

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, 1993/JANUARY 31, 1996

*Wyandotte, City of*



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## ARTICLE I - AGREEMENT

This Agreement entered into on the First (1st) day, February 1993 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 January 31, 1996.

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

## ARTICLE II - PURPOSE & INTENT

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 III - MANAGEMENT RIGHTS

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.

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, a Senior Operator, upon receipt of a reasonable amount of training, may be assigned to perform any task normally performed by another Senior 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 X, Section 2(D).

ARTICLE IV - MAINTENANCE OF STANDARDS

A. 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.

B. 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 V - UNION RECOGNITION & PROCEDURES

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").

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.

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.

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  
Payroll/Personnel Director

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.

**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 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 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. UNION BULLETIN BOARDS:

A. The Employer will provide bulletin boards in the DPW 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.

6. REPRESENTATION AREAS:

Number of representation areas. The number of representation areas in the City shall be the present number, as in sub-paragraph 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.

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 their 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 their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

8. SPECIAL CONFERENCES:

Special conferences for important matter 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 representative 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.

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.

ARTICLE VI - DISCIPLINE AND DISCHARGE

SECTION 1: DISCIPLINE.

A. Infractions will be disciplined in accordance with the following schedules:

1. Any employee who refuses to perform an assigned job. (This offense will be disciplined starting at the third offense level).
2. Any employee who is absent without leave. (This offense will be disciplined starting at the third offense level).

3. Any employee who uses abusive language or conduct toward his/her supervisor or other employees. (This offense will be disciplines starting at the second offense level).
4. Any employee who is reading a newspaper during work time.
5. Any employee who stops at place of residence without permission during working hours.
6. Any employee taking excessive breaks.
7. Any employee who is excessively tardy (five (5) times in one month).
8. Any employee who violates safety rules.
9. Any employee who fails to use proper sanitary facilities.
- 10 Any employee who is using time clock to punch in or out another employee, if a time clock is required.
11. Any employee who is gambling while on duty.
12. Any employee who is sleeping while on duty.
13. Any employee who is not wearing proper uniform.
14. Any employee who quits working before end of shift.

Violation of these rules will be cause for disciplinary action as indicated below. However, management shall not be limited or restricted by these rules as the only causes for discipline and/or dismissal.

B. The following discipline will be imposed for violations of Sub-Section A above:

Level 1. First Offense - Oral Notice.

Level 2. Second Offense - Written Notice.

Level 3. Third Offense - Three (3) days off with meeting to be held by City and Union with submission of positive program of correction to employee.

Level 4. Fourth Offense - Two (2) weeks off and meeting between City and Union to review problem and initiate a further corrective program.

Level 5. Fifth Offense - Two (2) weeks off with review between the City and Union with mandatory corrective action.

Level 6. Sixth Offense - 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 VI, Section 2, hereof. 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.

Upon passage of a twelve (12) month period between offenses the next offense will be treated from the preceding level. (Example: If at Level 4, twelve months has elapsed the next offense would be treated at Level 3). In addition, if an employee has no further offenses for an eighteen (18) month period from the last offense his next offense will be treated as his first offense.

## SECTION 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 place his fairly upon his defense. A copy of such notice of discharge together with the explanation, if any, by the employee, shall be filed promptly with the Personnel Department.

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

1. Failure to report after authorized leave has expired, or after such leave has been disapproved or revoked by the appointing authority.
2. Gross insubordination or serious breach of discipline.
3. Negligence or willfully damaging, mutilating or destroying City property, equipment or waste of public supplies and equipment.
4. Fighting while on duty.
5. Theft of City property.
6. Possession of firearms or lethal weapons while on duty.
7. Intoxication while on duty.
8. Commission of a felony.
9. Possession of or use of narcotics (unless medically prescribed) while on duty.

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.

SECTION 3: COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at this 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 VII - GRIEVANCE PROCEDURE

A grievance is defined as a dispute with respect to an alleged violation or with respect the interpretation of this Agreement. Grievances must be filed within twenty (20) working days of the occurrence.

STEP 1: If any employee has a grievance he/she shall first notify his/her foreman and shall discuss the grievance with him/her. The employee may request that his/her steward be present during this discussion.

