

Agreement

between

The City of Hamtramck

and

AFSCME Local 666

Effective July 1, 2019 through June 30, 2022

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AGREEMENT

This agreement made and entered into, effective July 1 2019, by and between the City of Hamtramck, hereinafter referred to as the "Employer" or "City", and AFSCME Local 666 hereinafter referred to as the "Union".

PURPOSE AND 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 depends upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree; friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION - UNITY – SECURITY

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer with respect to all Employees of the Employer including in the bargaining units described, except executive employees in the City of Hamtramck.

Section 2.

a) Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on nor discriminate against any employee in regard to such matters.

b) Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required, under this Agreement, to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

c) If any provisions of the Article are invalid under federal law, the laws of the State of Michigan, or any provisions under the present Charter of the City of Hamtramck, such provisions shall be modified to comply with the requirements of federal, state, and city law, or shall be re-negotiated for the purpose of adequate replacement.

d) In the event that the Right to Work law, which became effective in March 2013, is repealed by the Legislature or by referendum or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, Michigan Court of Appeals or a federal court, Article 1, Section 2 shall automatically revert back to the language in II, B (Union Security) of the March to November 2015 contract. In the event that law is amended, the Union and City shall negotiate whether this Article should be amended.

ARTICLE 2 - MANAGEMENT'S RIGHTS

Section 1. The Employer shall remain vested with all management functions, including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge and discipline employees; to promulgate rules and regulations governing the conduct of employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules and job descriptions; to maintain order and efficiency; to determine the length of the work week; to accomplish the reduction of the work force for efficiency purposes; to control, direct and supervise all equipment, subject to the terms of this Agreement.

ARTICLE 3 - WAGES

Section 1. Attached hereto and marked Exhibit "A" is a schedule showing the pay grades and corresponding wage rates of the employees covered by this Agreement for the years July 1, 2019 through June 30, 2022.

All employee paychecks will be direct deposited.

Section 2. S-License Incentive – With approval of the Department Director employees may obtain S-License status. As of July 1, of each contract year, S-License levels will be determined. Any employee that holds an S-License and is working in a classification and performing a daily function that utilizes that license will receive a wage increase in accordance with the level license they hold for that fiscal year, as follows:

S-4 holders will be paid an additional \$0.25 an hour in addition to their regular pay.

S-3 holders will be paid an additional \$0.50 an hour in addition to their regular pay.

S-2 holders will be paid an additional \$0.75 an hour in addition to their regular pay.

S-1 holders will be paid an additional \$1.00 an hour in addition to their regular pay.

An employee gaining this additional pay will be required to maintain their licensure and city shall pay for any licensing fees required to maintain said licensure. Upon successful completion of any training and testing incurred to obtain an S-License, the city shall reimburse Employee for the cost of training, testing and licensing fees. Anytime an employee fails to maintain his/her license they will go back to their base pay amount listed in Exhibit A.

Section 3. Any employee working in a higher classification for more than two weeks consecutively shall be paid the wage differential.

Section 4. Upon agreeing to and signing this contract, bargaining unit members shall also receive a one-time payment of \$1,000.00.

ARTICLE 4 - DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount deducted to said Union provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union.

- a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- b) Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union, as prescribed above, the first pay period or each month.
- c) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the City.
- d) The Employer agrees to deduct from the wages of any employee who is a member of the Union a deduction as provided for in a voluntary written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit the deductions made, pursuant to this provision, promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 2. Local 666 will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of actions taken by the Employer for the purpose of complying with Article 4 of this Agreement.

ARTICLE 5 – SUBCONTRACTING / CONTRACTING

Section 1. The parties recognize the responsibility of the City to provide services to its citizens in the most economical fashion and that in appropriate cases outside contractors may be employed to perform such services. The City shall have the right, notwithstanding any provisions in the collective bargaining agreement, to immediately subcontract any of the city's DPS functions and services (non-office) that are currently being manned or operated by the bargaining unit employees. Nothing in this collective bargaining agreement shall prohibit contracting, subcontracting or outsourcing. An arbitrator shall not have jurisdiction to consider an alleged violation of the collective bargaining agreement due to the City's decision to contract, subcontract or outsource work previously done by the bargaining unit. However, outside contractors shall not be employed if such employment would result in layoffs of bargaining unit employees.

The City, may, however, employ outside contractors without any restrictions if such employment is necessitated by an emergency.

An emergency situation shall be declared by the City Manager and shall be considered to involve conditions presenting a present or imminent substantial danger to the health, welfare and/or safety of the public in which immediate preventative or corrective action is required. An

emergency situation will be considered to last conclusively for the first twenty-four (24) hours after the declaration thereof and will remain in effect thereafter so long as the danger is still present and cannot be eliminated without the use of non-City work crews.

ARTICLE 6 - EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees of this unit, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee in the unit covered by this Agreement.

ARTICLE 7 - SENIORITY

Section 1. A new employee shall work under the provisions of the Agreement, but shall be employed only on a six (6) month probationary basis, during which period he/she may be discharged without further recourse; provided, however, the Employer may not discharge or discipline for the purpose of evading this Agreement. After this probationary time, the employee shall be placed on the regular seniority list as of date of hire.

