HOSPITALIZATION INSURANCE FOR RETIREES

1. Employees hired prior to February 1, 2008: The City shall provide a fully paid hospitalization benefit for all retired employees hired prior to February 1, 2008, and their spouse and dependents under the age of nineteen (19) years of age according to the following:

Hired prior to March 1, 2004:	100% paid by the employer
Hired between March 1, 2004: and January 31, 2008:	50% paid by employer if employee worked 10-19 years 100% paid by employer if employee worked 20+ years

Effective February 1, 2013, the drug rider will be \$15 Generic/\$30 Brand for all retiree health care coverage.

Employees who are members of the Defined Benefit Plan are eligible to receive retiree health insurance coverage (as described above) at any age after twenty-five (25) years of service or at fifty-five (55) years of age with ten (10) years of service. This coverage will also be continued as Blue Cross/Blue Shield Medicare Complementary Coverage when the retiree or spouse become eligible for Medicare. Benefits will continue as long as retirement payments are being made to the retiree or spouse.

Members of the Defined Contribution Plan, are eligible to receive retiree health insurance coverage (as described above) at any age after twenty-five (25) years of service or at fifty-five (55) years of age with ten (10) years of service. This coverage will also be continued as Blue Cross/Blue Shield Medicare Complementary Coverage when the retiree or spouse become eligible for Medicare.

2. Employees hired on or after February 1, 2008: The City agrees to establish a Retiree Health Savings (RHS) Plan. The City, and each participant, will each contribute \$1,300 per year (\$50 each by the City and employee per biweekly pay period) of pre-tax dollars to each participant's RHS account. The vesting schedule for the City's contribution will be fifty percent (50%) after ten (10) years of service and one hundred percent (100%) after twenty (20) years of service. In addition, the City's contribution will be fully vested at age 55 regardless of years of service.

This tax-exempt RHS plan replaces the traditional employer-paid health and prescription coverage offered to retirees hired prior to this date.

Duty-disability provisions under this plan will be provided guaranteeing retiree health insurance benefits equal to the provisions available to those who were hired after March 1, 2004 but before February 1, 2008. For non-duty disability cases, the employee will be entitled to the benefits earned to date.

Disability cases considered as likely to be permanent should be referred to the City Administrator for consideration and appropriate action. The City Administrator, in conjunction with the City Physician and the department head, shall review such disability cases.

In cases of a dispute between the employee's physician and the City physician, the City and Union will select a third physician for final determination.

E. The following provisions apply to Sections 14.8(A), 14.8(B) and 14.8(D).

1. Employees hired after January 27, 1994 shall be eligible for City-paid insurance as follows: (a) hospitalization and medical insurance - after six (6) months of continuous service (effective January 1, 2014, three (3) months of continuous service); (b) dental insurance - after six (6) months of continuous service; and all other benefits (paid leave and other insurance) after three (3) months of continuous service.

During the waiting period for any of these benefits, the employee may obtain coverage by paying the actual cost of the benefit(s).

The Employer reserves the right to waive the required time periods associated with hospitalization, medical, and dental insurance for probationary employees.

2. The City retains the right on all health insurance to provide equal coverage either through self-insurance or a carrier different than Blue Cross/Blue Shield.

3. In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this Article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leaves of absence occurs.

4. In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this Article for any month for which an employee receives actual compensation from

the City. In the event of an unpaid leave of absence granted under Article 11, Section 11.1(A) and 11.1(C), the City will continue coverage for a period not to exceed three (3) months and pay 100% of the premium cost.

5. The employee is responsible for notifying in writing the Personnel Office within thirty (30) days of any change in the number of his/her dependents. Costs incurred by the City for failure to notify may require reimbursement by the employee if no valid reason exists for failure to provide such notice. Annually, the City will notify members of the bargaining unit of provisions of the section.

6. The City and Union recognize that the matter of leave of absence for an employee during the period of his/her military service is controlled by applicable Universal Military Training and Service Act, as amended, and is interpreted by decisions of the courts and regulations of the administrative Agency administering any applicable act. The City agrees that when an employee who is a member of any of the armed services is activated and required to be on such leave from the City, the City agrees to continue to pay health care premiums for the employee as well as his/her dependent family members. This provision may be declared null and void effective January 31, 2006 at the discretion of the Employer.

14.9. Life Insurance. Employees hired after January 27, 1994 shall be eligible for this benefit after three (3) months of continuous service.

A. The City will provide and bear the cost of a life insurance policy for each regular classified employee in the amount of \$40,000 and \$40,000 Accidental Death and Dismemberment (AD&D).

B. Upon retirement, (not including deferred retirement) the life insurance will be reduced to \$5,000, premiums paid by the City, effective February 1, 1990. For members of the Defined Contribution Plan, this benefit will be available after twenty-five years of service or at the age of fifty-five (55) with ten (10) years of service.

14.10. Uniforms and Protective Clothing.

A. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer (subject to (B) below);

The cost of maintaining the uniform (including tailoring, dry cleaning and laundering) shall be paid by the employee. Each employee shall be furnished clean uniforms in accordance with the present practice.

B. The clothing allowance (including safety shoes) shall be \$450.00 per year.

Clothing allowance will be paid on or before November 1, of each year of the contract. This allowance is non-refundable upon resignation or retirement.

The City shall provide safety eye protection without charge to the employee. One (1) pair of standard, prescription safety glasses will be provided every other year, with lenses every year, at the City's cost. Glasses are to be obtained at the City-designated provider.

The City will provide each bargaining unit employee with two (2) sets of high quality leather (lined for winter, un-lined for summer) work gloves each year, during the week of October 1. Torn, damaged or lost gloves will not be replaced by the City.

14.11. Funeral Leave.

A. If a death occurs among members of an employee's immediate family or household, the employee may be granted up to three (3) days leave with pay.

B. Definition of Immediate Family: The immediate family includes only parents, grandparents, children, brothers, sisters of the employee or the employee's spouse, stepparents, stepbrothers, stepsisters and any other persons who are established members of the employee's household.

14.12. Long Term Disability (LTD). Employees hired after the execution of this Agreement shall be eligible for this benefit after three (3) months of continuous service.

A. The City will provide and bear the cost of Long Term Disability Insurance for eligible regular classified employees.

B. Benefit Amount: 50% of base salary to age 65; \$70,000.00 maximum annual covered salary; 90 day waiting period.

Standard Benefits: Standard two year nervous and mental benefits; \$50.00 minimum monthly benefit; Full maternity; Full family integration; Recurrent disability benefits; Cumulative Elimination Period; 24 month own occupation definition of disability.

C. A regular employee may purchase additional LTD coverage through payroll deduction on the following:

60% of base salary, or 66 2/3 % base salary, the cost to the employee will be based on the carrier's cost difference from 50% of base to 60%, or 66 2/3% of base, respectively.

D. In the event of voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this Article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leave of absence occurs.

E. In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this Article for any month for which an employee receives actual compensation from the City.

14.13. Pension. Pension ordinances, Chapter 2, Article IX, Retirement System of the Code of Ordinances, is hereby adopted by reference and made part of this contract.

The Pension provisions shall provide:

A. Requests for disability retirement must meet eligibility requirements of the Retirement System Ordinance. In cases of dispute between the employee's attending physician and the City physician, the City and Union will select a third physician for final review and determination.

The City reserves the right to waive, maintain or alter the requirements of Section 2-224, Disability Eligibility Requirements; Section 2-225, Disability Retirement Allowance; and Section 2-226, Re-examination of Disability Retirees of the Retirement System Ordinance. In no event will the pension benefits payable be less than the normal calculation of benefits for the applicable service credit.

B. The City reserves the right to offer to a bargaining unit employee an early retirement and waive, maintain or alter the provisions of Section 2-206 Definitions; Section 2-209, Credit Service Computations; and Section 2-271, General Member Retirement Allowance of the Retirement System Ordinance. Such offer of early retirement will be made with mutually agreeable parameters and/or time period.

C. The City shall allow retirement on a voluntary basis at twenty-five (25) years of credited service without regard to age; or age fifty-five (55) with ten (10) or more years of credited service. This provision will eliminate the two percent (2%) per year penalty.

D. The City shall become a reciprocal Community under Act 88, Public Acts of 1961, as amended, the Reciprocal Retirement Act.

E. The City offers a pension provision typically called the "Pop-up Provision". This provision allows for the pension benefit under options 2 or 3 to "pop-up" to the straight life benefit in the event of the death of, or divorce from, the beneficiary.

F. The maximum pension which can be earned by an employee in the Defined Benefit Plan hired after October 1, 1982 will be increased from 50% to 70% of final average compensation.

G. Final average compensation is defined as follows:

Final average compensation (except in the case of deferred retirement, a member's resignation or a members discharge) shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation more than twenty-five (25) percent.

Final average compensation shall also include an AFSCME member's overtime wages paid during the period used for computing the employee's final average compensation. Effective June 30, 2013, overtime wages will not be included in final average compensation.

H. In no event shall benefits set forth in the pension ordinance be lessened or reduced as a result of waiving, maintaining or altering any provisions, thereof.

I. Retirement Commission: This Commission presently consists of seven (7) members as set forth in Ordinance No. 937 (1992). AFSCME has no objection to an amendment to such ordinance by the City Council to increase the total membership to nine (9) by providing as follows: (a) that there be two (2) members elected by general city members - one (1) from AFSCME and one (1) from non-union members; and (b) one (1) member appointed by the Mayor with Council approval.