STEP 2: If a satisfactory settlement is not reached at Step 1, the chief steward, shall 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 3: If a satisfactory settlement is not reached at Step 2, 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 4: If a satisfactory settlement cannot be reached at Step 3, the Union, within five (5) working days after the reply at Step 3, may refer the grievance to the City Bargaining Team by sending a copy of the grievance and a written request for review to the Personnel Director.

STEP 5: If the grievance is not satisfactorily adjusted in Step 4, 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. An arbitration shall be conducted by an arbitration panel consisting of one representative for the Union, one representative for the City chosen by the Mayor, and a third arbitrator chosen by the City and Union representatives. If the City and Union representatives cannot agree upon an impartial arbitrator within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association. 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 shall not have the power to alter or modify or add to the terms of this Agreement. His award shall be final and binding on the parties and affected employees.

ARTICLE VIII - SENIORITY

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 six (6) 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 six (6) months probationary period shall be accumulated within not less than one (1) year. 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. 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 02-01-1990 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 (1) of this Agreement, except discharge and disciplined employees.

C. Seniority shall be on a bargaining unit-wide basis except promotions, (see Article X, Paragraph 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.

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.

3. LOSS OF SENIORITY:

An employee shall lose his seniority only for the following reasons:

A. Resignation.

B. Discharge not reversed through the grievance procedure (see Article VI, Section 2, paragraph C).

- C. 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.
- D. 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.

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 IX - LAYOFF AND RECALL

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 Article VIII, paragraph 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 Personnel Office within thirty (30) days of any change in the number of his/her dependents. Costs incurred by the City of failure to notify may require reimbursement by the employee if not valid reason exists for failure to provide such notice.

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 Article IX, Section 1B. 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.

3. VETERANS LAW:

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

ARTICLE X - TRANSFERS AND PROMOTIONS

1. TRANSFERS:

A. Transfer of employees. If an employee is transferred to another unit and is later transferred back to a position within the bargaining unit, he/she shall be deemed to have accumulated seniority within the original bargaining unit while working in the position to which he/she had been transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for this Agreement.

B. The Employer agrees that in any transfer of employees not covered in Section 1A (above), it will discuss the movement with the Union in order to provide for protection of seniority of employees involved.

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. Employees required to work in a higher classification shall be paid the rate of the higher classification for the hours worked.

E. 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 (See Letter of Understanding, Exhibit #C).



ARTICLE XI - LEAVE OF ABSENCE

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.

1. 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 department and, if necessary, the employee in the department 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.

2. 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 XII - HOURS

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 for employees in continuous operations 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 Article XII, Section 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. Continuous Operations: Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.
- G. Shift Alteration:
1. An employee whose regular shift is altered from the normal starting time of 7:30 AM shall be paid an additional twenty-five cents (\$0.25) 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).

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.

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. "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.

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.

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.

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.
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.

B. Distribution: Overtime shall be offered first to the employees identified in Exhibit A on the basis of seniority and classification and according to designated section, provided the employee is trained to perform the work. If no qualified employee within the applicable section accepts the overtime, the City may offer the overtime either to employees designated for other sections or to employees hired after October 1, 1993, provided that the City offers the overtime based upon the seniority of the remaining qualified employees.

The following exceptions to distribution of overtime will apply (See Exhibit "D"):

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 snow plow attachment during snow removal 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 \$3.00. If work is to continue, thereafter, a meal ticket will be given for each additional four (4) hours of work.
- E. Employees returning from a sick leave or a compensable injury leave with restriction, whether in duties or hours, shall not be entitled to work overtime until they are able to perform their duties and regularly scheduled hours of work to full capacity.
- F. Either party of this contract may through the duration of the Agreement request a special conference for discussion of overtime assignment and procedures.

ARTICLE XIII - OTHER WORKING CONDITIONS

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.

2. CONTRACTING AND SUBCONTRACTING OF PUBLIC WORK:

During the term of this Agreement, the Employer shall not contract out or subcontract any public work if it results in a layoff in the unit.

3. PAY ADVANCE:

A. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation (if requested in writing two weeks in advance).

B. 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.

C. 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.

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 Personnel Department.

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.

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.

ARTICLE XIV - WAGES AND BENEFITS

1. WAGES:

Within fourteen (14) days of the execution of the collective bargaining agreement by both parties, each employee on the payroll as of October 1, 1993, shall receive a one-time signing bonus of \$1,500.00, less applicable payroll deductions.

