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CITY OF WYOMING

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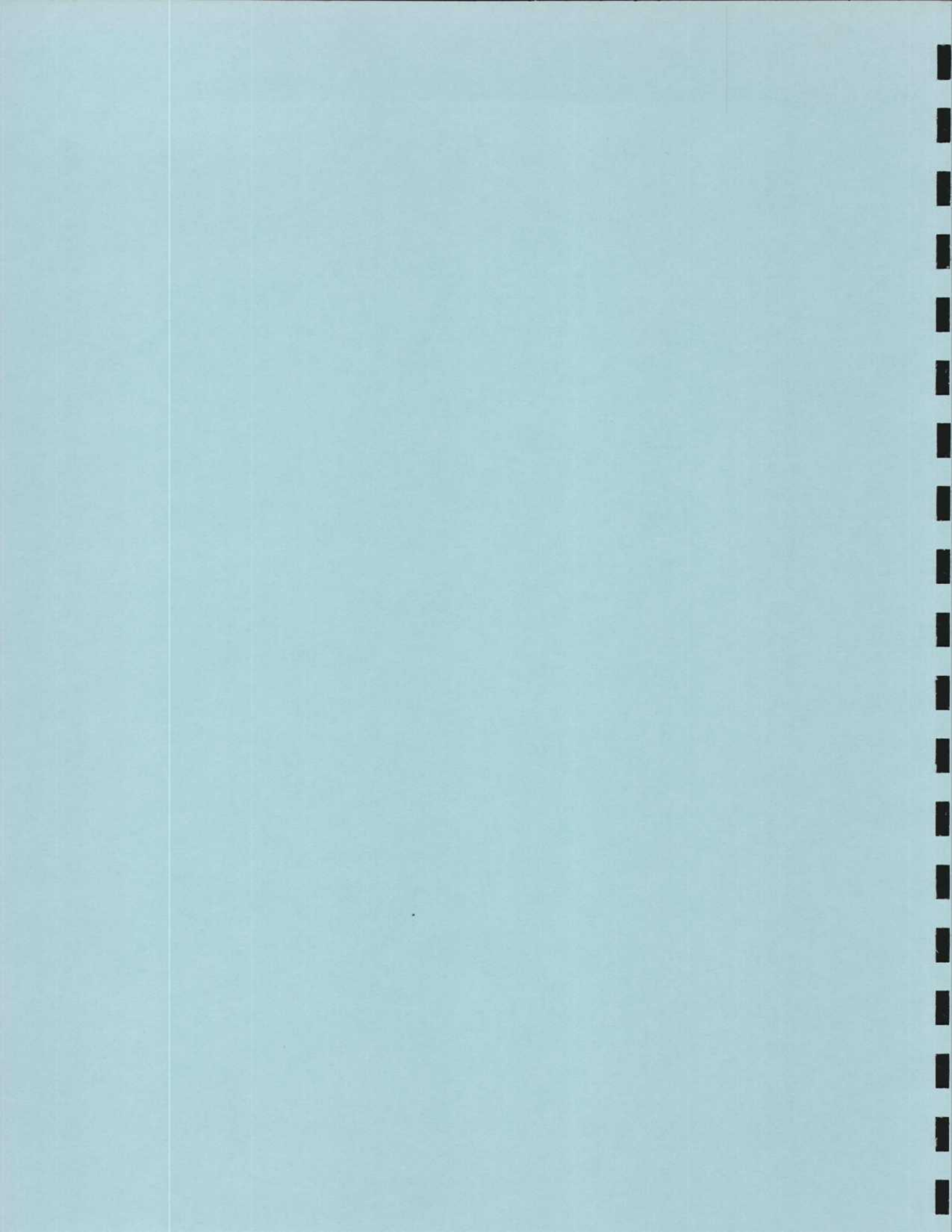
POLICE OFFICERS LABOR COUNCIL

DISPATCHER AND TELEPHONE
OPERATOR UNIT

COLLECTIVE BARGAINING AGREEMENT

July 1, 1995 - June 30, 1998

Wyoming, City of



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AND

POLICE OFFICERS LABOR COUNCIL

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CONTRACT

This Contract entered into by and between the City of Wyoming, hereinafter referred to as "City", and the Police Officers Labor Council, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

Section 1. Union Recognition. The City recognizes the Union as the exclusive collective bargaining representative for the employees, as defined in Section 2. of this Contract, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment for the term of this Contract, pursuant to the provisions of Act 379 of the Michigan Public Acts of 1965, as amended.