Section 2. Seniority is established primarily to serve as a basis for determining lay-offs and re-employment of City employees. Seniority is defined as the length of recognized service for the City of Hamtramck, commencing with the date of a regular appointment to a full time union position. Unless otherwise set forth herein, an employee's standing on a seniority list shall be determined by the total years, months, and days of service starting with the date of appointment to a full time union position. Seniority shall not be limited to period of time gained only within a particular position, but shall be cumulative.

Section 3. Layoffs and recalls will be based upon seniority. The employee with the least seniority in a position where layoffs occur will be laid-off first.

Section 4. The Employer shall post a list of the employees arranged in order of their seniority.

Section 5. Seniority shall be broken only by retirement, discharge, voluntary quit, which by definition shall be considered an absence for three (3) consecutive working days without notifying the Employer, or layoff for a period of more than three (3) years, or the length of seniority, whichever is less.

Section 6. In the event of a layoff, an employee so laid off shall be given fifteen (15) working days' notice of recall to work, mailed to his last known address by certified mail. The fifteen (15) working day time limit shall commence from the first attempted date of delivery of said notice. In the event the employee fails to make himself available for work at the end of the fifteen (15) working days, he/she shall be terminated and removed from the seniority list.

Section 7. Any employee in the bargaining unit who accepts a non-union position will do so for a six (6) month trial basis during which time he may voluntarily return to the bargaining unit. However, after said six (6) month trial period, the employee shall forfeit all seniority rights and recourse through the grievance procedure. Further, during said six (6) month trial period, the

employee shall not accumulate seniority in this bargaining unit. If said employee leaves union position, all banks of accumulated time, sick or vacation shall be paid out, per the terms of this contract, at the time of transition at union pay scale.

Section 8. The City shall give the Union and affected employee thirty (30) calendar days' written notice prior to a layoff. If requested in writing by the Union, the City shall meet with the Union during that thirty (30) day period to discuss possible alternatives to a layoff.

ARTICLE 8 – DISCIPLINE

All employees of the City are subject to rules and regulations outlined in the employee manual.

- (a) No Punishment Without Cause. No Employee shall be removed, discharged in rank or pay, suspended or otherwise punished, except for cause.
- (b) Requirement of a Written Statement. The Employee shall be furnished with a written statement of the charges and the reasons for disciplinary action.
- (c) Time Limit for Filing Charges. All charges shall be void unless filed within ten (10) days of Employer's discovery of the incident or issue for which Employer seeks to discipline Employee.
- (d) City Must Have Knowledge of Occurrence. The time for filing charges shall begin to run after the City receives notice of the alleged occurrence or supervisory personnel have knowledge, or with the exercise of reasonable diligence should have knowledge of the occurrence, whichever is first.
- (e) City Must Use Due Diligence. The City is required to use due diligence in its investigation of possible disciplinary action.
- (f) Due Process Must Be Provided. In any trial disciplinary proceeding, the Employee shall have reasonable time to prepare for the defense against charges preferred and shall have the right to be represented by Employee's union and/or counsel of Employee's choosing and cost. Employee shall be afforded due process.
- (g) Violence in the workplace. Employer has zero tolerance for workplace violence. Instances of violence or threats of violence shall result in immediate termination.
- (h) Equal employment opportunity. Employer and the Union agree to cooperate in a policy of equal opportunity for all employees and to prohibit discrimination and harassment as defined by federal, state and local law and to promote a full realization of equal employment opportunity through a positive and continuing effort.

- (i) No discrimination. There shall be no discrimination or adverse employment action against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, Union membership, or any other characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Elliot-Larsen Civil Rights Act, the Whistleblower Protection Act or any other similar laws, rules, or regulations that prohibit any other form of workplace discrimination, harassment, or retaliation. All such claims shall be subject to the grievance and arbitration procedures (Articles 7) as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims under this provision

ARTICLE 9 - GRIEVANCE PROCEDURE

Section. 1. Grievance Procedure. Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

STEP ONE: Within 15 days of the date the member receives actual knowledge, that is, actual notice of the actual event which gives rise to his/her alleged grievance, the problem shall be taken up informally between the Union's representatives and the Employee's department supervisor.

STEP TWO: Should Step One not resolve the issue within three (3) days, it shall then be taken up between the Union and the Director of Human Resources. If the matter is not resolved within seven (7) days of its submission to the Director of Human Resources, it may proceed to the next step of this procedure.

STEP THREE: Should Step Two not resolve the issue, then a meeting between the Union's representative and the City Manager or designee shall be formally requested in writing supported by a statement of the grievant involved and such meeting shall be held within a period of seven (7) days following such request.

STEP FOUR: If in any of the foregoing Steps either party fails to carry out the procedure outlined, or if the grievance is not satisfactorily resolved in the last preceding Step, the Union or Employer, as the case may be, may within ten (10) days of the Step Three decision, proceed to arbitration. An arbitrator shall be mutually agreed to. Unless otherwise set forth herein, the parties agree to be bound by the applicable rules of the Federal Mediation and Conciliation Service ("FMCS") 24 CFR 1404 *et. seq.*

ARTICLE 10 -ARBITRATION

Section 1. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the procedure of the preceding Article, the Union may request that the grievance be submitted for arbitration. The City and the Union, shall

select a neutral Arbitrator to hear all of the facts in the case and render a decision as quickly as possible. In the event an Arbitrator can't be agreed upon by both parties, he/she shall be selected by and under the rules of the FMCS. The decision of the arbitrator shall be final and binding upon both parties hereto.