The wages to be paid during the term of this agreement will be in accordance with the wage schedule included as appendix "B".

A. In addition to wages paid to employees of this bargaining unit said employees shall receive longevity payments as follows:

<u>0 - 5 years of continuous service</u>	<u>\$0/year</u>
<u>6 - 15 years of continuous service</u>	<u>\$20/year</u>
<u>16 - 20 years of continuous service</u>	<u>\$25/year</u>
<u>21 + years of continuous service</u>	<u>\$30/year up to a maximum of \$900.</u>

The longevity benefit will be retroactive to February 1, 1993.

B. Longevity pay shall be paid in the first pay period after the anniversary date of employment, provided that, to be first eligible for longevity pay, an employee shall have served at least six (6) years of continuous service.

C. Employees who resign, are terminated for cause, or otherwise permanently leave their employment, except death or retirement, (excluding deferred retirement), shall forfeit all longevity rights.

D. Longevity payments are subject to all payroll deductions as may be required by law.

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	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
Labor Day	

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.

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.

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.

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 1/4 Day/Month	40 Days
11 Yrs. - 15 Yrs.	1 1/2 Day/Month	40 Days
16 Yrs. - 20 Yrs.	1 3/4 Day/Month	40 Days
21 Yrs. - 25 Yrs.	2 Day/Month	40 Days
26 Yrs. & Over	2 Day/Month + 1/2 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.

PERSONAL DAYS:

Effective January 1, 1994, each seniority employee shall receive two (2) 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).

UNSCHEDULED VACATION DAYS:

Employees may be allowed to use up to five (5) 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.



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. An employee transferred from one department to another shall carry accumulated vacation leave to such other department.

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

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

4. 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 department head, 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 Article XI, Section A and C(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 Article XI, Section A and C(1), shall receive his health insurance under Article XIV, Section 5 for six months following the month in which he is placed on leave and life insurance coverage under Article XIV, Section 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.

"Immediate Family" includes only parents, grandparents, children, brothers, sisters of the employee or the employee's spouse, and any other persons who are normally 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.

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 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. Whenever the City has reason to believe that sick leave is being abused or misused, it shall investigate and report the results of such investigation to the City Council.

8. 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.

9. If the Council shall find that an employee is abusing the privileges of sick leave, such employee shall be subject to penalties provided in part ten (10) of this rule.

10. Sick leave accumulation shall not be considered as a matter of right but may be subject to denial by the City Council. When it has been determined under Section (7) that an employee has violated the spirit of the sick leave rule, he shall be subject to the following provisions:

A. For an abuse of sick leave, the Council may order the granting of sick leave to cease for a period up to twelve (12) months.

B. The Council may order a reduction of the accumulation credited to said employee by an amount up to twelve (12) months' accumulation.

C. Any moneys paid for sick leave in violation of its uses shall be ordered reimbursed or deducted from future earnings, and continued or flagrant violation of sick leave privileges shall be grounds for dismissal.

11. The employee may be required by his department supervisor or the Council to produce evidence in the form of a medical certificate by his attending physician for the adequacy of the reason for his absence during the time for which such leave is granted; and further, 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.

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 (3, below) 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 one hundred and seventy-eight (178) 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 1/2 of 2080 hours (not to exceed 178) the accumulated sick days. (Maximum days paid = 89).

5. HOSPITALIZATION MEDICAL COVERAGE:

SECTION 1: The City will provide the following group health insurance for each eligible employee, spouse, and dependents under the age of nineteen (19) years of age and will pay one hundred (100%) of the premiums for such insurance during the term of this Agreement effective 02/01/94.

A. Blue Cross/Blue Shield - PPO; Trust 15 Plus 15; Comp. Semi, D45NM; MVF-1, SAT2, SOPTG GLE1, FAERC.

B. Master Medical 1 80/20 co-pay - \$100/\$200 deductible; Excluding Drugs, POV

C. Prescription Drugs \$5.00 MAC, ADPBP

D. Vision Series VCA-80 with Rider FLVS

E. Group Dental Care: Class I - 100%; Class II - 80%; Class III - 50%; \$1,000.00 per year for Classes I, II and III; Class IV - Orthodontics Service 50% Life time limitation \$1,000.00

F. The City will pay 25% of the "F" Rider in 1993 dollars, for eligible members' children between the age of nineteen (19) until twenty-five (25). The City shall notify the Union, upon execution of this Agreement, of the cost of the "F" Rider as of July 1, 1993.