Section 2. Union Members. The collective bargaining unit shall be composed of all Dispatcher I, Dispatcher II, and Police Telephone Operators employed by the City of Wyoming, excluding all other employees of the City of Wyoming.

ARTICLE II

RIGHTS OF THE CITY

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States and by the Charter of the City of Wyoming. Further, all rights which ordinarily vest in and are exercised by the City, except such as are specifically relinquished in this Contract and are consistent with the terms of this Contract, are reserved to and remain vested in the City, including the following:

(a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, materials, or methods of operation;

(b) To introduce new equipment, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;

(c) To construct, improve, and determine the number, location, and type of facilities and installations;

(d) To hire and assign employees;

(e) To permit employees not included in a bargaining unit to perform bargaining unit work when it is necessary for the conduct of municipal services; provided, however, that, before exercising this Subsection, the City will meet with the Union;

(f) To direct the work force, assign work, and determine the number of employees assigned to any particular job, shift, or operation;

(g) To establish, change, combine, or discontinue job classifications and to determine wage rates, provided that, prior to any implementations, the Union shall have the right to review the same with the City and, if no agreement is reached, the Union may only grieve the question of reasonableness;

(h) To establish work schedules;

(i) To discipline and discharge employees for just cause;

(j) To adopt, revise, and enforce rules after review by the Union;

- (k) To carry out cost and general improvement programs;
- (l) To transfer or demote employees from one classification, department, or shift to another for just cause;
- (m) To determine the qualification and competency of employees to perform any available work;
- (n) To promote or transfer employees to supervisory, administrative, or other positions.

ARTICLE III

UNION REPRESENTATION

Section 1. Bargaining Committee. The City recognizes a Bargaining Committee not to exceed two employees plus representatives who are not employees. Each party shall furnish to the other a written list of the members of the Bargaining Committee. The Bargaining Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and contract administration.

Section 2. Committee - Tide Off. In the event it is necessary for a member of the Bargaining Committee to act upon a grievance or other Union business during working hours and such grievance or business would interfere with the performance of that employee's regular duties, a request of such necessity shall be made to the Police Chief, who shall not unreasonably withhold the granting of such request. The City shall pay the Bargaining Committee members their regular rate of pay for time spent during their regular working hours involving grievances and collective bargaining in accordance with the provisions of this Contract. At the request of the Union, but not more than once each month, the Union shall have the right to meet with the City on issues arising out

of or pursuant to this Contract. Union representatives shall have reasonable access to the police station at all hours. The City may not refuse a request by any member of the Bargaining Committee to be transferred to the day shift for the days of Contract negotiations, irrespective of seniority and the employee's normal shift assignment, provided that the City may then transfer another person to fill the position.

ARTICLE IV

UNION SECURITY

Section 1. Copy of Contract. The City shall furnish a copy of the current Contract to all employees.

Section 2. Fees. As a condition of continued employment, all employees included in the bargaining unit at the start of their employment with the City shall either become members of the Union or pay to the Union the monthly dues and assessments required of Union members or an amount equal to the Union dues and assessments. An employee shall be deemed to be in compliance with this Section if such employee has tendered the dues or service fees and the assessments to the Union and if such employee is not more than 60 days in arrears in payment of such dues or service fees and assessments.

ARTICLE V

CHECKOFF

Section 1. Deductions. During the term of the Contract, the City shall deduct periodic monthly Union membership dues or the monthly service fee from the pay of each employee who voluntarily executes and files with the City a proper Checkoff Authorization Form. The following Checkoff Authorization Form shall be used exclusively and shall be supplied by the Union:

be delivered to the City Personnel Department before any payroll deductions are made. Deductions shall be made thereafter only under the written Checkoff Authorization Forms, which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the City.

Section 3. Duplicates. In cases where the City makes a deduction which duplicates a payment already made to the Union, refunds to the employee will be made by the Union.