J. All employees hired after March 31, 2000 shall not be members of the City of Wyandotte Retirement System (defined benefit plan) but instead will become members of the City of Wyandotte Retirement System - Defined Contribution Plan. The City shall make an annual contribution of ten percent (10%) of the employee's base salary which he or she actually received in the prior calendar year. The employee shall be required to contribute five percent (5%) of base salary to the plan. Vesting in the plan shall occur after five years. Disability provisions under this plan will be provided utilizing the 401-Backstopping method. This method guarantees a disability benefit equal to the provisions outlined in the current Defined Benefit Plan.

K. The Union agrees to modify the Supplemental Retirement Allowance (13th Check) of the City of Wyandotte Retirement Ordinance to provide for a distribution formula that provides a greater benefit to pension recipients who have been retired for a longer period of time without increasing the gross amount distributed to all eligible retirees. This provision will be reviewed with the Union prior to implementation. This change will be effective when all affected collective bargaining units agree to change this element of the Retirement Ordinance.

14.14. Education. The City shall pay up to \$2,000 annually (calendar year) for seniority members of the bargaining unit who take courses in accordance with the City's Educational Assistance Program. Refer to Exhibit H for details regarding this program.

The City will make all attempts to reimburse employees within thirty (30) calendar days upon receipt of proper documentation, as per the established scale.

ARTICLE 15 - TERMINATION AND MODIFICATION

15.1. This Agreement shall continue in full force and effect until 11:59 P.M., December 31, 2018.

15.2. Unless described in this document, or identified in this Paragraph, the remaining Articles and Letters of Understanding from the 2008-2013 Collective Bargaining Agreement shall be incorporated into the 2013-2018 Collective Bargaining Agreement without change.

A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party gives notice of proposed amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice to the current termination date.

B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

C. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union to 600 W. Lafayette, Detroit, MI 48226 and if to the Employer, addressed to 3131 Biddle Avenue, Wyandotte, Michigan 48192, or to any such address as the Union or the Employer may make available to each other.

EXECUTION

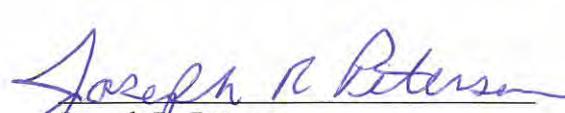
In witness whereof the parties hereto have caused this instrument to be executed on the day and year written below to take effect as of: February 1, 2013.

American Federation of State,
County, and Municipal Employees
Affiliated with AFL-CIO

City of Wyandotte
A Michigan Municipal Corporation



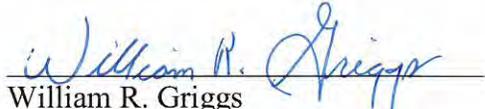
Tim Calhoun
President



Joseph R. Peterson
Mayor



AFSCME Council 25



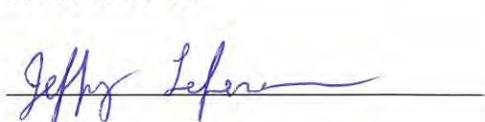
William R. Griggs
City Clerk

In Presence Of:





In Presence Of:



Dated: 3-21-2013

EXHIBIT "A"
SEASONAL LABORER

General Statement of Duties: Employees in this class work under close supervision of a department head to be knowledgeable about the facets of work which may include simple manual labor, operation of certain equipment and perform related duties.

Examples Of Duties Which May Be Performed:

Gardening with the use of hand equipment.

Watering of grass and trees.

Cutting grass with the use of hand mowers.

Cleaning and maintenance of garage.

Pickup of litter in public areas.

Painting of fences, buildings, etc.

Maintenance of public facilities in parks.

Assist in a training capacity in street patching, such as raking, shoveling, use of air hose, removal of cement and use of jackhammer.

Assist in a training capacity in minor repair work.

Assist in a training capacity at the garbage collection transfer station.

(Participants will not drive truck on or off collection transfer hill).

Assist in a training capacity in the maintenance and installation of traffic and street signs.

Manual Laborers may operate/drive the following stated equipment: All Dump Trucks, Tractor, Load Packer, Cars, Vans, All Pick-Ups and Sign Trucks.

NOTE: Other equipment may be included if agreed upon by the parties of this Agreement.

Manual Laborers May NOT:

Operate transfer diesel trucks, sweeper, semi-trucks, cement trucks, rollers, vactors, cherry pickers, back-hoe, front-end loaders, bulldozers, and may not operate motorized spray equipment without being accompanied by a bargaining unit employee whenever one is available who is regularly scheduled to work.

NOTE: Other equipment may be excluded based upon the City's determination.

Qualifications:

Physical condition adequate to perform work.

Ability to follow simple oral and written instructions.

Participants will not work out of classification and therefore will not receive out of classification pay.

“EXHIBIT “B”

**City of Wyandotte-AFSCME Local #894
Roster of Arbitrators
Article VII, Step 4**

1. Mark Glazer
2. Paul Glendon
3. Ted St. Antoine
4. David Grissom
5. Pat McDonald

EXHIBIT "C"

Exhibit "C"

City of Wendell
 Wage Schedule - 2/1/13 through 12/31/15
 AFSCME Local 804

Classification	Start	1	2	3	4	5	6	7	8	9	10
Laborer/	\$25,438.40	\$27,809.60	\$30,201.60	\$32,531.20	\$34,944.00	\$35,755.20	\$37,003.20	\$38,209.60	\$38,979.20	\$39,748.80	\$40,518.40
Equipment Operator	\$978.40	\$1,059.60	\$1,161.60	\$1,251.20	\$1,344.00	\$1,375.20	\$1,423.20	\$1,469.60	\$1,499.20	\$1,528.80	\$1,558.40
	\$12.23	\$13.37	\$14.52	\$15.64	\$16.80	\$17.19	\$17.79	\$18.37	\$18.74	\$19.11	\$19.48
Mechanic	\$38,979.20	\$39,748.80	\$40,518.40	\$40,976.00							
	\$1,499.20	\$1,528.80	\$1,558.40	\$1,576.00							
	\$18.74	\$19.11	\$19.48	\$19.70							

Certifications

<u>Mechanics</u>	
\$	0.15 each light (including passenger)
\$	0.20 each heavy (including tanker license, Class A)
\$	1.50 Maximum - Master Auto Mechanic (8)
\$	1.50 Maximum - Master Heavy Truck Mechanic (6)
\$	2.75 Maximum Certification Premium included in FAC/401A
<u>Operators</u>	
\$	0.50 premium for Tanker License (included in FAC/401A)
\$	0.50 premium for Class A License (included in FAC/401A)

Note: Employees must meet equipment qualification and seniority standards to be eligible for step increases

EXHIBIT "D"
DRIVER'S RECEIPT

I acknowledge receipt of the CITY OF WYANDOTTE'S Alcohol and Substance Abuse Policy.
I agree to familiarize myself with this Alcohol and Substance Abuse Policy.

Driver's Signature

Date

City of Wyandotte

I have read and understand the content of the CITY OF WYANDOTTE'S
Policy on Alcohol and Substance Abuse.

Driver's Signature

Date

City of Wyandotte

Note: This receipt shall be read and signed by the driver. A responsible City Official shall countersign the receipt. This receipt will be placed in the driver's confidential alcohol and drug file.

EXHIBIT "E"

ALCOHOL AND SUBSTANCE ABUSE POLICY

I. STATEMENT OF POLICY

The City of Wyandotte (referred to as "the City") has a responsibility to comply with the U.S. Department of Transportation's Regulations regarding testing of all AFSCME Local #894 employees and DPS Supervisors (hereafter referred to as "driver(s)"). To accomplish that end, the City cannot condone and will not tolerate any of the following behaviors by its drivers:

- A. Possession or use of illicit drugs.
- B. Abuse including self medication of legal (prescription or over-the-counter) drugs.
- C. Sale, purchase, transfer, use or possession of illegal drugs or prescription drugs not specifically prescribed to the employee.
- D. Abuse of alcohol as defined in Section IV.
- E. Arrival for work or working under the influence of alcohol or illegal drugs as defined in Section IV.
- F. No driver shall ingest any controlled or prescribed substance except under the direction of a medical doctor or doctor of osteopathy nor shall any driver ingest any prescribed or over-the-counter medicine or drugs in amounts beyond the printed package recommended, or physician directed, dosage.

The testing of driver's breath for alcohol and urine for drugs is an effective means to identify those in need of counseling, treatment, or disciplinary action.

II. CATEGORIES OF DRIVERS SUBJECT TO ALCOHOL AND DRUG TESTING

All DPS AFSCME Local #894 members, DPS Supervisors and seasonals with CDL's Class B.

III. WHEN IS THE DRIVER REQUIRED TO BE IN COMPLIANCE WITH THE ALCOHOL AND DRUG TESTING RULES

A driver is considered performing a safety-sensitive function when he/she is on duty. "On duty time" means all time paid by the City from the time a driver begins to work, until the time he/she is relieved from work and all responsibility for performing work. An employee who takes over the counter medication which impairs driving or operating heavy machinery may decline to return to work and may take paid sick leave. The employee may also advise the MRO he has taken over-the-counter medication or doctor prescribed drugs.

No driver shall be on duty within four hours after using alcohol; therefore, the period of the work day which you must be in compliance would be four (4) hours before going on duty.

IV. CONDUCT PROHIBITED

The prohibited practices are:

- A. No driver shall report for duty or remain on duty while having an alcohol concentration of 0.04 or greater. A driver with an alcohol concentration of 0.02 but less than 0.04 must be relieved of his duty for 24 hours without pay.