Section 2. All such requests for arbitration shall be in writing, and by certified mail of a copy, addressed to Human Resources, shall state the precise issue to be decided, the specific portions of the Agreement which are claimed to have been violated, and the basis on which such violations are claimed. If not so requested within said ten (10) working days, the matter shall be considered settled on the basis of the last preceding disposition thereof.

Section 3. No more than one (1) grievance or dispute maybe submitted in one (1) arbitration proceeding except by mutual agreement of the parties. Matters involving disputes with respect to wages, job classifications and safety and equipment shall not be submitted to the arbitrator but shall follow the grievance procedure as set forth above.

Section 4. After designation of the arbitrator, a hearing shall be held as soon as practicable and the arbitrator shall issue an Opinion and Award in accordance with said rules, which, if within the arbitrator's jurisdiction, shall be final and binding on the parties and the employee(s) involved. Said Award shall be subject to any State and Federal Law or regulations applicable thereto.

Section 5. The fee of the arbitrator, his travel expenses and the cost of any room or facilities, shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of a party shall be borne by the party incurring them.

Section 6. The arbitrator shall not have the power to add to, subtract from or modify any of the terms of the Agreement, nor to make any recommendations with respect thereto. Neither shall he have the power to establish or change any job classification, wage rate, or rule on matters involving safety and equipment or to rule on any claim for money or benefits arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by any State or Federal Statute. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement based upon a grievance of any employee alleging violation thereof shall be deemed arbitral hereunder.

Section 7. No award involving wages due any grievant shall be made retroactive prior to the date the grievance was submitted in writing, unless the grievance is filed within ten (10) days of the grievant having knowledge of the situation.

All claims for back wages shall be limited to the amount of base wages the employee would have otherwise have earned, less any unemployment compensation. The arbitrator shall have jurisdiction to determine whether to offset any award for back wages from interim earnings.

Section 8. In consideration of the foregoing provisions of this Article, the Union agrees that there shall be no suspension of work or other interference with the operation of the Employer during the term of this Agreement with respect to, or based upon any dispute which is subject to arbitration under this Article, it being agreed that this Article provides the exclusive method of

determining all such disputes if no settlement thereof is reached under the grievance procedure herein; the Union further agrees that it will actively oppose and discourage any such action on the part of individual employees and will not support them in any violation of this Section, or oppose their discipline or discharge for doing so. The Employer likewise agrees that, with respect to any dispute which is subject to arbitration under this Article, it will not institute any lock-out of employees providing all relative provisions have been followed, nor with respect to any other dispute until exhaustion of the procedures prescribed herein.

ARTICLE 11- UNION STEWARD-ALTERNATE

Section 1. The Employer recognizes the right of the Local Union to designate, one (1) job Steward. He shall be a regular full-time employee. The Union may also appoint an alternate Steward to act in the place of the regular Steward.

Section 2. The Department Head or his designee shall grant the Job Steward permission to perform those reasonable tasks that are necessary in the performance of his/her obligations.

ARTICLE 12 - LEAVE OF ABSENCE

Section 1. Inasmuch as the employees are in a critical position with respect to work schedules and are relatively few in number, leave of absences shall not be allowed under this Agreement except as otherwise provided herein or by State or Federal Law or city charter.

Section 2. Long Term Disability: The City agrees to provide a long-term disability income plan which will provide the following benefits:

a) Employees shall receive benefits as provided in the insurance policy maintained by the City. A copy of this policy shall be provided to the union president and a new and current copy will be provided if the policy is changed or expires.

b) The City shall not pay nor will the employees earn the following benefits during the time an employee is receiving long-term disability benefits:

- 1) Vacation Leave
- 2) Personal Business Leave
- 3) Holidays
- 4) Sick Leave
- 5) Unemployment compensation
- 6) Worker's Compensation
- 7) Service credit or contributions to pension

c) Employees shall make all payments in advance for the continuation of any/all payroll deductions including, but not limited to, health/dental/vision coverage during any leave of absence covered by disability.

d) Any employee injured not in the line of duty and unable to perform his/her regular duties may be allowed light duty only when a vacancy or need exists and the employee can perform the essential functions of the job with or without reasonable accommodation. Compensation will be paid on the basis of the classification of work performed. Examination by a doctor chosen by the City Manager with the consent of the employee and the common consent of the Union will be mandatory for lighter work assignment. This section shall come into effect only after accumulated sick leave and vacation time has been exhausted.

Section 3. Jury Duty:

a) If called for jury duty, an employee shall be granted a leave of absence to serve said jury duty.

b) On jury duty service, the employee shall be paid the difference of his/her classification rate of pay and jury pay, provided the Employer is furnished with a receipt to verify such jury duty and rate of compensation received from the Court, alternatively the check may be turned over to the City and full pay received by employee.

d) If an employee serves a full day on jury duty, the City will pay the differential for a full day. If an employee serves a half day, the City will only compensate the employee for a half day. Employees that serve a half day on jury duty can work the half day or use accumulated personal business time. The employee must give proper notification to their immediate supervisor no later than two (2) working days after the employee receives notice from the Court.

e) Fringe benefits. During jury service, the employee will maintain all seniority rights and the City shall have no claim to the mileage rate the employee receives

ARTICLE 13 - LIMITATION OF AUTHORITY AND LIABILITY

Section 1. No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind, whatsoever.