#### OPTIONAL COVERAGE

At the option of the employee, the following coverage under Section 2 and 3 is made available in lieu of the above coverage described in Section 1.

#### SECTION 2: DOUBLE COVERAGE

A. 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.

B. 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 3B and 3C; the insurance provided in Section 4 shall be available for any person who retires from the City.

C. If an employee is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the employee shall receive a post-paid allowance in the amount of \$125.00, effective 02/01/94 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 \$125.00 paid allowance will be discontinued.

D. 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 3.

SECTION 3:

The City will provide the following group health insurance for each eligible employee, spouse and dependents under the age of nineteen (19) years of age and will pay one hundred (100%) percent of the premiums for such insurance during the term of this Agreement.

A. Hospitalization: Blue Care Network Plan #21101. (HMO)

B. Group Dental Care: Class I - 100%; Class II - 80%; Class III - 50%; \$1000.00 per year for Classes I, II and III; Class IV - Orthodontics Services 50% life time limitation \$1000.00

C. Vision Series VCA-80 with Rider FLVS

D. The City will pay 25% of the "F" Rider in 1993 dollars, for eligible members' children between the age of nineteen (19) until twenty-five (25). The City shall notify the Union, upon execution of this Agreement, of the cost of the "F" Rider as of July 1, 1993.

SECTION 4: Hospitalization Insurance for Retirees.

The City shall provide a fully paid hospitalization benefit for all retired employees and their spouse and dependents under the age of nineteen (19) years of age. Said coverage will be Blue Cross/Blue Shield MVF-1, Semi-Private Coverage for the Retiree and Spouse with a Coordination of Benefits provision, Master Medical Option 5, and a \$5.00 Co-Pay Drug Rider, except as provided in Section 5A, and will continue as long as retirement benefit payments are being made to the retiree or spouse. This coverage will also be continued as Blue Cross/Blue Shield Medicare Complementary Coverage when the retiree or spouse become eligible for Medicare, as long as retirement benefit payments are being made.

The following provisions apply to Sections 1, 2 and 3:

Section 5A. Employees hired after the execution of this Agreement shall be eligible for City-paid insurance as follows: (a) hospitalization and medical insurance - after six (6) months of continuous service; (b) dental insurance - after six (6) months of continuous service; and (c) 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).

Section 5B. 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.

Section 5C. 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.

Section 5D. 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 XI, Section A and C(1), the City will continue coverage for a period not to exceed three (3) months and pay 100% of the premium cost.

Section 5E. 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. LIFE INSURANCE:

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 a life insurance policy for each regular classified employee in the amount of \$30,000.00 and \$30,000.00 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.

7. 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 as follows:

Effective October, 1993 - \$300.00 per year  
Effective October, 1994 - \$325.00 per year  
Effective October, 1995 - \$350.00 per year

The City shall provide safety eye protection without charge to the employee.

8. 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.

9. 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 effective 02/01/94.

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 70% of base salary or the maximum allowed by Insurance Carrier. The cost to the employee will be based on the carrier's cost difference from 50% of base to 60% or 70% of base, respectively.

D. In the event of voluntary or involuntary termination or in the event of a layoff of 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 to premium for insurance specified in this Article for any month for which an employee receives actual compensation from the City.

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.

Effective February 1, 1990, the Pension provisions shall be amended to provide:

A. Requests for disability retirement must meet eligibility requirements of, the Retirement System Ordinance. In cases of dispute between the employees' attending physician and the retirement system's medical director, 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 agrees to 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 agrees to 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 City agrees to amend the definition of final average compensation as follows:

Notwithstanding, anything herein to the contrary, effective February 1, 1990, for nonunion general members, for members of the American Federation of State, County and Municipal Employees (AFSCME), Local #894, and for members of the F.O.P. Dispatcher/Clerical, 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).