- B. No driver shall be on duty while the driver possesses alcohol.
- C. No driver shall use alcohol while on duty.
- D. No driver shall be on duty within four (4) hours after using alcohol.
- E. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until he/she under goes a post-accident alcohol test, whichever occurs first.
- F. No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- G. No driver shall report for duty or remain on duty if the driver tests positive for controlled substances.
- H. No driver shall refuse to submit to an alcohol or a controlled substance test under the following requirements:
 - 1. Post-Accident
 - 2. Random
 - 3. Reasonable Suspicion
 - 4. Follow-up

A driver who refuses to submit to alcohol or controlled substance testing shall be considered insubordinate, subject to discipline and shall not remain on duty. A driver who submits to alcohol or controlled substance testing and fails that testing, shall be subject to either discipline or a last chance agreement, as described in Section XX.

V. FREQUENCIES AND PATTERNS UNDER WHICH A DRIVER MAY BE TESTED

Individuals will be tested for the presence of alcohol in the breath and drugs in the urine under any and/or all of the conditions listed below:

- A. Pre-employment Testing: Prior to the first time an employee reports to work he/she shall undergo testing for controlled substances or alcohol.
- B. Post-Accident Testing: As soon as possible following an accident involving a commercial motor vehicle, the City shall test for alcohol and controlled substances each surviving driver:
 - 1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved a loss of human life; or
 - 2. Who receives a citation under State or local law for a moving traffic violation arising from the accident, or

A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the City to have refused to submit to testing. The employee shall be paid at straight time for the period he is required to remain available. Tests shall be given within the time limits of Section 382.303 of the DOT regulations; however, "READILY AVAILABLE" shall only include time the employee is required to travel to or be present at the testing facility.

The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State, or local requirements, and that the results of the tests are obtained by the City.

- C. Random Testing: Random testing will be conducted on an un-announced basis. The minimum annual percentage rate for random alcohol testing shall be 25 percent and the minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions within the City's selected testing program.

The City shall require each driver who is notified of selection for random alcohol and/or controlled substance testing to proceed to the test site immediately.

- D. Reasonable Suspicion Testing: The City shall require a driver to submit to an alcohol test when the City has reasonable suspicion to believe that the driver has violated the prohibitions concerning alcohol provided union representation is present. The City's determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the driver.

The City shall require a driver to submit to a controlled substance test when the City has reasonable suspicion to believe that the driver has violated the prohibitions concerning controlled substances. The City's determination that reasonable suspicion exists to require the driver to undergo a controlled substance test must be based on specific, contemporaneous, articulable observations concerning appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The required observation for alcohol and/or controlled substances reasonable suspicion testing shall be made by a supervisor or City official who is trained in alcohol misuse and controlled substances use. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver.

Alcohol testing is authorized only if the observations are made during the period of the work day that the driver is required to be in compliance.

A written record shall be made of the observations leading to a controlled substances reasonable suspicion test, and signed by the supervisor or City official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier. A copy of the written record shall be given to the Union, at the employee's written request.

- E. Return to Duty Testing: The City shall ensure that before a driver returns to duty after engaging in conduct prohibited concerning alcohol, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

The City shall ensure that before a driver returns to duty after engaging in conduct prohibited concerning controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The alcohol and drug re-testing shall be paid for by the driver. The driver may use City provided health insurance if covered by that Policy.

- F. Follow-up Testing: Following a determination under 49 CFR, 382.605(b) that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances use, the City shall ensure that the driver is subject to un-announced follow-up alcohol and/or controlled substances testing as directed by a Substance Abuse Professional (SAP) in accordance with the

provisions of 49 CFR, 382.605 (C)(2)(ii). The testing shall be paid for by the driver. The driver may use the City provided health insurance, if covered by that Policy.

The driver shall be subject to un-announced follow-up alcohol and/or controlled substances tests administered by the City following the driver's return to duty. The follow-up testing must consist of at least six tests in the first 12 months following the driver's return to duty.

Follow-up testing shall be a minimum of one year and not exceed 60 months from the date of the driver's return to duty.

VI. ALCOHOL TEST PROTOCOL

Alcohol testing will use a two-tiered technique. Initially, the breath will be subjected to a screening test. If the screening test indicates an alcohol concentration of 0.02 or higher, the driver will be asked to take a breathalyzer test. The second test is referred to as a confirmation test.

If the confirmation test confirms an alcohol concentration level of 0.02 or greater but less than 0.04, the employee will be relieved from duty without pay as follows:

- 1st Offense: 24 Hour Suspension Without Pay
- 2nd Offense: 24 Hour Suspension Without Pay
- 3rd Offense: 3 Day Suspension Without Pay
- 4th Offense: 2 Week (10 Work Days) Suspension Without Pay and employee must see the SAP
- 5th Offense: Termination (No Last Chance Agreement)

Discipline for the above offenses shall progress according to the schedule for violations within a two (2) year period.

Article VI, Section 2 (B)(7)(9) of the 1993 collective bargaining agreement shall be amended as follows:

- (7) Possession of or drinking alcohol while on duty.
- (9) Possession of controlled substance.

If the confirmation tests confirm an alcohol concentration level of 0.04 or higher, the person is subject to either discipline or a last chance agreement under Section XX but will also be provided with a referral to a substance abuse professional (SAP) under Section XXII.

To insure consistency and uniformity of breath collection, the following procedure shall be followed when breath is collected for the purpose of alcohol testing:

A. Procedures for Alcohol Screen Testing:

1. When the driver enters the alcohol testing location, the Breath Alcohol Technician (BAT) or Screening Test Technician (STT) will require him or her to provide positive identification (e.g., through use of a photo ID card of identification by a City representative). On request by the driver, the BAT or STT shall provide positive identification to the driver. The BAT shall explain the testing procedures to the driver.

2. The BAT shall complete Step 1 on the Breath Alcohol Testing Form. The driver shall then complete Step 2 on the form, signing the certification. REFUSAL BY THE DRIVER TO SIGN THIS CERTIFICATION SHALL BE REGARDED AS A REFUSAL TO TAKE THE TEST.
3. An individually-sealed mouthpiece shall be opened in view of the driver by the BAT and attached to the Evidential Breath Testing device (EBT) in accordance with the manufacturer's instructions.
4. The BAT shall instruct the driver to blow forcefully into the mouthpiece for a least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.
5. If the EBT does meet the requirements of 49 CFR, 40.53 (b) (1) through (3), the BAT shall insure, before the screening test is administered for each driver, that he or she and the driver read the sequential test number displayed by the EBT.

If the EBT does not meet the requirements of 49 CFR, 40.53 (b) (1) through (3), the BAT shall show the driver the result displayed on the EBT. The BAT shall record the displayed result, test number, testing device, serial number of the testing device, time and quantified result in Step 3 of the form. The BAT shall also record the test number, date of the test, name of the BAT, location, and quantified test result in the log book. The driver shall initial the log book entry. If the EBT provides a printed result, but does not print the results directly onto the form, the BAT shall show the driver the result displayed on the EBT. The BAT shall then affix the test result printout to the breath alcohol test form in the designated space, using a method that will provide clear evidence of removal (e.g. tamper-evident tape). If the EBT prints the test results directly onto the form, the BAT shall show the driver the result displayed on the EBT.

6. In any case in which the result of the screening test is an alcohol concentration of less than 0.02, the BAT shall date the form and sign the certification in Step 3 of the Form. The driver shall sign the certification and fill in Step 4 of the form.

No further testing is authorized. The BAT shall transmit the result of less than 0.02 to the City in a confidential manner, and the City shall receive and store the information so as to insure that confidentiality is maintained as required by 49 CFR, 40.8. If the driver does not sign the certification in Step 4 of the form or does not initial the log book entry for a test, it shall not be considered a refusal to be tested. In this event, the BAT shall note the driver's failure to sign or initial in the "Remarks" section of the form.

If a test result printed by the EBT does not match the displayed result, or if a sequential test number printed by the EBT does not match the sequential test number displayed by the EBT, prior to the screening test, the BAT shall note the disparity in the "Remarks" section. Both the driver and the BAT shall initial and sign the notation. In accordance with 49 CFR, 40.79, the test is invalid and the driver shall be so advised.

7. If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed.

8. If the confirmation test is conducted by a different BAT, the BAT who conducts the screening test shall complete and sign the form and log book entry. The BAT will provide the driver with Copy 2 of the form.

When a non-evidential alcohol screening test is conducted, the STT shall explain the testing procedures to the driver.

B. Procedures for Alcohol Confirmation Testing:

1. If a BAT other than the one who conducted the screening test is conducting the confirmation test, the new BAT shall follow the procedures for alcohol screen testing.
2. The BAT shall instruct the employee not to eat, drink, put any object or substance in his/her mouth, and to the extent possible, not belch during a waiting period before the confirmation test. The time begins with the completion of the screening, and shall not be less than 15 minutes.

The confirmation test shall be conducted within 30 minutes of the completion of the screening test. The BAT shall explain the test will be conducted at the end of the waiting period, even if the driver has disregarded the instruction. If the BAT becomes aware that the instructions were not complied with, the BAT shall so note in the "Remarks" section of the form.

3. If a BAT other than the one who conducted the screening test is conducting the confirmation test, the new BAT shall initiate a new Breath Alcohol Testing form. The BAT shall complete Step 1 on the form. The driver shall then complete Step 2 on the form, signing the certification. REFUSAL BY THE DRIVER TO SIGN THIS CERTIFICATION SHALL BE REGARDED AS A REFUSAL TO TAKE THE TEST. The BAT shall note in the "Remarks" section of the form that a different BAT conducted the screening test.

In all cases, the procedures in A 2, 3, and 4 above shall be followed. A new mouthpiece shall be used for the confirmation test.