Section 4. Notice of Dues. The Union shall notify the Personnel Director of the proper amount of Union dues or service fees and any subsequent changes in such amounts. The City shall furnish the designated financial officer of the Union a monthly record, in duplicate, of those employees for whom deductions have been made, together with the amount deducted.

Section 5. Disputes. If a dispute arises as to whether an employee has properly executed or properly revoked a written Checkoff Authorization Form, no further deductions shall be made until the matter is resolved.

Section 6. Employee Names. The City will make available to the Treasurer of the Union the names of all employees separated from the payroll, recalled or rehired, on layoff, or on leave of absence.

Section 7. Payment to Union. The foregoing deductions shall be made biweekly. The amounts deducted and a list of the employees from whose wage deductions have been made shall be sent to the Treasurer of the Union within a reasonable time there-after. The Union agrees to collect all special assessments, initiation fees, and similar member charges without deductions being made from the employee's wages.

Section 8. Agency Shop. As a condition of continued employment, all employees

included in the collective bargaining unit set forth in Article I, Section 1 shall either become members of the Union and pay to the Union the periodic monthly dues uniformly required of all Union members or pay to the Union a monthly service fee. An employee shall be deemed to be in compliance with this Section after tendering the periodic dues or service fees to the Union and if he is not more than 60 days in arrears of payment of such dues or fees.

Section 9. Indemnification. The Union shall defend, indemnify, and save the City harmless against any and all claims, demands, suits, or other forms of liability arising out of this Article and Article IV.

Section 10. Refunds to City. Upon representation of proper evidence thereof, the Union shall refund to the City any amounts paid to it in error because of the checkoff provision.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Work Week. The work week of full-time employees shall be eight (8) consecutive hours per day, including a paid thirty (30) minute lunch period, five (5) days and forty hours per week. The parties shall continue their present practice regarding employee breaks during the working day.* All bargaining unit employees working in excess of eight (8) hours per day or working in excess of forty (40) hours per week shall be paid at the rate of time and one-half of regular pay. If an employee is required to work more than eight (8) hours in any twenty-four (24) hour period of a scheduled shift change, only regular pay shall be received. If an employee who is working on a work week other than Monday through Fridays works on the first scheduled day off, such employee shall receive pay at the rate of one and one-half times the regular rate of pay and, if

*See Memorandum of Understanding.

such employee works on the second scheduled day off, such employee shall be paid at the rate of double the regular rate of pay. An employee must work his/her first scheduled day off to be eligible for the double time rate of pay for the second scheduled day off.

Section 2. Time Off. No provisions of this Contract concerning overtime shall prohibit an employee and the Supervisor, by mutual agreement, from making arrangements for time off for personal reasons. The employee shall make up the time at the discretion of the Supervisor.

Section 3. Shift Premium Pay. Shift premiums shall be 30 cents for the second shift, 45 cents for the third shift and 50 cents for the swing shift. Shift premiums shall be added to the regular rate of pay, and overtime shall be applied to that rate. Premiums shall not be cumulative. An employee who works four or more hours on a shift allocated shift premium will be paid the shift premium for all hours worked on that shift. An employee who works on a shift allocated a shift premium on a scheduled day off will be paid the shift premium for all hours worked on that shift. If hours worked overlap another shift, the employee will be paid the shift premium for that shift where the majority of the hours worked are on the second or third shifts.

Section 4. Shifts - Establishment. The City shall notify the Union of the normal shift starting times for each classification prior to the execution of this Agreement. Thereafter, the City may modify such normal shift starting times by up to two hours. Any such changes in normal shift starting time shall first be discussed with the Union after reasonable notice; provided, however, where a shift schedule for a particular period of time has been posted and bargaining unit employees have exercised their shift preference seniority, shift starting times may not be changed for the duration of the period established by the shift schedule except by agreement of the parties.

Section 5. Overtime Computation. For the purpose of computing overtime, an

employee, absent because of authorized sick leave with pay, jury leave or Court appearance with pay, holiday, or vacation, shall be considered to have worked normal shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

Section 6. Overtime Preference and Equalization. No overtime shall be worked unless authorized by the Department Head or the designee. Regular full-time employees shall have preference for scheduled overtime over part-time and seasonal employees. The definition of scheduled overtime shall not include the manning of regularly scheduled shifts by Part-time employees nor shifts manned by sworn Wyoming Officers.