Section 2. Any individual employee or group of employees who knowingly violate or disregard the grievance procedure set forth in Article 9 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

Section 3. Nothing in the Agreement shall constitute the recognition by the City of the right to cause any strike, work stoppage or cessation of employment of any kind whatsoever in violation of PA 336 (1947), as amended.

Section 4. It is agreed that in all cases of any unauthorized strike, slow-down, walk-out or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members during the first twenty-four (24) hours. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union Member shall not be entitled to or have any recourse to any other provision of this Agreement.

After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union members participating in any unauthorized cessation of work, and such Union Member shall not be entitled to or have any recourse to any other provisions of the Agreement.

ARTICLE 14 - VISITING RIGHTS

Section 1. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Steward and/or executive board members of Local 666 and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force after notification to the Department Head or his/her designee.

ARTICLE 15 - EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1 The City shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall be a violation of this Agreement where employees refuse to operate equipment unless such refusal is justified.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to persons or property or in violation of any applicable statute or court order, or governmental regulation relating to safety of persons or equipment.

Section 3. Any current full-time employee who has been off work for a suspension of five (5) days or more or is reinstated for any reason or off work for any absence, illness, or medical leave for a period in excess of sixty (60) days may be required, at the City's discretion, to have complete testing and evaluations repeated the same as a new hire, including a drug screen and physical examination.

The City reserves the right to send any current or returning employee for a drug screen, physical examination, psychological testing, or other evaluation, etc., if reasonable cause is established. "Reasonable cause" shall include, but not be limited to any instance where a bargaining unit employee:

- a) suffers a work-related injury requiring an examination at the City's designated physician/clinic, except for first aid (unless reasonable cause is established under other means);
- b) is involved in an accident while driving a City vehicle or operates City equipment where operating that equipment (such as chainsaw or chipper) while impaired could place the employee or another person in danger; .
- c) is involved in an accident and there is reasonable doubt about the validity of the employee's explanation of the cause of the accident.

Inspection of the damage by the employee's immediate supervisor shall occur immediately. Employees are required to truthfully and immediately advise their immediate supervisor of any accident.

Bargaining unit employees whose classification requires a valid C.D.L. shall submit to drug testing as required by law.

The City reserves the right to have the employee examined by a physician selected and paid for by the City.

The City agrees to comply with any and all applicable state and federal laws.

Section 4. Employees shall immediately report all defects of equipment to his/her Department Head, or his designee. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one (1) copy to be retained by the employee. The City shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Department Head, or his designee.

When occasion arises where an employee gives a written report on forms used by the City, of a vehicle being in unsafe operating condition, and received no consideration from the City, he/she shall take the matter up with the officers of the Union who will take the matter up with the City, commencing at the second (2nd) step of the grievance procedure.

Section 5. The Employer shall have the right to suspend any employee from his job, without pay, if the operation of a motor vehicle is necessary in the performance of his job and said employee's driving record is so unsatisfactory as to cause the Employer's liability insurance carrier to request that the employee's name be deleted from the list of City employees covered under the City's insurance policy.

For positions that require the employee to drive in the course of business, any employee who loses driving privileges in the State of Michigan must report immediately. Failure to report such loss of driving privileges is cause for termination.

ARTICLE 16 - MILITARY SERVICE

Section 1. An employee serving in the United States Armed Services shall be entitled to all the rights specified under Uniformed Services Employment & Reemployment Rights Act (USERRA).

ARTICLE 17-SEPARABILITY AND SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2. In the event that any provision of this Agreement is held invalid as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE 18 - COURT AND BEREAVEMENT LEAVE

Section 1. Any employee who is subpoenaed as the result of a work-related accident or involved in an accident while on duty, who must attend court shall suffer no loss of pay at their regular classification rate covering their regular scheduled time only. The employee shall advise his/her supervisor twenty-four (24) hours prior to taking court leave.

Section 2. Funeral Leave – An Employee shall be entitled to charge up to four (4) days per funeral to make preparation for and attend the funeral and burial of an immediate member of his family. An immediate member of the family for this purpose shall be deemed to be a current husband, current wife, parent or child of the Employee, and this leave will not come off the Employee’s sick time. Three (3) days for funeral attendance will be permitted for the purpose of attending the funeral of the following relatives: current parent-in-law, brother, sister, current brother-in-law, current sister-in-law, grandparent, and this leave is not to come off an Employee’s sick time. One (1) day funeral attendance will be permitted for the purpose of attending a funeral of the following relatives: aunt, uncle, niece or nephew. Days to attend funerals in the above cases shall not be deducted from accumulated sick leave.

Employees are required to provide specific documentation to evidence attendance at funeral, including a copy of the obituary and documents provided at the funeral home and/or funeral

Section 3. Upon the death of an employee in their department, one half (1/2) day off with pay will be granted to those who attend the funeral, except that a skeleton crew will be maintained in each department and at the discretion of the Department Head.

ARTICLE 19 - WORKERS’ COMPENSATION / INJURIES

Section 1. In case of injury or illness for which an employee is eligible for work related disability benefits under Michigan Worker’s Compensation Law, the employer may authorize salary payment which, with work disability payments, and benefits payable under the No Fault Law, equal the regular salary.

Section 2. The City may ask the employee to perform duties of lower capabilities (Light-Duty) if a vacancy or need exists and a Doctor allows for said light duty. Compensation will remain at the employees’ normal rate of pay.