4. Before the confirmation test is administered for each driver, the BAT shall ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00 the BAT shall conduct one more air blank. If the reading is greater than 0.00, that instrument shall be taken out of service.
5. Before the confirmation test is administered for each driver, the BAT shall ensure that he/she and the driver read the sequential test number displayed by the EBT.
6. IN THE EVENT THAT THE SCREENING AND CONFIRMATION TEST RESULTS ARE NOT IDENTICAL, THE CONFIRMATION TEST RESULT IS DEEMED TO BE THE FINAL RESULT UPON WHICH ANY ACTION UNDER OPERATING ADMINISTRATION RULES SHALL BE BASED.
7. If the EBT provides a printed result, but does not print the results directly onto the form, the BAT shall show the driver the result displayed on the EBT. The BAT shall then affix the test result printout to the breath alcohol test form in the designated space, using a method that will provide clear evidence of removal (e.g. tamper-event tape).

If the EBT prints the test results directly onto the form, the BAT shall show the driver the result displayed on the EBT.

8. Following the completion of the test, the BAT shall date and sign the certification in Step 3 of the form. The driver shall sign the certification and fill in Step 4 of the form. If the driver does not sign the certification in Step 4 of the form, it shall not be considered a refusal to be tested. In this event, the BAT shall note the driver's failure to sign in the "Remarks" section.

If a test result printed by the EBT (see paragraph B 7) does not match the displayed result, or if a sequential test number printed by the EBT does not match the sequential test number displayed by the EBT prior to the confirmation test (see paragraph B 5), the BAT shall note the disparity in the "Remarks" section. The driver and the BAT shall initial and sign the notation. The test is invalid and the driver shall be so advised.

9. The BAT shall transmit all results to the City in a confidential manner.

C. Refusal to Test and Uncompleted Test:

Refusal by a driver to complete and sign the alcohol testing form required by step 2, to provide an adequate amount of breath, or otherwise to cooperate in a way that prevents the completion of the testing process, shall be noted by the BAT or STT in the "Remarks" section on the form. THIS CONSTITUTES A REFUSAL TO TEST. The testing process shall be terminated, and the BAT or STT shall immediately notify the City.

If a driver is unable to provide a sufficient breath to complete a test on a non-evidential breath testing device, and/or if a driver attempts and fails to provide an adequate amount of breath on an EBT device, the City shall:

Direct the driver to obtain, as soon as practical after the attempted provision of breath, an evaluation from a licensed physician who is acceptable to the City concerning the driver's medical ability to provide an adequate amount of breath.

If the physician determines there is a medical condition or a high degree of probability causing the driver's failure to provide an adequate amount of breath shall not be deemed a refusal to take a test.

If the licensed physician cannot make a reasonable medical judgment, and is unable to make the determination what caused the driver's failure to provide an adequate amount of breath that SHALL BE REGARDED AS A REFUSAL TO TAKE A TEST.

VII. WHAT SUBSTANCES ARE TO BE TESTED IN THE URINE

Urine drug testing will be conducted in conjunction with each of the following categories listed in Part V to determine and/or identify the presence of any controlled substance (or category of controlled substance) listed below:

1. Marijuana
2. Cocaine
3. Opiates

4. Phencyclidine (PCP)
5. Amphetamines

Detection thresholds consistent with the available technology have been established for each of the drugs/drug group shown above. These detection thresholds will be used uniformly in the interpretation of all drug tests. In all cases, the testing will utilize a two-tiered technique. Initially, all specimens will be subjected to a screening analysis using FDA approved drug screening reagents.

If a specimen produces a positive result at or above the detection threshold, that specimen will then be subjected to a second level confirmation procedure utilizing Gas Chromatography/Mass Spectroscopy technology. Only if both the screen and the GC/MS are positive at or above their respective detection thresholds will the urine be considered positive for that drug(s). If the GC/MS fails to confirm the findings of the original screening procedure, the substance will be reported non-detectable (i.e. (negative)) in the urine.

VIII. DETECTION THRESHOLDS FOR ABUSED SUBSTANCES

The detection thresholds shown below will be used to differentiate between positive and negative finding. The thresholds will be applied uniformly and without bias to all urine being tested. It shall be the responsibility of the testing facility to verify at the levels specified below. Results will indicate only the presence or absence of the substance in question and will give no indication of semi-quantitative levels. This will prevent any driver from being treated with bias or prejudicial behavior.

SUBSTANCES	SCREEN THRESHOLDS	CONFIRMATION THRESHOLDS
1. Marijuana	50 ng/ml	15 ng/ml
2. Cocaine	300 ng/ml	150 ng/ml
3. Opiates	300 ng/ml	300 ng/ml
4. Phencyclidine (PCP)	25 ng/ml	25 ng/ml
5. Amphetamines	1000 ng/ml	500 ng/ml

NOTES:

1. City management retains the right to modify these detection thresholds (as technological advances become available) if mandated by changes in existing Federal and/or State regulations. Should this occur, all affected drivers will be notified of the new thresholds.
2. City management retains the right to add or delete substances from the lists shown in Part VII if mandated by changes in existing Federal and/or State Regulations.

IX. EXCLUDED TESTING

The City specifically limits its testing to the drugs listed in Part VII when determining the following:

1. Temperature of the specimen will be determined at the time of collection.
2. Specific Gravity will be determined..
3. pH will be determined.
4. Urine Creatinine will be determined.

These additional tests will be conducted to ensure that the specimen provided by the driver meets the technical quality requirements for the testing and that no attempt has been made on the part of the driver to alter or substitute any specimen.

The City specifically prohibits the urine to be used for any other reason than to determine the presence of the controlled substances listed in Part VII. Specifically prohibited is testing for alcohol, pregnancy, diabetes, any genetic disease and/or trait, and any other disease or medical condition that could be detected in the urine specimens by established clinical technology.

X. SPECIMEN COLLECTION PROTOCOL

To insure consistency and uniformity of specimen collections, the following procedure shall be followed when any specimen is collected (except for Post-Accident Testing) for the purpose of abused substance testing.

A. Procedures for Controlled Substance Testing:

1. The collection site personnel will ask the donor to provide a driver's license for identification purposes. The collection site personnel will ask the donor to remove any jackets, sweaters, coats, etc. The donor will be instructed to leave any purses, briefcases, etc. in a secure place until the necessary specimen has been collected. The donor may likewise request identification of the collection site personnel.
2. Collection site personnel will select a drug testing form, and will have the donor complete the top portion of the form with the appropriate demographic information, in accordance with the instructions given and attached to the collection/chain of custody form. **ANY FAILURE ON THE PART OF THE DONOR TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN IMMEDIATE MEDICAL UNQUALIFICATION.** The collection site person will notify the designated city official immediately.
3. The donor will be permitted to select a specimen collection kit from those available. Collection site personnel are not to select the collection kit for the donor.
4. The donor will be instructed to open the wrapped collection kit and remove the contents contained therein. The donor will complete the label attached to the form in accordance with the instructions given and attached to the collection/chain of custody form. **ANY FAILURE ON THE PART OF THE DONOR TO PROVIDE THE REQUIRED INFORMATION WILL RESULT IN IMMEDIATE MEDICAL UNQUALIFICATION.** The collection site person will notify the designated City official immediately.
5. The collection site personnel will inform the donor that the split sample method is being used and he/she must provide a least 45 ml of urine. The container can be a single unit capable of containing the two specimens within the single unit or a collection container can be used.
6. The donor will be escorted to the collection area by the collection site personnel. In the event that a shared facility must be used for specimen collection, the collection site staff must ensure that no other individual occupies or utilizes the facility while the donor is providing the specimen.

7. The donor will be instructed to void directly into the chosen specimen container. Female donors will be provided with appropriate adapters to ensure ease of collection. The donor WILL NOT BE ACCOMPANIED INTO THE ACTUAL COLLECTION AREA. NO WITNESSING OF THE ACTUAL VOIDING OF THE SPECIMEN IS PERMITTED. Collection site personnel will instruct the donor to provide the urine specimen and upon completion, to immediately give the specimen container to the collection site personnel. COLLECTION SITE PERSONNEL WILL NOT LEAVE THE AREA UNTIL THE DONOR EMERGES.
8. The donor will accompany the specimen back to the collection area. Upon arrival, the collection site personnel will instruct the donor to remain while final processing is completed. ANY REFUSAL ON THE PART OF THE DONOR TO REMAIN IN THE COLLECTION AREA WILL RESULT IN IMMEDIATE UNQUALIFICATION. The collection site person will notify the designated official immediately.
9. Within four (4) minutes, the collection site personnel will determine the temperature of the specimen to the nearest 0.1 degree Fahrenheit and record this information on the chain of custody form. The collection site personnel will assess the quality of the urine against the pre-established standards for specimen quality shown below:

Temperature Between 90.5 and 99.8 F. (UNLESS THE DONOR CAN DEMONSTRATE AN INCREASE IN ORAL TEMPERATURE AND THIS MUST BE DOCUMENTED)

If the specimen does not meet the above standard, the donor will be notified. The donor will be instructed that a second specimen must be provided within three (3) hours. A REFUSAL BY THE DONOR TO PROVIDE A SECOND SPECIMEN, OR A FAILURE TO PROVIDE A SECOND SPECIMEN IN THE ALLOTTED TIME WILL RESULT IN IMMEDIATE MEDICAL UNQUALIFICATION. The collection site personnel will notify the designated city immediately.

10. When an acceptable specimen has been obtained, the collection personnel will cap and seal the specimen container if a single unit container is used.

If a collection container is used, the collection site personnel, in the presence of the donor, will pour the urine into two specimen bottles. Thirty (30) ml shall be poured into one specimen bottle, to be used as the primary specimen. At least 15 ml shall be poured into the other bottle, to be used as the split specimen.