G. 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.

H. Early Retirement. Bargaining unit employees may elect early retirement subject to Exhibit B and the following provisions:

Employees who indicate in writing to the Director of Financial Services their intention to elect early retirement shall receive the projected retirement options described to them on September 27, 1993 projections are based upon the assumption that the employees will retire on or before March 3, 1994. These projections shall be increased to reflect the increased longevity pay (as described in Article XIV, Section 1) and the two additional personal days which will become effective January 1, 1994, provided the employee (1) sells the two unused personal days back to the City and (2) does not take any earned or accrued paid vacation or sick leave time between October 4, 1993 and the effective date of his retirement. An employee who has indicated in writing his intention to take an early retirement may elect to take unpaid time off, rather than paid sick leave or vacation, between October 4, 1993 and the effective date of his/her retirement, subject to the City's standard procedures for requiring a doctor's certification verifying an absence. An employee who has indicated in writing his intention to take an early retirement and who received paid vacation or sick leave between Monday, September 27, 1993 and Friday, January 27, 1994, in order to maintain the projected retirement options, may refund to the City that paid vacation or sick leave.

An employee who elects an early retirement and who takes paid vacation or sick leave between Monday, September 27, 1993 and the effective date of his retirement shall have his projected retirement options adjusted accordingly.



ARTICLE XV - TERMINATION AND MODIFICATION

This agreement shall continue in full force and effect until 11:59 P.M., January 31, 1996.

Unless described in this document, or identified in this Paragraph, the remaining Articles and Letters of Understanding from the 1990-1993 Collective Bargaining Agreement shall be incorporated into the 1993-1996 Collective Bargaining Agreement without change, except that the contract language shall be revised to reflect elimination of the Garage, Mechanics/Equipment/Repair, Sanitation, Parks and Construction/Sewer/Signs/Street sections. Exhibits 1 and 2 of the 1990-1993 Collective Bargaining Agreement shall be deleted from the 1993-1996 Collective Bargaining Agreement.

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 23855 Northwestern Highway, Southfield, Michigan 48075, 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.

SECTION 1: 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:

2/1/93

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

City of Wyandotte  
A Michigan Municipal Corporation

Christopher Calvin  
President

James R. DeSana  
James DeSana, Mayor

Milton Tomlin

William R. Griggs  
William R. Griggs, City Clerk

In Presence Of:

David L. Rothman

In Presence Of:

Sam Cotton

Rob Thiede

Art L. Sahl

Dated: 1-27-94

APPENDIX "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. Maximum employment duration is six (6) months.

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 house, 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.

FEBRUARY 1, 1993 TO JANUARY 31, 1994  
 CITY OF WYANDOTTE  
 WAGE SCHEDULE  
 AFSCME, LOCAL 894

CLASSIFICATION	START	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
LABORER/ JUNIOR OPERATOR	\$8.65 \$692.00 \$17,992.00	\$9.46 \$756.80 \$19,676.80	\$10.28 \$822.40 \$21,382.40	\$11.09 \$887.20 \$23,067.20	\$11.90 \$952.00 \$24,752.00
EQUIPMENT OPERATOR	\$12.17 \$973.60 \$25,313.60	\$12.58 \$1,006.40 \$26,166.40	\$13.00 \$1,040.00 \$27,040.00		
SENIOR OPERATOR	\$13.26 \$1,060.80 \$27,580.80	\$13.52 \$1,081.60 \$28,121.60	\$13.78 \$1,102.40 \$28,662.40		
MECHANIC	\$13.26 \$1,060.80 \$27,580.80	\$13.52 \$1,081.60 \$28,121.60	\$13.78 \$1,102.40 \$28,662.40	\$13.94 \$1,115.20 \$28,995.20	

FEBRUARY 1, 1994 TO JANUARY 31, 1995  
 CITY OF WYANDOTTE  
 WAGE SCHEDULE  
 AFSCME, LOCAL 894

CLASSIFICATION	START	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
LABORER/ JUNIOR OPERATOR	\$8.74 \$699.20 \$18,179.20	\$9.55 \$764.00 \$19,864.00	\$10.38 \$830.40 \$21,590.40	\$11.20 \$896.00 \$23,296.00	\$12.02 \$961.60 \$25,001.60
EQUIPMENT OPERATOR	\$12.29 \$983.20 \$25,563.20	\$12.71 \$1,016.80 \$26,436.80	\$13.13 \$1,050.40 \$27,310.40		
SENIOR OPERATOR	\$13.39 \$1,071.20 \$27,851.20	\$13.66 \$1,092.80 \$28,412.80	\$13.92 \$1,113.60 \$28,953.60		
MECHANIC	\$13.39 \$1,071.20 \$27,851.20	\$13.66 \$1,092.80 \$28,412.80	\$13.92 \$1,113.60 \$28,953.60	\$14.08 \$1,126.40 \$29,286.40	