ARTICLE 20-HOLIDAY PAY AND RATE

All employees will be eligible to receive holiday pay under the following regulations. Employees will be paid their current rate based on an eight (8) hour day for said holidays:

Section 1. Paid Holidays are designated as:

- | | | |
|----------------|------------------------------------|-----------------|
| New Year's Day | Martin Luther King, Jr.'s Birthday | President's Day |
| Good Friday | Memorial Day | Fourth of July |

Labor Day	Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve		

Section 2. The employee must work the preceding full work day before each holiday and the succeeding full work day after each holiday or be on an approved leave starting not more than one (1) week prior to the holiday and not more than one (1) week following the holiday; otherwise, no holiday pay will be granted. Employees calling in sick the day before a holiday or the day after a holiday shall not receive holiday pay for the holiday.

Section 3. Employees scheduled to work on an approved holiday will be paid for hours worked at one and one half (1.5x) their standard pay rate plus holiday pay. An employee called in for an emergency or if approved by the Department Head or supervisor, shall receive a minimum of four (4) hours at time and a half pay plus the holiday pay.

Section 4. Should a paid holiday fall on Saturday, then the Friday preceding that day will be taken as the paid holiday and, if the holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

Section 5. Holidays recognized in Section 1 of this Article that fall within an employee's vacation period will be considered a paid holiday and shall not be charged to the employee's vacation bank.

ARTICLE 21 – VACATION

Section 1. All regular full-time employees shall be entitled to paid time off, with pay, for vacations on the following basis: ·

a) Employees hired prior to January 1, 2020. Vacation shall be accumulated under the following provisions, upon completion of probation and granted by the employee's Supervisor and/or Department Director:

- | | |
|------------------------------|---------------------------|
| 1) After one (1) year | Ten (10) Working Days |
| 2) Two (2) to nine (9) years | Fifteen (15) Working Days |
| 3) Ten (10) years and More | Twenty (20) Working Days |

b) Employees hired on or after January 1, 2020. Vacation shall be accumulated under the following provisions, upon completion of probation and granted by the employee's Supervisor and/or Department Director:

- | | |
|-------------------------------------|---------------------------|
| 1) After one (1) year | Five (5) Working Days |
| 2) After two (2) to four (4) years | Ten (10) Working Days |
| 3) After five (5) to nine (9) years | Fifteen (15) Working Days |
| 4) Ten (10) or more years | Twenty (20) Working Days |

Vacation will be given on an employee's full time anniversary date of hire.

Employees may use their vacation on an hourly basis, with the approval of their Supervisor and/or Department Director.

Section 2. For the purpose of defining "for each month worked during this period," employees hired the first through the fifteenth (15th) of the month, their pro-rata days will be figured to the end of the preceding month, and employees hired the sixteenth (16th through the last day of the month, their pro-rata days will be figured to the first of the next month.

Section 3. An employee who returns from military leave of absence shall be credited according to Federal regulations.

Section 4. An employee who is absent from work for more than thirty (30) days for other than on-the-job injuries, will not accumulate vacation time.

Section 5. The City shall not pay vacation or other time off in advance.

Section 6. Vacation Banks shall be capped at one hundred sixty (160) hours. Employees with more than one hundred sixty (160) hours in their vacation bank as of their 2020 anniversary date will receive a payout of 100% of the value of their banked time over one hundred sixty (160) hours. Vacation banked time in excess of one hundred sixty (160) hours in succeeding years will be paid at a rate of 75% of the value of that vacation time on each individuals anniversary date.

ARTICLE 22 – SICK LEAVE

Section 1. Each Employee shall be granted one (1) workday per month, or twelve (12) work days of sick leave each year. Probationary employees are not entitled to sick leave. Employees may accumulate up to forty (40) sick days.

Section 2. Sick leave days shall accrue monthly and shall be computed on the basis of not less than twelve (12) paid in-service days, including any holidays, vacation, and paid sick leave.

Section 3. Sick Leave may not be granted in anticipation of future service.

Section 4. All authorized holidays falling within a period of sick leave shall not be counted as a regular work day.

Section 5. Employees may use their sick leave on an hourly basis, with the approval of their Supervisor and/or Department Director.

Section 6. Emergency sick leave shall be allowed in the event of an emergency in the employee's immediate family, to be deducted from the regular accumulated sick leave.

Section 7. Sick leave shall not accrue during leave of absence without pay.

Section 8. Unused sick leave may be accumulated by an employee not exceeding forty (40) working days.

Section 10. An employee may utilize his sick leave for absence due to personal illness or physical incapacity incurred not in the line of duty and/or necessitated by exposure to contagious disease in which the health of others would be endangered by their attendance on duty.

Section 11. An employee requesting to use sick leave shall inform their department head as soon as possible. Failure to do so prior to the start of the work shift may be cause for the denial of sick leave with pay for the period of absence.

Section 12. The employee may be required by the City Manager and/or Human Resources to produce evidence in the form of medical certificate or other evidence of adequacy of the reason of his absence during the time for which sick leave was granted.

Section 13. All accumulated and unused sick leave shall be credited to any employee recalled from lay-off, transferred to another department, or returned from a Leave of Absence.

Section 14. An employee receiving sick leave with pay, who simultaneously receives income under Worker's Compensation Act, shall receive only that portion of their regular salary which together said compensation shall equal their regular salary.