If a single specimen bottle is used as a collection container, the collection site personnel, in the presence of the donor, shall pour 15 ml of urine from the specimen bottle into a second specimen bottle (to be used as the split specimen) and retain the remainder (at least 30 ml) in the collection bottle (to be used as the primary specimen).

A REFUSAL BY THE DONOR TO WITNESS THE SEALING OF THE SPECIMEN CONTAINER WILL RESULT IN IMMEDIATE MEDICAL UNQUALIFICATION. The designated individual in City management will be notified.

11. The collection site personnel will remind the donor that he/she may wish to write down information regarding the use of any prescription and/or non-prescription medication within that last thirty (30) days. This information may be recorded by the donor on the reverse side of the collection/chain of custody form (Copy 5 - Donor).

THIS IS NOT MANDATORY INFORMATION. THE DONOR MAY RECORD THIS INFORMATION AT THE TIME OF COLLECTION TO SERVE AS A REMINDER THAT MEDICATION IS BEING TAKEN AT THE TIME OF THE COLLECTION. IT WOULD AID THE MEDICAL REVIEW OFFICER IN THE INVESTIGATION OF A POSITIVE TEST. THIS INFORMATION WILL NOT BE DISCLOSED TO ANY CITY INDIVIDUAL. IT IS FOR THE SOLE AND EXCLUSIVE USE OF THE MEDICAL REVIEW OFFICER TO AID IN INTERPRETING THE RESULTS OF THE URINE DRUG TEST.

12. The donor will be asked to review all information on the form and the container label for accuracy. In the event that errors are found, THE ENTIRE COLLECTION PROCEDURE IS TO BE REPEATED.
13. Both the collection site personnel and the donor will then sign and date the form in the appropriate spaces provided.
14. The collection site personnel will then place the completed chain of custody form and the corresponding specimen into a designated shipping container, and secure the specimen for shipment.
15. The donor will be informed that the procedure has been completed, and he/she may leave.
16. The donor will be informed by the collection site personnel that the test results will be sent to the City's designated Medical Review Officer.

XI. REVIEW OF TEST RESULTS

To ensure that every driver who is subject to testing is treated in a fair and impartial manner, the City has retained the services of a Medical Review Officer (MRO). This individual is a licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.) with knowledge of drug abuse disorders. It is the Medical Review Officer's responsibility to review the results of each drug test performed by the City's National Institute for Drug Abuse (NIDA) certified laboratory prior to the results being made available to the designated City Official.

A. Driver's Right to Affirmative Defense:

In the event that any driver tests positive for any of the drugs at or above the specified thresholds, the driver will be afforded the opportunity to explain the findings to the MRO prior to issuance of a positive report to the designated city official(s). Upon the receipt of a positive finding, the MRO will contact or attempt to contact the driver by telephone or in person. The MRO will inform the driver of the positive findings, and afford the driver an opportunity to rebut or offer an explanation of the findings. The employee shall also be given the opportunity to produce a prescription, receipt or drug vial to the MRO, or, the City D.P.S. Superintendent, and, or, the substance abuse professional. The MRO can request information on the recent medical history and on medication taken by the driver within the last thirty (30) days. In the event that the MRO finds support in the

explanation offered, the driver may be asked to provide documentary evidence (i.e. names of treating physicians, pharmacies where prescriptions have been filled, etc.) to support the driver's claim. A failure of the driver to provide documentary evidence will result in the issuance of a positive report to the driver with no attendant medical explanation. A MEDICAL UNQUALIFICATION WILL BE THE RESULT. The employee shall be subject to either discipline or a last chance agreement.

In those cases where appropriate documentary evidence is provided to the MRO, a negative report will be issued to the designated City official(s).

If the MRO cannot make contact with an employee within five (5) days the MRO may contact the appropriate City official, such as the DPS Superintendent or City Engineer, to advise the employee to contact the MRO. The MRO should not reveal the test result or any information about the drug test.

The MRO may verify a test as positive without having communicated directly with the employee about test results in only three (3) CIRCUMSTANCES:

1. The employee expressly declines the opportunity to discuss the test
2. Within five (5) days of a documented contact by the DPS Superintendent or City Engineer instructing the employee to contact the MRO and the employee has not done so.
3. Other circumstances provided for in DOT agency drug testing regulations.

XII. REPORT OF RESULTS

All results of testing will be reported to the MRO prior to their issuance to designated City official(s). The MRO will receive from the testing laboratory, a detailed report of the findings on the specimen. Each drug tested for will be listed along with the results of the testing. The City will not receive a copy of this report from the MRO. The City will receive a summary report only, that will indicate that the driver has passed or failed the drug test. The City will be notified of the specified drugs(s) for which the driver tested positive.

A. Storage of Test Results:

To protect the confidentiality of the driver, all records of drug testing will be stored separate and apart from the driver's general personnel and qualification files. These records shall be maintained under lock and key at all times. Access is limited to those designated City official(s) with need to know. The information in these files will be utilized only to properly administer these policies for review by certifying agencies as required under Federal and/or State Law. No other use will be made of this information.

B. Confidentiality of Records:

Certain designated City official(s) will have access to these files. They are charged with the responsibility of maintaining the confidentiality of these records.

C. Driver's Right to Test Results:

Any driver tested under this policy has the right to view and/or receive a copy of the test results. A driver may request from the designated City official in writing that a copy of the test results be provided to him/her. The City will promptly comply with this request and will issue to the driver a copy of these results.

XIII. QUALITY ASSURANCE

The City recognizes a responsibility to its drivers to ensure that drug testing is performed at the highest possible standards. To this end, the City has established a policy that blind samples will be submitted to its testing laboratory. The blind samples will be submitted by the City or its consortium at a rate of 3 per 100 specimens submitted. The testing laboratory will receive these samples in a manner that will not allow them to distinguish the quality assurance samples from actual urine test. Any failure on the part of the testing laboratory to properly perform blind sample testing will result in an immediate review by City management of the testing facility with notification to the union. The Union shall be given a copy of the testing results, upon written request by the employee.

XIV. FORMS

A. Alcohol:

A U.S. Department of Transportation (DOT) Breath Alcohol Testing Form is used to record alcohol in the breath.

The form consists of three parts:

1. Original-Forwarded to the City
2. Copy 2-Given to driver
3. Copy 3-retained by the Breath Alcohol Technician or Screening Test Technician.

B. Controlled Substances:

A Federal Drug Testing Custody and Control Form is used to record drugs in the urine.

The form consists of seven parts:

1. Original-Must accompany specimen to the laboratory
2. Copy 2-Must accompany specimen to the laboratory
3. Copy 3-Must accompany split specimen to the laboratory
4. Copy 4-Sent directly to the Medical Review Officer
5. Copy 5-Given to Donor
6. Copy 6-Retained by the Collector
7. Copy 7-Forward to the City

XV. REFUSAL TO SUBMIT TO A TEST

A. Refusal to Submit to a Test:

1. The Federal Motor Carrier Safety Regulations provide that a driver shall not refuse to submit to an alcohol or controlled substances test concerning a post-accident test, random test, reasonable suspicion test, or a follow-up test.
2. The City shall not permit a driver who refuses to submit to a required test to remain on duty. Such refusal shall be considered a positive test result.

3. In alcohol testing, the refusal to sign the certification in Step 2 on the form is regarded as a refusal to take the test. Not providing an adequate amount of breath may under certain conditions, be regarded as refusal to take a test.
4. In drug testing, failure to provide sufficient urine may constitute a refusal. The employee shall be permitted to no more than eight (8) hours upon arrival at the testing facility to give a sample, during which time he/she shall remain in the testing area, under observation, however, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination.

B. Consequences for Driver Who Tests 0.04 BAC and Above:

A driver who tests 0.04 above:

1. Discipline or last chance agreement as specified in Section XX "Positive Test Results".

C. Consequences of a Test Over 0.02 BAC But Less Than 0.04 BAC

1. A driver who is found to have a BAC of 0.02 or greater but less than 0.04: see Section XI.

D. Consequences of a Positive Drug Test: A driver who tests positive for drugs:

1. Discipline or last chance agreement as specified in Section XX "Positive Test Results".

XVI. REFERRAL, EVALUATION & TREATMENT

A. Referral:

Drivers who, prior to being selected for testing or being investigated for drug or alcohol abuse, voluntarily admit that they are drug or alcohol abusers will be referred to a Substance Abuse Professional (SAP) for evaluation.

Each Driver who has engaged in conduct prohibited in Part IV of this policy, whether or not disciplined and whether or not terminated from DPS employment, will be advised by the City of resources available to the driver in the evaluation and treatment of substance abuse problems. The information will include the name, address and telephone number or treatment programs known to the City. The information provided by the City shall not constitute or be considered to be an endorsement of any particular program or SAP by the City.

B. Evaluation:

Evaluations shall be by a SAP who shall determine assistance needs, if any, and treatment program content consistent with the diagnosis. Drivers voluntarily admitting to being drug or alcohol abusers in accordance with Part XVI, Paragraph A, may be reinstated to duty after taking alcohol and substance abuse tests with results of less than 0.02 for alcohol and a verified negative result for controlled substances. In addition, persons returning to work after voluntarily admitting to substance or alcohol abuse shall be subject to unannounced follow up alcohol and/or controlled substance tests administered following the driver's return to duty. The number and frequency of such follow up tests shall consist of at least six (6) tests in first twelve (12) months following

return to duty. The cost of referral, evaluation and treatment shall be paid for by the employee. The employee may utilize the City provided health insurance if covered by that policy.