Subject to the City's right to use Police Officers to fill vacancies created by absent or ill employees, every employee within a classification shall have an equal and impartial opportunity for overtime work on the following basis.

For overtime work scheduled more than a week in advance, a voluntary sign-up system may be utilized to supplement the departmental list for overtime work. In such cases, overtime is offered first to qualified departmental employees on the volunteer list to be divided among the volunteers as equally as reasonably possible, subject to the amount of overtime and scheduling requirements. If sufficient volunteers are not then available, a request will be made to qualified employees on the departmental list and thereafter the low seniority employee will be required to work the overtime.

When the overtime is available on less than one week's notice, selection will be made in order of the employee's position on the departmental overtime list and, where no volunteers are available, the low seniority employee will be required to work the overtime. Where a vacancy occurs with less than two hours' notice, the overtime may be offered first to the qualified employees on duty in the

affected classification and thereafter to any other qualified employee on duty.

Requests to work overtime will be based on the employee's ability to perform the work and shift assignments. Employees required to work overtime shall be given advance notice if reasonably possible. When an employee has been requested and chooses not to work overtime, such employee, for the purpose of updating the overtime records, shall be credited with said hours of overtime without pay as if worked. No employee will work more than 16 hours in one day unless required by an emergency.

Section 7. Disaster. In the event of the occurrence of a tornado, conflagration, riot, or any other community disaster, declared as such by the City Council, Mayor, or City Manager, any employee may be ordered to work overtime in order to secure the peace, health, safety, and welfare of the citizens and properties of the City and shall be entitled to regular pay for hours worked on such occurrences unless the magnitude of the event would exhaust the City's budgetary capacity. In such cases, compensatory time off will be granted at such times as mutually agreed. The City in such emergency situations may utilize volunteers. This Section as concerns pay shall be subject to a 45-day limit.

Section 8. Call Out. In the event that an employee is called out for work outside the scheduled working hours, such employee shall be compensated at overtime pay. This provision shall apply only to the regular work week when said employee has worked at least 8 hours in his last regular shift prior to being called out unless on an approved paid absence. When an employee is called out for work other than during the normal working hours, the employee shall receive a minimum of 2 hours pay for each call out. Provided, however, no employee shall be paid for more than 2 call outs if the call outs are made within any 2-hour period. Court appearances not arising

from a subpoena or request by representatives of the City shall not be included in call out pay.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean any dispute between the City and the Union or between the City or any employee or employees arising out of the interpretation, application, or administration of a specific Article or Section of this Contract or any rule or regulation subject to Article II, Section 1(k). Each grievance shall set forth the facts pertaining to the alleged violation and any pertinent Section of this Contract or any rule or regulation which is deemed violated.

Section 2. Grievance Steps. Grievances shall be processed in the following manner:

Step 1. The aggrieved employee or the Grievance Chairman, if the grievance involves a group of employees or the Union, will Present the grievance in writing to the Division Commander within 10 working days after the date the employee knew or should have known of the existence of the event which gave rise to the grievance. Said Commander shall give his answer in writing within 5 working days after the date the Commander receives the grievance.

Step 2. If the grievance is not settled in Step 1, it shall be signed and submitted by the employee or the Grievance Chairman to the Police Chief and the City Personnel Director within 10 working days after said Commander's decision is received. The Police Chief shall reply to the grievance in writing within 10 working days after the date the Police Chief receives the grievance.

Step 3. If the grievance is not settled in Step 2, the grievance shall be

Presented to the City Manager within 10 working days after receipt of the decision of the Police Chief. The City Manager shall provide an opportunity for the Grievance Committee to meet with him within 5 working days after receipt of said grievance for the purpose of discussing the grievance. The City Manager shall reply to the grievance in writing within 10 working days after the presentation of the grievance or within 10 working days after the meeting with the Grievance Committee, whichever is longer.