FEBRUARY 1, 1995 TO JANUARY 31, 1996  
 CITY OF WYANDOTTE  
 WAGE SCHEDULE  
 AFSCME, LOCAL 894

CLASSIFICATION	START	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
LABORER/ JUNIOR OPERATOR	\$9.00 \$720.00 \$18,720.00	\$9.84 \$787.20 \$20,467.20	\$10.69 \$855.20 \$22,235.20	\$11.54 \$923.20 \$24,003.20	\$12.38 \$990.40 \$25,750.40
EQUIPMENT OPERATOR	\$12.66 \$1,012.80 \$26,332.80	\$13.09 \$1,047.20 \$27,227.20	\$13.52 \$1,081.60 \$28,121.60		
SENIOR OPERATOR	\$13.79 \$1,103.20 \$28,683.20	\$14.07 \$1,125.60 \$29,265.60	\$14.34 \$1,147.20 \$29,827.20		
MECHANIC	\$13.79 \$1,103.20 \$28,683.20	\$14.07 \$1,125.60 \$29,265.60	\$14.34 \$1,147.20 \$29,827.20	\$14.50 \$1,160.00 \$30,160.00	

EXHIBIT A

CITY OF WYANDOTTE  
LETTER OF UNDERSTANDING  
with AFSCME LOCAL 894

Relative Section of Agreement: ARTICLE XII, Overtime

Duration: Retirement or separation of all employees listed below, or modification of this Letter of Understanding by mutual agreement of the City and Union, whichever is first:

Overtime shall be offered, in accordance with Article XII, Section 6(B), in the following order:

SANITATION

1a.	Louis Cadarette	Senior Operator
1b.	Nick Karafotis	Senior Operator
3.	Terry Davis	Junior Operator/Laborer
4.	Frank Cowie	Equipment Operator
5.	Jack Wright	Senior Operator
6.	Trevor Herrick	Junior Operator/Laborer
7.	David Rothermal	Equipment Operator
8.	Thomas Linville	Junior Operator/Laborer

GARAGE/EQUIPMENT/REPAIR

1.	Raul Garza	Mechanic
2.	John Ross	Mechanic
3.	Brian Hill	Mechanic
4.	Robert Kirby	Mechanic

CONSTRUCTION/SEWERS/SIGNS/STREETS

1.	Gary Brown	Senior Operator
2.	David Thiede	Equipment Operator
3.	James Mull	Equipment Operator
4a.	Alan Sutton	Equipment Operator
4b.	Christopher Calvin	Equipment Operator
4c.	Charles Gray	Junior Operator/Laborer
7.	Joseph Deichelbohrer	Junior Operator/Laborer
8.	Robert Page	Junior Operator/Laborer
9.	Patrick Sickon	Junior Operator/Laborer
10.	James Olszewski	Junior Operator/Laborer

PARKS

1.	Robert Thiede	Senior Operator
2.	Steven Coburn	Equipment Operator
3.	Roger Standifer	Junior Operator/Laborer
4.	Terry Martin	Junior Operator/Laborer
5.	Joseph Syc	Junior Operator/Laborer
6.	Frank Palamara	Junior Operator/Laborer
7.	Shawn Meade	Junior Operator/Laborer

EXHIBIT A  
Continued

Employees hired on or after October 1, 1993, shall not be designated in any of the preceding sections.

Date: 1-27-94

Christopher Calvin  
AFSCME Local 894, President

Milton Tomlin  
AFSCME Council 25, Representative

Sam Cottone  
Sam Cottone  
Director of Administrative Services

James R. DeSana  
James DeSana, Mayor

William R. Griggs  
William R. Griggs, City Clerk



EXHIBIT B

CITY OF WYANDOTTE

LETTER OF UNDERSTANDING  
WITH  
AFSCME, LOCAL 894

ELIGIBILITY AND DESCRIPTION OF THE OPTION AFSCME LOCAL #894:

Eligibility

This option is only available to the employees within AFSCME Local #894 with twenty (20) or more years of service credit, or those employees with an age of fifty-five (55) with ten (10) or more years of credit on September 1, 1993.