Drivers reinstated to duty pursuant to an arbitrator's award, judicial or administrative agency award, decision or decree shall be treated as if returning from rehabilitation after voluntary admission of substance abuse unless specifically precluded by the terms of the award, decision or decree.

C. Treatment:

Evaluation, treatment and rehabilitation may be ordered by a SAP under contract with the City. The City does not hold itself out as a qualified SAP or qualified in the evaluation, treatment or rehabilitation of substance abusers.

SAPS under contract to the City will not evaluate or treat a driver under the SAP's private practice or through another organization except as follows:

1. Through a public agency such as a state, county or municipality, or
2. Through another program or SAP under contract to the City, or
3. A sole source of therapeutically appropriate treatment under the driver's health insurance program, or
4. A sole source of therapeutically appropriate treatment reasonable accessible to the driver.

XVII. THE EFFECTS OF ALCOHOL AND DRUGS ON HEALTH, WORK AND PERSONAL LIFE

The hazard of alcohol misuse and illegal drugs use extends far beyond the individual user. Impaired drivers and/or co-workers endanger themselves, fellow workers, and other users of our highways. Drivers with alcohol or drugs in their system are less productive and more likely to injure themselves or other persons in an accident. Alcohol and drug abusing drivers increase the costs related to lost productivity, absenteeism, accidents, loss of trained personnel, theft and treatment and deterrence programs. Also, medical costs are higher and are passed onto the City in the form of higher health insurance rates. Alcohol and drug abuse cost both the City, the driver and his/her co-workers. Alcohol remains the number one abused drug in this country. Alcohol consumption causes a number of changes in behavior.

Even low doses can impair the judgment and coordination required for driving. Low to moderate doses increase in incidence of a variety of aggressive acts. Moderate to high doses cause marked impairments in higher mental functions, severely altering a person's ability to learn and remember information. Very high doses cause respiratory depression and death. If combined with other depressant drugs much lower doses of alcohol will produce the effects just described. Long-term consumption of large quantities of alcohol can lead to permanent damage to vital organs, such as the brain and the liver. Excessive use of controlled substances cause marked impairments, depression and death.

XVIII. SIGNS AND SYMPTOMS OF ALCOHOL OR DRUG PROBLEM

Some of the signs and symptoms of alcohol misuse are the odor of alcohol, slurred speech, staggering, tremors, vomiting, cramps, delirium, loss of appetite, using arms for balance, leaning against walls and doorways, swaying while maintaining balance and confusion.

Drugs can show their effects in many different ways. Some of the most noticeable signs of drug abuse are drowsiness, respiratory depression, constricted pupils, nausea, slurred speech, excitement, loss of appetite, poor perception of time and distance, relaxed inhibitions, disoriented behavior, watery eyes, runny nose, chills and sweats, convulsions, apathy, depression, and the use of drug paraphernalia.

Multiple substance abuse is abuse of more than one drug, either at the same time, or over a period of time, and it involves any combination of:

1. Alcohol
2. Prescription drugs
3. Over-the-counter drugs or
4. Illegal drugs

Multiple substances abuse is especially dangerous because different substances interact with each other to produce unexpected effects and dangers.

Multiple substance abuse often begins with abuse of a single substance. This may happen, because once a person begins to rely on a drug, abuse of additional substances becomes more likely. People who abuse one substance are at a high risk for developing dependence and tolerance for other substances.

XIX. METHOD OF INTERVENTION FOR SUSPECTED ALCOHOL OR DRUG PROBLEMS

Alcohol and substance abuse is a complex problem calling for specialized supervision and care. Don't help or aid a person to conceal an alcohol or drug abuse problem. Don't make excuses for them, don't do their work for them and don't look the other way. The problem is not going to go away. Don't enable the person to continue the alcohol or drug abuse.

Leave the treatment and counseling of persons with an abuse problem to the professional. The regulations require that the person with a problem be evaluated by a professional, such as a physician, psychologist or other person with knowledge of abuse and clinical experience in the diagnosis and treatment of alcohol and drug related disorders.

XX. POSITIVE TEST RESULTS

Drivers who are found to have a Breath Alcohol Concentration of 0.04 or greater and/or a confirmed positive drug test will be immediately suspended. In the absence of compelling reasons for contrary result, such driver will be discharged following a review of the facts by designated City official(s) and a pre-termination hearing, as required by law.

Any action on the part of the driver that results in a medical un-qualification based on presumed alcohol and/or substance abuse will result in immediate suspension. In the absence of compelling reasons, such driver will be discharged following a review of the facts by the designated City official(s) and a pre-termination hearing, as required by law.

In lieu of termination under this section, an employee shall be offered a last chance agreement, as described in Section XXIV.

XXI. TERMINATION NOTICES

In those cases where alcohol and/or substance abuse testing results in the termination of a driver, all termination notices will list the reason for termination as "MEDICALLY UNQUALIFIED". UNDER NO CIRCUMSTANCES WILL THE TERMINATION RECORD INDICATE AN ALCOHOL AND/OR A SUBSTANCE ABUSE PROBLEM AS THE CAUSE OF TERMINATION.

XXII. RESPONSIBILITY TO ASSIST IN THE REHABILITATION PROCESS

The City does not have a drug rehabilitation program, but it is mandated by regulation (see Part XVI of this Policy) that the City shall advise the driver of the resources available to him/her in evaluation and resolving problems associated with the misuse of alcohol and/or of controlled substances.

The City has appointed a person(s) to answer questions (see Part XXIII of this Policy) concerning alcohol misuse and controlled substances abuse.

The City is not mandated by regulation nor will the City bear any of the expense incurred by the driver in the rehabilitation process. Furthermore, the City will not bear any medical expense incurred to determine the inability of a driver to provide an adequate amount of breath or a request by the driver to the Medical Review Office (MRO) for an analysis of the split specimen within the 72 hours after he/she has been notified by the MRO of a verified positive drug test result.

XXIII. PERSON(S) IDENTIFIED TO ANSWER QUESTIONS

As part of the City's continuing policy to ensure fair and equal treatment of our driver, we understand that there may be questions and concerns involving our alcohol and controlled substance testing policies and programs. To assist you in understanding the requirements placed on both you, the driver and the City, we have designated:

NAME

TITLE

NAME

TITLE

TO ANSWER YOUR QUESTIONS REGARDING ALCOHOL AND DRUG TESTING PROGRAMS PLEASE CALL: Mark A. Kowalewski, City Engineer (734)324-4554 or Gary Ellison D.P.S. Superintendent (734)324-4585

XXIV. PROCEDURES FOR IMPLEMENTATION OF THE LAST CHANCE AGREEMENT

1. Standard letter of conditions for continued employment (last chance agreement) must be signed by City and employee.
2. The employee must attend the employee assistance program and/or an authorized rehabilitation source.

An employee who successfully completes the terms of the last chance agreement will not be disciplined for the violation which led to the last chance agreement.

Once authorized to return to active duty, including reinstatement of the CDL, an employee shall return without loss of seniority or reduction in rank or pay, unless otherwise specifically provided by the labor agreement.

3. The employee must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
4. The employee must complete a rehabilitation program as prescribed by the substance abuse professional and/or an authorized rehabilitation source.
5. The employee must pass a medical examination administered by a medical facility designated by the City prior to being allowed to return to duty. The examination shall only screen for drug and alcohol use and the physical impact of the prior drug usage.
6. The employee may be allowed to use sick time and vacation time, in that order, and apply for a medical leave of absence if required, while undergoing rehabilitation.
7. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the SAP, with a minimum of at least six times in the first twelve months and subsequent random testing under the City's policy.
8. The employee shall be subject to the terms of this program for three (3) years after their return to work.
9. The employee shall be subject in writing that the employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the employee demonstrates to the City's satisfaction compelling reasons why he/she should not be terminated. A employee shall have 10 working days to present such evidence to the City for its determination.
10. The employee must be advised that the employee is not obligated to sign the agreement and be advised he/she has the right to seek legal counsel of his/her choice and/or labor representative.

LAST CHANCE AGREEMENT

RE:

Whereas, the above referenced individual was found guilty of violation of the department drug policy on _____, and;

Whereas, the Wyandotte Department of Public Services will conditionally reinstate _____ to the position of _____, provided the employee is found by medical examination to be capable of performing all duties of the classification as determined by the Wyandotte Department of Public Services and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. The employee must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. The employee must complete a rehabilitation program as prescribed by the substance abuse professional and/or an authorized rehabilitation source.
3. The employee must pass a medical examination administered by a medical facility designated by the City prior to being allowed to return to duty. The examination shall only screen for drug use and physical impact of the prior drug usage.
4. The employee may be allowed to use sick time and vacation time, in that order, and apply for a medical leave of absence if required, while undergoing rehabilitation.

The rehabilitation program as prescribed by the substance abuse professional and/or an authorized rehabilitation source shall be paid for by the employee, subject to the City provided insurance program, provided if an employee's insurance coverage would terminate under the City's policies while an employee was on a leave of absence due to such program, the City shall pay for the employee's individual insurance coverage for three months following the month in which such coverage closed; in such event the employee shall pay the cost for any additional coverage (e.g. dependent coverage) he/she elects.

5. Once authorized to return to duty, the employee must submit to a periodic urinalysis on a timetable as may be determined by the SAP, with a minimum of at least six times in the first twelve months, and subsequent random testing under the City's policy. The alcohol and drug re-testing shall be paid for by the driver. The driver may use City-provided health insurance if covered by that policy.
6. Upon clearance by the medical facility designated by the City and reinstatement of his/her CDL, _____ shall be returned to the Department of Public Services.
7. Upon reinstatement, the employee shall be subject to the procedures as outlined in Section XXIV, of the Wyandotte Department of Public Services Alcohol and Substance Abuse Policy.