Any grievance by the City against the Union shall be filed with the Union President and shall be answered in writing within 10 working days of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4. If no satisfactory settlement is reached in Step 3, the grievance may be submitted to arbitration. Within 15 days from the receipt of the decision of the City Manager, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven arbitrators. A copy of this request shall be given to the City. The Union and the City shall alternately strike names from the list with the decision as to who is to strike first being decided by a flip of a coin. After six names have been stricken, the remaining name shall be the arbitrator. The Union shall notify FMCS of the selection. Arbitration shall be in accordance with the rules and procedures established by FMCS. The decision of the arbitrator shall be final and binding on the parties hereto. The arbitrator shall be bound by this Contract and shall not modify, alter, or change the terms and, if he does, either party may process an appeal of said decision to Court. Costs of the arbitration shall be borne equally by the parties hereto.

Section 3. Time Limits. All procedural requirements of Article VII, Section 2, are

necessary for the processing of any grievance unless waived in writing by both parties. Working days shall mean Monday through Friday, excluding holidays. Whenever any officer or employee of the City is required to answer a grievance on behalf of the City within a certain period of time, failure to do so within the prescribed time shall mean the grievance is resolved in favor of the Union or the employee.

Section 4. Court Reporter. Either party may at its own expense employ the services of a certified court reporter for the purpose of preserving the proceedings of the arbitration hearing.

Section 5. Witnesses. Upon the request of the Union, the City shall make employees who are on duty available as witnesses at the arbitration hearing.

ARTICLE VIII

SENIORITY AND LAYOFF

Section 1. Seniority.

(a) "City Seniority" shall mean the employee's continuous employment on a full-time basis with the City, including approved absences. City seniority shall determine vacation accrual, longevity, sick leave, and similar items.

(b) "Classification Seniority" shall mean the employee's continuous employment on a full-time basis in his or her classification which shall include approved absences. Classification seniority shall determine layoff and recall, vacation preference, and shift preferences.*

Section 2. Layoff.*

(a) Layoff shall mean a reduction in the work force. Except in cases of disaster as defined in Article VI, Section 7 of this Contract, the City shall notify in writing any

employees to be initially laid off at least fifteen (15) days prior to the layoff.

(b) No permanent or probationary employee shall be laid off in any classification while a seasonal or temporary employee is performing the same or similar work.

(c) Permanent employees shall have seniority in their classification, and employees shall be laid off in inverse order of their seniority in their classification. Such laid off employees may then bump an employee with the least City-wide seniority in a position in the bargaining unit in which the laid off employee is qualified to perform with minimal instruction and in which the pay range is the same or less than that of the laid off employee's previous classification. Employees who bump into another classification pursuant to this Section shall receive the top of the pay range in that classification, but not more than one percent (1%) higher than their current pay rate at the time of the bump.

(d) The City shall continue to pay hospital and medical benefits through the first full calendar month after layoff. The employee laid off may, at the employee's expense thereafter, continue such benefits subject to the terms of COBRA as set forth in a separate notification to all employees.

Section 3. Recall.

(a) Employees on layoff shall have preference for vacancies over new employees provided the employee on layoff has the necessary qualifications for the duties or tasks of the position with minimum training.

(b) Employees on layoff shall be recalled in reverse order of layoff, and employees on layoff shall be given at least two (2) weeks prior notice by certified mail addressed to their last known address, return receipt requested, or by personal notice.

Employees on layoff shall be responsible for keeping the City apprised of their current addresses.

Section 4. Probationary Period. An employee shall be on probation for twelve (12) months after being hired. The City may extend the probationary period for an additional three (3) months and, if so, shall notify the Union and the employee that such probationary period has been extended, giving the reasons for the extension. Any additional extension of the probationary period shall only be with the consent of the Union and the employee. An employee shall be eligible for a merit increase after completing six (6) months of employment. The City may discipline or terminate, without Union representation, new employees who are on probation for any reason not prohibited by state or federal law, and such discipline or termination shall not be subject to the grievance procedure. In the event that an employee has been promoted to a new classification and fails to perform the new job satisfactorily, such employee shall have the right, within two weeks after being given notice, to revert to that employee's former position.

Section 5. Loss of Seniority. Seniority shall be lost upon any of the following conditions:

- (a) By voluntary termination or discharge for just cause.
- (b) Failure to report for work on the first day following the expiration of an approved leave of absence, unless excused by the City.
- (c) Absence from work for three (3) consecutive working days without notifying the City, unless notification was impossible or unless otherwise excused by the City.
- (d) Retirement.
- (e) Promotion to a position which excludes the employee from the Union

except that in the event the employee, after having received a promotion, reverts to the former position, such employee shall retain City and Classification seniority held at the time of the promotion.