Section 15. Sick leave shall be capped at forty (40) days. Employees with more that forty (40) days in their Sick Bank as of 11/30/2019 will receive a payout of 100% of the value of their sick banked time over forty (40) days on or before 12/31/2019. Sick banked time in excess of forty (40) days on October 31 or each succeeding year shall be paid at a rate of 75% of the value of that time by or before December 1 of same year.

Section 16. Upon separation of employment that is voluntary, a maximum of 40 days may be paid at 75%. As a result of termination for cause, no sick time shall be paid out.

ARTICLE 23 - LIFE, HEALTH, DENTAL, AND ACCIDENT BENEFITS

Section 1. Active Employee Life Insurance: The Employer agrees to pay the full premium cost to cover members of the bargaining unit with Life Insurance Benefits as follows:

- a) Term Life Insurance- \$30,000

Section 2. Active Employee Health Care:

- a) Employees hired after April 7, 2005: shall be entitled to employee only health insurance coverage, subject to the terms and conditions set forth below and in accordance with applicable law.
- b) Employees hired prior to April 7, 2005: shall be entitled to health insurance coverage for the full time employee, their eligible spouse and dependents.
 - a. The City shall not provide health care coverage for the employee's spouse if the spouse is eligible to receive paid health coverage through an employer or former employer of the spouse. Paid health coverage is defined as: a plan that obligates the employer to pay a minimum of eighty (80%) percent of the annual premiums. As a condition of continued of spousal health care coverage, under this section, the City may require that the employee file an affidavit and or other documentation each

year or upon request attesting the spouse is not eligible for other employer paid health coverage.

- c) The City may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The City may change the open enrollment periods for existing health coverage plans, but not more often than twice annually. One (1) month prior to open enrollment 2021 health insurance, the Union and City will meet to discuss the possibility of family healthcare for all bargaining unit employees.
- d) The City will not make any payments in lieu of an employee's decision not to receive offered health coverage or other provided benefits.
- e) Except as otherwise provided herein, health coverage terminates on the effective day of termination, layoff or resignation. Health coverage for a dependent Spouse is terminate on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the employee). Health coverage for a dependent child is terminated on the date determined by health care legislation. Health coverage for dependents will be terminated in the event an employee fails to provide the City with proof of dependent eligibility.
- f) Health coverage shall be continued during any leave for which the employee receives full pay from the City. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid for by the City except where employee may be entitled to coverage by virtue of federal or state legislation. Employees on leave of absences without pay or on layoff are not entitled to continued health coverage paid for by the City but may be eligible for continuation coverage as provided by COBRA.

Section 3. Active Employee Dental/Optical/Short Term Disability: The City may provide Dental, Optical and Short Term Disability at its discretion.

Section 4. Retiree Health Coverage

- a) Full time employees hired on or after November 1, 2013, are not eligible for City paid retiree health care coverage.
- b) The city will determine on an annual basis its ability to offer health care benefits to retirees who were full time employees hired prior to November 1, 2013 and who retired at age 60, or older, with 25 or more years of service.

ARTICLE 24 - RETIREMENT

Section 1. Employees who retire on or after July 1, 1998 shall receive the following MERS benefit enhancements:

- 1. F55- Full benefits when the member or vested former member has attained fifty-five (55) years or older and has twenty-five (25) years of service. MCLA 38.1510 (4) Employees are vested in the pension plan after ten (10) full years of service.
- 2. B-2 Benefit Program Retirement Allowance (MCLA 38.1516)

3. All employees, regardless of hire date shall be obligated to contribute ten (10%) percent of their annual base wage towards pension benefits.

4. All employees hired after 7/1/2011 will be entitled to participate in the current defined benefit retirement plan but at a 1.5 multiplier.

ARTICLE 25 - WORK WEEK AND SCHEDULE

Section 1. The work day is scheduled during regular City hall hours from 8:00 a.m. until 4:00 p.m. or, as the city's needs dictate, as determined by Employee's supervisor.

Section 2. Work Week: The work week shall be forty (40) hours, including one (1) hour lunch period per day with time and one-half for all time in excess of eight (8) hours in any one day including lunch period in the employee's scheduled work day. Lunch hour is not to be taken at the beginning nor at the hour preceding the end of the eight (8) hour workday, unless approved by a Supervisor. To receive a one (1) hour paid lunch, the employee must work a full seven (7) hour day.

Section 3. Employees shall receive a fifteen (15) minute rest period for each one-half day of Work.

Section 4. For the purpose of payroll, those employees required to punch time cards upon commencing and leaving work when punching in five (5) minutes up to fifteen (15) minutes tardy in the beginning of the day shall be docked fifteen (15) minutes. Any employee tardy more than fifteen (15) minutes shall be docked in quarter (1/4) hour segments thereafter.

An employee who fails to punch in or out shall be disciplined, unless the employee's supervisor certifies that the employee was actually at work at the required time.

The requirement to punch in shall be established by administration.

ARTICLE 26 – OVERTIME/REST PAY

Section 1. All bargaining unit employees shall be paid one and one-half (1½) times their rate of pay after eight (8) hours worked in any twenty-four (24) hour period and any hours worked in excess of forty (40) hours in a work week. Pre-approved vacation time shall count towards the calculation of a 40-hour work week for purposes of calculating overtime. Earned sick time shall count toward the accumulation of the 40 hour threshold for receipt of overtime. Time off without pay shall not count toward the accumulation of the 40 hour threshold for receipt of overtime.