8. _____ shall submit to controlled substance/alcohol testing at the discretion of the City. If any such test shows a positive result for the presence of a controlled substance/alcohol, _____ will be discharged from employment with the City of Wyandotte, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
9. _____ will be credited with seniority, for promotional purposes, for time separated from the Department of Public Services between _____ and the date of return to duty. No other wage or benefit is due or owing, and waives any claim thereto.
10. The Union shall withdraw with prejudice the Grievance # _____ (agrees not to file a grievance) and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. _____ shall release and discharge the AFSCME Council 25 and AFSCME Local #894 (collectively, "the Union") and the employer from any and all claims relating to Grievance # _____ (not filing a grievance), including but not limited to the processing and arbitration of this grievance. Further, _____ releases the City and Union from all liability and claims he/she may have had or now has with respect to his/her employment with the City of Wyandotte whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, of under the collective bargaining agreement between the City of Wyandotte and the Local Union.
11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
13. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by released and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the City.
14. This last chance agreement is for _____ only. This is a non-precedent setting last chance agreement.

Dated this _____ day of _____, _____

Employee

Department of Public Services Superintendent

City Engineer

Union Representative

Exhibit "F"

LETTER OF UNDERSTANDING

Article XIV, Section 10 (L)

The City will allow employees who currently are members of the City of Wyandotte Employees Retirement System (Defined Benefit Plan) the option of voluntarily transferring to the City of Wyandotte Employees Retirement System-Defined Contribution Plan. These employees would have their actuarial present value of accrued benefits transferred from the Defined Benefit Plan to the Defined Contribution Plan. This amount will be determined utilizing the following assumptions:

1. Net investment return of 7.50%.
2. Assumed future salary increases of 5.00%
3. A blend of 50% of the male and 50% of the female valuation mortality rates for post-retirement purposes only. No pre-retirement mortality.
4. Retirement is assumed to begin at the earliest eligibility assuming continuous employment.
5. The transfer amount is not reduced (or increased) due to the funded status of the plan.
6. The hypothetical annuity balance as of the transfer date is directly offset against the gross transfer amount calculated.

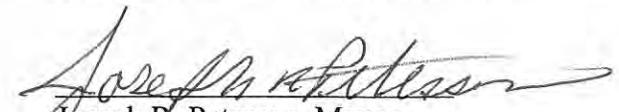
Employees will be eligible to transfer these balances on March 31, 2013. Upon transferring these amounts, the employee will be subject to the plan provisions in effect for the Defined Contribution Plan. This transfer is non-revocable and the employee's membership in the Defined Benefit Plan would cease effective March 31, 2013.

American Federation of State,
County, and Municipal Employees



Tim Calhoun, President

City of Wyandotte
A Michigan Municipal Corporation



Joseph R. Peterson, Mayor

William R. Griggs, City Clerk

Dated: 3-19-2013

EXHIBIT "G"

Cross Training

1. All current employees are considered qualified in their respective classification for all equipment in that classification with the following exceptions only:
2. Employee requesting to be trained on higher classification equipment may be given that opportunity based on seniority. Training will be provided for up to forty hours to ensure an employee can operate said equipment. If an employee does not qualify on a piece of equipment after forty hours then the next senior employee shall be given an opportunity to be trained on that higher classification equipment. The Superintendent will determine if an employee is qualified on a piece of equipment.
3. Employees who are training in a higher classification will not receive step up pay. Employees who are qualified and working in a higher classification will receive step up pay using the next higher pay level from their current wages.
4. The City agrees to maintain a list of all employees who are qualified to operate higher classification equipment than their classification.

City of Wyandotte
Educational Assistance
Program

Dated: March 21, 2002 (Non-Union)

Revised: March 12, 2004 (AFSCME)

Revised: February 7, 2005 (COAM)

Revised: October 1, 2005 (FIRE)

Revised: October 1, 2007 (POAM)

Revised: February 1, 2008 (POAM-Dispatch)

1. PURPOSE

To describe the criteria and procedure for the reimbursement of education expenses at the City of Wyandotte ('City').

2. DEFINITIONS

Employee

An employee is defined as an individual who performs services for, and under the direction and control of the City. Such direction and control includes the results to be accomplished and the methods and means by which such results are accomplished. As such, neither contracting firms nor contract workers who are characterized by the City as independent contractors are considered employees.

Non-union Employee

An employee who is not represented by a bargaining unit.

Recognized Schools

Academic institutions that are accredited by regional or state accrediting bodies, or other institutions, such as correspondence schools or unique specialty schools approved at the discretion of management.

Successful Completion

Receipt of a passing grade (C or greater) and full credit for the course on the school's official record will satisfy the requirement of successful completion. Verification of successful completion may take the form of a letter, a number grade, or "pass" in a pass/fail criterion. For professional certifications, documentation of successful completion of course work from the institution is required.

3. SCOPE

Applies to all regular, full-time non-union employees of the City, non-probationary members of the AFSCME Local 894 bargaining unit, members of the Wyandotte's Command Officers Association of Michigan Police Command Officers bargaining unit, members of the International Association of Fire Fighters Local #356 ("eligible employee"). Employees classified as seasonal, temporary, subsidized, part-time, or emergency are not eligible under this policy.

4. PROCEDURE

4.1 Eligibility

Eligible employees can receive reimbursement under this procedure for courses and seminars they successfully complete at Recognized Schools which have been determined by their supervisor and the Director of Administrative Services to be either job related, or related to a job within the City to which the employee can reasonably aspire in the future. Courses eligible for tuition reimbursement include the following:

Degree Programs

Course work leading to a high school diploma/equivalency or courses taken at an accredited college or university leading to an college or university leading to an

- Associate's degree
- Bachelor's degree
- Master's degree
- Doctorate degree
- Legal degree
- Medical degree

Certification Programs

- Paralegal certification
- Information technology certification

Other Courses

Study/review/preparatory courses or equivalency tests, which are also covered, include, but are not limited to, preparation for:

- The College Level Equivalency Program
- Professional Engineer
- Certified Public Accountant
- Scholastic Aptitude Test
- Graduate Record Exam
- Graduate Management Admission Test
- Law School Admission Test

4.2 Limitation

The City will reimburse eligible employees up to \$2,000 per calendar year for approved and eligible course work.

4.3 Application

To receive tuition reimbursements, eligible employees must complete a Tuition Reimbursement Approval Application Form ("Approval Form") (Attachment 1), which must be approved by their supervisor, and the Director of Administrative Services. Submission should occur before the start of a course and preferably prior to each enrollment.

4.4 Completion of Course Work

All class work and study associated with this program is to be completed outside of employee's work schedules and will not be allowed to interfere with successful performance of their normal job responsibilities.

4.5 Right to Deny and Application for Tuition Reimbursement

An application for tuition reimbursement may be denied where an employee's job performance is unsatisfactory or an employee is on probation due to recent employment or unsatisfactory job performance.

4.6 Employment Terminations or Transfer

Employees whose employment is terminated during enrollment because of a reduction in force or job elimination will be reimbursed for all covered expenses incurred to the date of termination or transfer. Employees whose employment is terminated for any other reason will not be reimbursed for any covered expenses.

4.7 Taxes

The Internal Revenue Code of 1986, as amended, requires employers to withhold income and employment taxes on certain employee reimbursements. Reimbursements of amounts exceeding \$5,250.00 annually are taxable for certain courses. This monetary level is based on the date the reimbursement check is dated and is applied on a calendar basis. Certain reimbursements below this monetary level are also classified as taxable. The taxable status of each course is to be determined according to the table on Attachment 2 with the appropriate form to be completed (see Attachments 3 through 10).

4.8 Reimbursement Guidelines

- The City will not pay tuition and/or other covered expenses prior to the employee's submittal of a satisfactory final grade
- The City will reimburse employees for the difference between GI allotment, scholarships, grants and other forms of assistance, and eligible tuition reimbursement (limited to \$2,000 annually)
- No payment will be made for incompletes, withdrawals, audited classes or failed courses.
- No payment will be made for classes already being taken prior to the commencement of employment with the City.

The following will indicate the eligibility of expenses:

<u>Type of Expenses</u>	<u>Covered</u>	<u>Not Covered</u>
Books	X	
Equipment or Instruments		X
Internet Access/Telephone Costs		X
Lab Fees	X	
Matriculation Fees	X	
Medical Fees		X
Registration Fees	X	
Supplies		X
Test Fees	X	
Thesis – binding/typing		X
Travel costs including meals		X
Tuition	X	
User Fees	X	

4.9 Reimbursement Process

The following table describes the process for applying, approving, and reimbursing tuition expenses under this procedure.