Option Period

This option will be available to eligible employees for a period ending January 28, 1994. Employees exercising this option are required to give at least thirty (30) days notice prior to the actual retirement date. This means the actual retirement date must take place on or before March 3, 1994.

Description

1. Credited Service up to five (5) years will be added to existing service credit on the date of retirement of the employee. Deferral of up to five years of credited service is mandatory for all employees exercising this early retirement option. An employee credited service plus years purchased must equal a minimum of twenty-five years of credited service on the date of retirement.
2. For each year of credited service the Employer contributes into the pension system on behalf of the eligible employee, the eligible employee is required to relinquish thirteen (13) day of their sick or vacation accrual. The days relinquished will come from their maximum sick and vacation accruals allowed to be paid out at retirement.
3. The maximum sick and vacation accruals as described in the paragraph above shall be one-half of the total accumulation of sick days not to exceed eighty nine (89) days. The number of accumulated vacation days shall not exceed forty (40) days. An individual may also utilize his two personal days received in January 1994 to purchase credited service. These two days will also be utilized in calculating final average compensation.
4. In the event an employee does not have sufficient sick and or vacation days he/she will be allowed to contribute an amount equal to five (5) percent of his/her base annual salary for each year of service credit needed. The annual salary shall be increased by 1% and 3% which is the wage offer made by the City to the Union for contract year 1994 and 1995.
5. Under no circumstances will the service credit to be added allow the employee to exceed the maximum allowable retirement allowance.

EXHIBIT B  
Continued

6. The current pension calculation, final wage/benefit payoff and buyout figure will be based on all wage and pension calculation information contained in the AFSCME #894 and City of Wyandotte contract agreement dated February 1, 1990 through January 31, 1993 except as outlined in paragraphs 4, 7, and 8 of this communication.

7. For pension calculation purposes the base year calculation, hypothetical annuity calculation, and the Holiday Pay if applicable, will reflect the individual's current pay rate in the individual's pay classification on January 31, 1993. Added to the individual's 1-31-93 pay rate will be a 4% increase, which is the 1% and 3% contract wage increase offer made by the City, to the Union, for the 1994 and 1995 contract years. Said rate would be utilized from February 1, 1993 up to retirement date for the above referenced calculations.

8. The calculation of the sick and vacation payoff along with the purchase of five years of credited service will also be calculated at the individuals January pay rate classification at January 31, 1993 plus the 1% and 3% wage offer made by the City to the Union for the 1994 and 1995 contract years.

Date: 1/27/94

Christopher Caloni  
AFSCME Local 894, President

Milton Tomlin  
AFSCME Council 25, Representative

Sam Cottone  
Sam Cottone  
Director of Administrative Services

James R. DeSana  
James DeSana, Mayor

William R. Griggs  
William R. Griggs, City Clerk

EXHIBIT C

CITY OF WYANDOTTE

LETTER OF UNDERSTANDING

WITH

AFSCME, LOCAL 894

Relative Section of Agreement: ARTICLE X, SECTION 2 - PROMOTION.

Duration: This letter of understanding will terminate automatically on January 31, 1996.

This letter of understanding is being issued and agreed to between the City of Wyandotte and AFSCME Council 25, Local 894, as follows:

In the event of a promotion to another classification of an employee who has been receiving step-up pay for working in the new classification for a period equivalent to six (6) months, the City Engineer, at his discretion, may place the employee in the next pay step after the six (6) month trial period.

Date: 1-27-94

Christopher Calvi  
AFSCME Local 894, President

Milton Tomlin  
AFSCME Council 25, Representative

Sam Cottone  
Sam Cottone  
Director of Administrative Services

James R. DeSana  
James DeSana, Mayor

William R. Griggs  
William R. Griggs, City Clerk

EXHIBIT D

CITY OF WYANDOTTE

LETTER OF UNDERSTANDING - EARLY RETIREMENT  
WITH  
AFSCME, LOCAL 894

Relative Section of Agreement: ARTICLE XII, SECTION 6(B) - DISTRIBUTION.

Duration: This letter of understanding will terminate automatically on January 31, 1996.