Section 2. Overtime shall be assigned in terms of the employee's seniority standing on a seniority list. In the event an employee does not avail him/herself the opportunity to work overtime, he/she shall not be given overtime opportunities until everyone else on the applicable overtime rotation is given the opportunity to work overtime again. .

Section 3. An employee working overtime will be entitled to a paid lunch period after four (4) hours of overtime. Said lunch period will be of one-half hour duration.

Section 4. An employee working on a Sunday or on a paid holiday will be entitled to one and one half (1.5x) their regular rate of pay. On a holiday, an employee working would get one and one half (1.5x) for any hours worked in addition to their holiday pay.

Section 5. Employees may choose to have overtime hours, at a rate of 1.5 times hours worked, placed in an ATO bank in lieu of payment.

1. ATO banks will be capped at forty (40) hours.
2. ATO banked time in excess of forty (40) hours on October 31 of each year shall be paid out by or before December 1 of same year.
3. Any unused ATO will be paid out upon separation or retirement.
4. Use of ATO time cannot cause overtime.
5. Use of ATO time must be approved, in advance, by Supervisor at his/her discretion.

ARTICLE 27 – CALL BACK PAY/EMERGENCY SITUATIONS

Section 1. An employee receiving an emergency call from their department head or supervisor shall be assured four (4) hours work and pay at the rate of one and one-half (1 ½) times employee's hourly rate when returning for duty. If work exceeds four (4) hours the employee will be paid at the rate of one and one-half (1 ½) times employee's hourly rate for all hours worked.

Section 2 Employees shall report to work within a reasonable time in an emergency, as determined by the City Manager, unless on an approved vacation, sick leave or if the employee has consumed any substance that would impair their ability to perform their duties in accordance with applicable law.

ARTICLE 28 – STANDBY

Section 1. All qualified employees of the Public Services Department shall be eligible to participate in the standby provisions of this Section. Scheduling of standby will be done in advance, for twelve (12) month periods, throughout the term of this Agreement. There shall be at least four (4) employees participating during each twelve (12) month period.

Section 2. In the event that less than four (4) employees volunteer to participate during any twelve (12) month period, qualified employees will be assigned in reverse order of seniority until there are four (4) qualified employees assigned for that twelve (12) month period.

Section 3. All employees selected pursuant to Paragraphs 1 and 2 above, will be scheduled for seven (7) continuous periods where they will be on standby, pursuant to the terms of this provision, on a rotating basis with all other selected employees of the Water and Sewer Department. The schedule shall be determined solely at the discretion of the Department Director, but will be divided equally among all participating employees.

Section 4. Standby periods will be seven (7) full days, beginning 4:00 p.m. Monday afternoon and ending the following Monday at 8:00 a.m.

Section 5. All employees participating in the standby rotation will be paid a sum of one hundred dollars (\$100.00) per week of standby pay in addition to the call-in pay provided, pursuant to Article 27 (Call Back Pay/Emergency Situations), of this Agreement.

Section 6. All employees participating in the standby rotation shall carry a City issued emergency cell phone. A City owned vehicle will be made available to the employee during their period of standby rotation. The emergency cell phone and City owned vehicle shall be used for conducting City business only.

Section 7. If an employee, who is scheduled to work standby, is unable to perform those duties for reasons beyond his/her control, the employee shall notify the Supervisor or Department Director immediately. In such event, a replacement employee will be assigned standby. Such replacement employee shall receive fifteen (\$15.00) for any day in which he/she is on standby. If the scheduled employee is unable to find a replacement, the least senior qualified employee will serve as the replacement. Any amounts paid to the replacement employee will be deducted from the scheduled employee's standby pay.

Section 8. The City shall have the right, at its sole discretion, to eliminate these standby provisions by giving thirty (30) days' written notice to the Union of its intention to do so. The City's decision to eliminate the standby program will result in the elimination of this provision, will not be subject to further discussion during the term of this agreement, and will not be subject of the parties' grievance procedure.

ARTICLE 29 – GENERAL

Section 1. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 2. The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the Employer, free of charge to the employee, at the standard required by the Employer.

Section 3. Suitable rain coats, hats, boots, winter coveralls and safety equipment will be furnished by the Employer at its discretion. Upon presentation of receipts employees required to regularly work outside will be reimbursed up to \$250 annually for necessary work shoes.

Section 4. The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists for the use of the Union. All notices posted shall be limited to notices of Union meetings and social affairs, notices of Union elections and results thereof and other official business, except political material, of the Local and International. All other material may be removed from the board and appropriate discipline taken as to violators.

Section 5. Vacancies occurring in any position in the bargaining unit in any department shall be posted on the bulletin board of each department for not less than five (5) working days, and shall include the classification of the vacancy, the minimum qualifications and pay rate. The

successful bidder will be notified. All new job classifications created after the execution of this Agreement shall be posted in conformity with this Section.

Section 6. The City shall notify the Union immediately when any classification not listed on the wage schedule is established, The Employer may establish a classification and rate structure. In the event the Union within two (2) weeks thereafter, notifies the Employer in writing that it disagrees with said rate, the matter shall be subject to negotiations between the parties, otherwise the rate shall be effective as of the first date employees were assigned to the classification.

Section 7. Vacancies will be filled according to seniority, if all other matters such as ability and other qualifications are equal in the opinion of the Employer. Bids within the particular Department involved will be given preference.