Stage	Who	Description
1	Employee	<ol style="list-style-type: none"> 1. Complete Section I (excluding cost) of the Approval Form (Attachment 1), and 2. Complete the appropriate Taxable/Non-Taxable Determination Form for each course (one (1) form for each course) (see Attachments 2 through 10) 3. Submit Approval Form to supervisor
2	Supervisor	<p>Approve or Deny the request</p> <p>TO APPROVE - check the approved box, sign and date, return form to employee</p> <p>TO DENY - check the "not approved" box, sign and date, return form to employee</p> <p><i>Discuss with the employee why an application is not approved</i></p>
3	Employee	<p>If the Approval Form is approved, forward together with the appropriate Taxable/Non-Taxable Determination Form for each course (see Attachments 2 through 9) to the Department of Administrative Services for administration.</p> <p>If the Approval Form is denied, END OF PROCESS.</p>
4	Administration	<ol style="list-style-type: none"> 1. Review forms for compliance with this procedure 2. Submit request to Education Committee (City Council Level) 2. TO APPROVE - check the "approved" box on the Approval Form (Attachment 1), Sign and date, return a copy of the approved forms to the employee TO DENY - check the "not approved box" on the Approval Form (Attachment 1), sign and date, return the approved forms to the employee <p><i>Discuss with the employee why an application is not approved</i></p>
5	Administration	<p>If the course is approved, file the signed original forms to await verification of expenses and Successful Completion of the course(s) from the employee.</p>
6	Employee	<p>If SUCCESSFULLY complete the course - within six (6) months of Successful Completion of course(s)</p> <ol style="list-style-type: none"> 1. Enters costs on the copy of Approval Form (Attachment 1) forwarded by Administration in Stage 4, and 2. Submit form to Administration with receipts verifying covered expenses <p>If DID NOT successfully complete the course - notify Administration so that the signed original form(s) may be destroyed</p>
7	Administration	<ol style="list-style-type: none"> 1. Review verification of expenses 2. Process for payment as described in policy <ul style="list-style-type: none"> - original Taxable/Non-Taxable Determination form must be attached - all original receipts must be attached - all payments will be made with the next regular payroll that is processed 3. Retain copy(s)

5. RESPONSIBILITIES

5.1 Director of Administrative Services

Responsible for interpreting this procedure

5.2 Department Heads/Supervisors

Responsible for the coordination of this procedure with employees

5.3 Employees

Responsible for providing the necessary documentation to verify completion of course work on an accurate and timely basis.

6. RELATED DOCUMENTS

Attachment 1	Tuition Reimbursement Approval Application Form
Attachment 2	Summary Table of Taxable Benefits
Attachment 3	Taxable/Non-Taxable Determination Form – High School Diploma/Equivalency
Attachment 4	Taxable/Non-Taxable Determination Form – First Bachelor’s Degree
Attachment 5	Taxable/Non-Taxable Determination Form – Second Bachelor’s Degree/Associate’s Degree
Attachment 6	Taxable/Non-Taxable Determination Form – Master’s/Doctorate Degree
Attachment 7	Taxable/Non-Taxable Determination Form – First Law/Medical Degree
Attachment 8	Taxable/Non-Taxable Determination Form – Second Law/Medical Degree
Attachment 9	Taxable/Non-Taxable Determination Form – Certification/Licenses – Study/Review Courses
Attachment 10	Taxable/Non-Taxable Determination Form – Study/Review Courses

Educational Assistance Approval Application Form

Section II – Immediate Supervisor

For approval of Employee's supervisor

_____ Approved _____ Not Approved

Supervisor Signature

Date

Supervisor will notify Employee if for any reason their course(s) are not approved.

Reason:

Section III – Director of Administration/Education Committee

_____ Approved _____ Not Approved

Director Signature

Date

Education Committee

Education Committee

Date

Director will notify Employee if for any reason their course(s) are not approved.

Reason:

Disposition of Employee Reimbursement:

Tuition:	Fees:	Registration:
Books:	Other:	Total:
Date of Disbursement:	Finance Department Signature:	

City of Wyandotte
Summary of Taxable Benefits
Attachment 2

Degree or Certification	Reimbursement Over \$5,250 Taxable	Total Amount of Reimbursement is Taxable	Total Amount of Reimbursement is Non-Taxable
High School Diploma/Equivalency (see Attachment 3)	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
First Bachelor's Degree (see Attachment 4)	Reimbursement over \$5,250 is taxable	N/A	N/A
Second Bachelor's Degree/Associate's Degree (see Attachment 5)	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
Master's/Doctorate (see Attachment 6)	N/A	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
First Law Degree/First Medical Degree (see Attachment 7)	N/A	Total amount of Reimbursement is taxable.	N/A
Second Law Degree/Second Medical Degree (Employee already had either a Legal or Medical Degree) (see Attachment 8)	N/A	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
Certifications/Licenses Study/Review courses in preparation for (see Attachment 9)	Reimbursement over \$5,250 is taxable	N/A	N/A
Study/Review courses for admission test and the admission test itself (e.g. GMAT, LSAT, SAT) (see Attachment 10)	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job

City of Wyandotte
Taxable/Non-Taxable Determination Form
High School Diploma/Equivalency
Attachment 3

Use this Form for Courses that are part of a High School Diploma/Equivalency.

Employee Name: _____

Course Title: _____

YES **NO**

1. Is the High School Diploma/Equivalency needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a High School Diploma/Equivalency. When the Employee started their current position, a High School Diploma/Equivalency was required. Although they had not received their High School Diploma/Equivalency, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

A High School Diploma/Equivalency is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job. These courses are not taxable.

2. Does the High School Diploma/Equivalency qualify the Employee for a new trade or profession?
3. Is the High School Diploma/Equivalency unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
First Bachelor's Degree Program/Courses
Attachment 4

Use this Form for Undergraduate Level Courses that are part of a Bachelor's Degree Program or Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES **NO**

Is the course part of a program leading to your first Bachelor's Degree?

If the answer is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer is "NO", see Section 4.7, Attachment 2 and Attachment 5.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Second Bachelor's Degree/Associate's Degree Program/Courses
Attachment 5

Use the Form for Undergraduate Level Courses that are part of a Second Bachelor's Degree or Associate's Degree Program or Undergraduate Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES **NO**

1. Is the Bachelor's/Associate's Degree or undergraduate level course needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for an engineering degree. When the Employee started their current position, an engineering degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a degree in engineering. A degree in engineering is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job. These courses are not taxable – see questions 2 and 3 below.

2. Does the Bachelor's/Associate's Degree or undergraduate level course qualify the Employee for a new trade or profession?
3. Is the Bachelor's/Associate's Degree or undergraduate level course unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Master/Doctorate Degree Program/Courses
Attachment 6

Use the Form for Graduate Level Courses that are part of a Master or Doctorate Degree Program (other than legal or medical degree) or Graduate Level Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES **NO**

1. Is the Master/Doctorate Degree or graduate level course needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a graduate degree. When the Employee started their current position, a graduate degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a graduate degree. A graduate degree is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job.

2. Does the Master/Doctorate Degree or graduate level course qualify the Employee for a new trade or profession?
3. Is the Master/Doctorate Degree or graduate level course unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", the total amount of tuition reimbursement is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature Date

Personnel Signature

**City of Wyandotte
Taxable/Non-Taxable Determination Form
First Law/Medical Degree Program
Attachment 7**

Employee Name: _____

Course Title: _____

YES NO

Is this your first law/medical degree?

If the answer is "YES", the total amount of tuition reimbursement is taxable.

If the answer is "NO", see Section 4.7, Attachment 2 and Attachment 8.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Second Law/Medical Degree Program
Attachment 8

Use this Form for courses that are part of a Second Law/Medical Degree Program.

Employee Name: _____

Course Title: _____

YES **NO**

1. Is the Legal/Medical Degree a minimum educational requirement of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a law/medical degree. When the Employee started their current position, a law/medical degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a degree in law/medicine. A law degree is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job.

2. Does the Law/Medical Degree qualify the Employee for a new trade or profession?
3. Is the Law/Medical Degree unrelated to the Employee's current job?
NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", the total amount of tuition reimbursement is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

**City of Wyandotte
Taxable/Non-Taxable Determination Form
Certification/Licenses
Study/Review Courses
Attachment 9**

Employee Name: _____

Course Title: _____

YES NO

Has the Employee already received \$5,250 or more in tuition reimbursement for the current calendar year?

If the answer is "YES", the total amount of tuition reimbursement is taxable.

If the answer is "NO", the amount is not taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

Exhibit I
 Promotional Requirements

Required Seniority Required Qualification	1	2	3	4	5	6	7	8	9	10
S Plow	Plow Sign Truck Roll Off	Plow Sign Truck Roll Off Sweeper	Plow Sign Truck Roll Off Sweeper Loader	Plow Sign Truck Roll Off Sweeper Loader Backhoe	Plow Sign Truck Roll Off Sweeper Loader Backhoe Roller	Plow Sign Truck Roll Off Sweeper Loader Backhoe Roller	Plow Sign Truck Roll Off Sweeper Loader Backhoe Roller	Plow Sign Truck Roll Off Sweeper Loader Backhoe Roller High Ranger Grader Vactor	Plow Sign Truck Roll Off Sweeper Loader Backhoe Roller High Ranger Grader Vactor Dozer	Plow Sign Truck Roll Off Sweeper Loader Backhoe Roller High Ranger Grader Vactor Dozer Semi

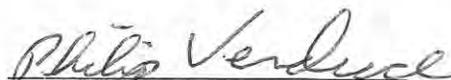
MEMORANDUM OF UNDERSTANDING

The City of Wyandotte ("City") and AFSCME Council 25 ("AFSCME") agree as follows:

1. Bargaining unit members who are eligible for and elect to take a Normal Retirement between August 1, 2011 and August 31, 2011, shall receive a twenty-five (25%) increase in their final average compensation, even if they do not have sufficient accrued vacation and sick leave amounts to receive that twenty-five (25%) increase under Article XIV, Section 10(F) of the parties' collective bargaining agreement.
2. This Memorandum of Understanding shall sunset effective September 1, 2011. Effective September 1, 2011, Article XIV, Section 10(F) shall govern the calculation of an employee's final average compensation, for employees covered by the defined benefit plan.


CITY OF WYANDOTTE

Its: Director of Administrative
and Financial Services


AFSCME Council 25

Its: Chapter Chairperson

Date: August 8, 2011