This letter of understanding is being issued and agreed to between the City of Wyandotte and AFSCME Council 25, Local 894, as follows:

It was the intent of said parties that the exception for overtime within the first hour of normal quitting time would only apply if such overtime required is not repetitive.

Date: 1-27-94

Christopher Calver  
AFSCME Local 894, President

Milton Toulson  
AFSCME Council 25, Representative

Sam Cottone  
Sam Cottone  
Director of Administrative Services

James R. DeSana  
James DeSana, Mayor

William R. Griggs  
William R. Griggs, City Clerk

EXHIBIT E

CITY OF WYANDOTTE  
LETTER OF UNDERSTANDING  
WITH AFSCME, LOCAL 894

The City of Wyandotte ("City") and AFSCME Local 894 ("AFSCME") agree as follows:

1. If the October 20, 1993 tentative agreement ("tentative agreement") is ratified by both parties, this Letter of Understanding shall be added to their 1993-1996 collective bargaining agreement.
2. In the event of a conflict with a provision in the tentative agreement, this document shall control.
3. In the event that bargaining unit employees retire under the early retirement option described in the tentative agreement, the City agrees that it will fill the vacancies in those positions only through the regular promotion process. Nothing in this Letter of Understanding shall be construed to require the City to fill those positions, if they become vacant in the future as it is in the current agreement.
4. Exhibit A of the agreement shall be considered as an example regarding how overtime will be assigned. The parties acknowledge that it is current as of December 6, 1993. Throughout the duration of the 1993-1996 collective bargaining agreement, employees hired prior to October 20, 1993 shall be assigned to either the (1) Sanitation, (2) Garage/Equipment/Repair, (3) Construction/Sewers/Signs/Streets or (4) Parks Divisions for the

purpose of assigning overtime. In the event that an employee is promoted or transferred, Exhibit C will be modified to place that employee in the appropriate division. For example, if a Junior Operator/Laborer in the Parks Division is promoted to the Mechanic classification, he shall be placed in the Garage/Equipment/Repair Division for purposes of assigning overtime.

The City shall provide the Union with a current roster of Exhibit C and shall post it in the Department where other similar materials are posted.

5. The City will maintain its current practice of making promotions of qualified applicants within a division before considering other bargaining unit employees outside the division. For purposes of making promotion decisions, Exhibit A (as modified) shall determine which division an employee is assigned.

6. The City agrees that it will only assign employees to specific tasks for legitimate business reasons.

7. The City agrees that bargaining unit employees may only be demoted to a lower classification with just cause. \*It is not the intention of the City under the reorganization to demote employees: Rather to increase their value through cross training.

8. No later than February 1 of each year the City shall request that bargaining unit employees who wish to be cross-trained for a Mechanic position sign a standard form. Employees who submit such form shall be offered the cross-training as it becomes available, in order of bargaining unit seniority, provided that the employee continues to make satisfactory progress during the training period. During the first one hundred and sixty (160) hours of the training period, employees shall be paid the average of their current hourly rate and the minimum hourly rate for the Mechanic position. For the purposes of Senior operator the hourly rate of pay (for cross-training as a mechanic) shall be the average of the employees current rate and the mechanics rate at the next highest rate of pay. After the first one hundred sixty (160) hours of training, employees shall receive the minimum step for the Mechanic position. However, if the employee is a State certified mechanic he shall be immediately paid the minimum rate for the Mechanic classification, for all hours worked as a Mechanic.

9. The parties acknowledge that coverage under the long-term disability policy shall initially be provided by Canada Life Insurance Company. The City retains the right on all long-term disability insurance to provide equal coverage either through self-insurance or a carrier different than Canada Life Insurance Company.

10. An employee will be expected to do any job within that jobs classification. The City will take into consideration fear of heights, etc. Example: Existing Senior Operators who have not operated the Hi-Ranger because of the fear of heights would not be assigned to that job. To be promoted, employees must show they are able to perform all jobs in the new classification.

*11/11/94*  
*Mickie Tompkins*  
AFSCME Local #894  
Its:  
*Christopher Caloni*  
AFSCME Local #894  
Its:

*Sam Colton*  
City of Wyandotte  
Its: Director of Administrative Services  
Date: *11/11/94*

*David J. Rothman*  
AFSCME Local #894  
Its:  
Date: *1-11-94*

*Neil Kaufman*  
*R.J. Thiede*