Section 8. With regard to employment, residency shall be in accordance with Michigan State Law.

Section 9. No person who is a spouse, spousal equivalent, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spousal equivalent of any of them, whether by marriage, or by blood, or by adoption, of any member of city council, mayor, or of the city manager may be hired or promoted during the term or tenure of that officer, and no employee of the City may be supervised by a relative.

Section 10. EXTENSION OF WORK DAY: The Employer has the right to require an employee to continue to work up to two (2) hours past the regular work day to complete unfinished job assignments without institution of the overtime seniority list. This is intended to cover unforeseen extension of the regular workday.

Section 11. In-Service Training: If employer requires job-related training, the cost of such training (Tuition, Books, Travel Time, Etc.) shall be paid by the employer upon successful completion and certification of same.

Section 12. Reclassifications: Procedure for reclassification: The aggrieved employee who feels his job is under classified shall file a written request for reclassification or upgrade hearing. The Reclassification Hearing shall be conducted within thirty (30) business days of filing the written request. The Review board shall consist of two (2) Union Representatives (President and Steward or Secretary/Treasurer, as conditions warrant), two (2) from the Management (City Manager, HR, Department Head, Etc.). The Review Board Committee must review and weigh all evidence, make a comparative study and submit a determination of their findings by majority rule within thirty (30) days of the hearing date. Any new classification will become part of the bargaining unit (opt out allowed by "Right to Work" legislation) as determined by the City Manager and the Union through its bargaining committee.

Section 13. Veterans-Reserves-Education: Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the armed forces reserves, as provided by Federal, State, Local Laws, Rules and Resolutions.

Section 14. Statutorily required emergency manager provision: This Agreement adopts by

reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, PA 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 Government and School District Fiscal Accountability 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 a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

ARTICLE 30 - DISCRIMINATION AND COERCION

Section 1. Both parties agree that the provision of the Agreement shall be equally applied to all employees without discrimination or coercion as to age, sex, race, color, marital status, creed, national origin or political affiliation.

ARTICLE 31 - WHOLE AGREEMENT

Section 1. No Agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding and arrangements heretofore existing.

Section 2. Portions of this Agreement may be modified upon written agreement between both parties.

ARTICLE 32- TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from December 14, 2019 to June 30, 2022, and shall continue in full force and effect from year to year thereafter unless written notice of desire to modify, cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to date of expiration.

In the event negotiations extend beyond the expiration date of this agreement, terms, and provisions of this agreement shall remain in full force and effect pending agreement on a new contract.

Should any provision of this Contract be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of the Contract shall remain in full force and effect for the duration of the Contract.

ARTICLE 33 - RATIFICATION

The signature of the City Manager with the approval of all approving governing bodies, shall constitute final action of acceptance of this Agreement by the City of Hamtramck.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as approved by Hamtramck City Council Resolution 2019-114

For the Union:

For the City:

Andrew F. Robinson, President, Local 666

Date



12-18-2019

Carlos Cross, Michigan AFSCME Council 25

Date

For the City



2.7.20

Karen Majewski, Mayor

Date



12-16-19

Kathleen A. Angerer, City Manager

Date

EXHIBIT "A"

WAGE SCHEDULE

EFFECTIVE JULY 1, 2019 - JUNE 30, 2022

The Following Pay Grades shall remain in effect:

	July 1, 2019	July 1, 2020	July 1, 2021
	6%	3%	1%
6	36,574.24	37,671.47	38,048.18
9	38,984.68	40,154.22	40,555.76
12	41,435.40	42,678.46	43,105.25

Wage Differential is half the difference between the employee's regular base pay and that of the higher classification.

EXHIBIT "B"

LAST CHANCE AGREEMENT

WHEREAS, the above referenced individual was found guilty of violation of the drug and alcohol policy described in the collective bargaining agreement between the City and AFSCME Local 666 on _____, and;

WHEREAS, City Of Hamtramck 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 City of Hamtramck 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.

5. Once authorized to return to duty, the employee must submit to a periodic urinalysis on a timetable as may be determined by the Substance Abuse Provider, with a minimum of at least six (6) times in the first twelve (12) months, and subsequent random testing in accordance with the collective bargaining agreement between the City and AFSCME Local 666. The alcohol and drug re-testing shall be paid for by the employee. The employee may use City-provided health insurance if covered by that policy.
6. _____ 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 Hamtramck, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

7. _____ will be credited with seniority, for promotional Purposes, for time separated from City of Hamtramck between _____ and the date of return to duty. No other wage or benefit is due or owing, and waives any claim thereto.
8. The Union shall withdraw with prejudice the Grievance# _____ (agrees not to file a grievance) and shall release and discharge the City from any and all claims relating thereto. The City shall release and discharge AFSCME Local 666 ("the Union") and _____ from any and all claims relating thereto. _____ shall release and discharge 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 Hamtramck whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Hamtramck and the Union.
9. 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.
10. 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.
11. The employee and Union have the right to grieve and submit to arbitration the question whether the employee violated any of the terms of this Last Chance Agreement. In the event that the arbitrator finds that the employee violated the terms of this Last Chance Agreement, the arbitrator shall have no authority to modify the penalty imposed by the City.
12. This last chance agreement is for _____ only. This is a non-precedent setting last chance agreement.
13. This last chance agreement shall expire five (5) years after its effective date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

Date _____ day of _____, 20__

Union Representative

City Manager