(f) Layoff for lack of work for a period equal to the length of employment with the City, not to exceed 18 months.

Whenever possible, the employee shall be notified within 30 days that the employee's seniority has been lost because of the provisions as stated in this Section, and a copy of the notice shall be filed with the Union and in the employee's personnel file.

ARTICLE IX

PERSONNEL POLICIES

Section 1. Personnel Rules and Regulations. Any Personnel Rules and Regulations (including Departmental Rules and Regulations) shall be applicable to all employees equally. Prior to the adoption of any rules and regulations, the same shall be reviewed by the Union with the Union having the right to make recommendations as to the form and contents of said rules. After review by the Union, the rules and regulations may then be adopted by the City. A copy of any rules and regulations adopted by the City shall be sent to the Union prior to posting. If a provision of this Contract is in conflict with any rules and regulations, then the Contract shall prevail.

Section 2. Personnel Files. The parties agree that Act 397 of the Public Acts of 1978, as it may be amended, shall govern access to and review of the personnel records. Any request to review a personnel file shall be in writing and submitted to the Police Chief. The City shall supply copies from personnel records to employees.

Section 3. Legal Counsel. Whenever any claim is made or any civil action is commenced against an employee while within the scope of the employment, the City shall provide the services of an attorney to represent and defend the employee as to any claim or civil action. The City may compromise, settle, and pay any claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against an employee as a result of any civil action while within the scope of the employment, the City will indemnify the employee and pay, settle, or compromise any such judgment. The selection of an attorney to represent the employee shall be at the discretion of the City.

Section 4. Discipline-Representation. In cases of discharge or discipline, a representative of the City shall give notice within a reasonable time thereafter to the employee and to the President of the Union. The President shall receive notification through the departmental mailbox.

Section 5. The affected employee will be allowed to discuss the discharge or discipline with the steward or other Union representatives.

Section 6. In imposing any discipline on a current charge, the City will not take into account any prior infractions involving written reprimands which occurred more than two years previously. In the event an employee completes two years of service without a disciplinary action, written reprimands over two years old shall be permanently removed from the Personnel file.

Section 7. Each employee is entitled to a copy of anything which is included as the basis for any disciplinary action for such employee.

Section 8. Written notice of disciplinary action or discharge shall cite the specific rules and regulations, appropriate laws, and any Sections of the Wyoming Code which the employee is

alleged to have violated.

Section 9. An employee against whom charges have been made by the City may be represented by a Union representative upon request of the employee.

Section 10. Investigatory Complaints. In the event a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

(a) If, in the investigation of a complaint, an employee is requested to appear before a member of the City, the employee shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.

(b) Upon the request of the employee for Union representation, such request shall be granted, and the Union shall provide such representation. When such representation has been requested, no questioning shall commence until the Union representative is present.

(c) Employees shall be required to answer questions relating to performance as an employee as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

ARTICLE X

LEAVE OF ABSENCE

Section 1. Leave of Absence. An employee may be granted a leave of absence without pay upon approval by the City Manager.

Section 2. Request for Leave. Any request for leave of absence shall be in writing, stating reasons, signed by the employee, and given to the Supervisor. Approval shall be at the City's discretion, and any decision shall be in writing.

ARTICLE XI

SICK LEAVE

Section 1. Sick Leave. Employees shall earn and be granted paid sick leave according to the following schedule:

(1) Full-time employees shall accumulate sick leave at the rate of eight (8) hours for each full calendar month of employment exclusive of leaves of absence without pay.

(2) Accumulation of sick leave shall be unlimited.

(3) Employees shall receive eight (8) hours pay for each 16 hours of accumulated sick leave upon termination of employment, retirement or death after 10 years of employment.

(4) Subject to discretionary approval by the Department Head, whenever an unusual or emergency situation exists involving the health or well-being of a member of the employee's immediate family, sick leave may be granted for a period not to exceed five (5) days. Immediate family shall mean father, mother, brothers, sisters, grandparents, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, and stepchildren, including relatives of the spouse as so listed. Subject to discretionary approval by Department Head, an employee shall be entitled to an unpaid leave of absence for a period not to exceed thirty (30) days whenever a spouse or a child of the employee is terminally ill.

(5) An employee who requests time off to obtain professional medical or dental care shall not be charged sick leave for time off if for two (2) or fewer hours. However, an employee off the job more than one-quarter of the shift shall be charged a minimum of four (4) hours sick leave.

(6) If an employee is not able to report to work because of an illness or injury, such employee, in order to obtain sick pay, shall notify the Immediate Supervisor or the Department Head as early as possible prior to the employee's scheduled work. Such notification shall be continued on a day-to-day basis if such absence is to continue, unless the notification indicates that the illness or absence is to be for an indefinite period.

(7) Sick leave pay shall be hourly and shall be taken in four (4) hour increments; provided, however, that, subject to discretionary approval of the employee's Department Head or Immediate Supervisor, two (2) hours may be taken.

Section 2. Bereavement. Days off for death in family for funeral arrangements or services shall be granted as follows:

(1) Whenever any one of the following persons dies and the employee assists in the funeral arrangements, attends the funeral, or attends any post-funeral functions or arrangements, the employee shall be entitled to receive time off from work with pay for a period not to exceed three (3) days (except for spouse or child which shall be five (5) days) for the following: father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and stepchildren who have been permanently residing with the employee.

For the following persons, the employee shall be entitled to one (1) day off with pay to attend the funeral: niece, nephew, aunt, uncle, and spouse's grandparents. In addition, the employee may elect to take an additional two (2) days from the employee's sick time for a total of three (3) days.

(2) Subject to discretionary approval of the Department Head, an

employee may be granted time off with pay for the purposes as stated in Subsection (1) for relatives who were closely associated with the employee or the employee's spouse, or to attend the funeral services of an employee or former employee of the City.

(3) Time off without pay to attend funerals for other than the persons specified herein may be arranged upon approval of the Department Head or the City Manager.

For Subsection (1), the days off may only be taken beginning with the day of the death through the day after the funeral, except for spouse and child, which shall be any five (5) successive workdays of which one of the days shall be the funeral.

Section 3. Medical Certifications and Medical Examinations. Medical certification may be required to substantiate sick leave absences when the City has reason to believe that an employee is abusing sick leave privileges. Should an employee furnish a false medical certificate or fail or refuse to furnish to the City a medical certificate, then such employee may be disciplined appropriately, including dismissal. The City may at any reasonable time require an employee to be examined by a doctor selected by the City at its expense.

Section 4. Absence - 10 Days. If an employee has been absent from work because of sickness or injury for a period of ten (10) working days or more, such employee shall satisfy the City that the employee is able to perform the duties of work before returning to work. The City may require a medical certificate or at its expense may require such employee to submit to a medical examination by a doctor selected by the City to determine whether that sickness or injury which required the employee to be absent will allow the employee to return to work.

Section 5. Benefits - Workers Compensation. Whenever employee receives workers' compensation, the following shall determine what benefits shall continue:

(1) Up to and including one full calendar month, all benefits shall be received or accrued.

(2) For the second full calendar month up to but not exceeding 26 weeks, holiday pay and personal leave days shall be excluded.

(3) After 26 weeks, seniority, life insurance, and health insurance shall continue.

(4) During the time an employee is receiving worker's compensation benefits, the employee shall be paid the difference between such benefits and the employee's net salary or wage for a period of 26 weeks. After said 26 week period, and if the employee is still receiving worker's compensation benefits, the employee may use sick leave to obtain the difference. The City may require an employee on worker's compensation to perform other than the employee's normal duties if the employee is able to do so. If such employee refuses to perform such other duties, the City may terminate the difference between the benefits being received under the worker's compensation benefits and the employee's net salary or wage.

(5) An employee off work due to an on-the-job injury receiving worker's compensation benefits is entitled to a supplemental benefit from the City for a maximum of 26 weeks. If the employee is released by a doctor to return to full duties and subsequently sustains a new injury or reinjury of the previous condition, the employee shall be entitled to a full 26-week benefit period. If an employee is released by a doctor to return to work with work restrictions and is unable to perform any work offered by the City, any subsequent loss of work days or weeks will be covered only for those weeks remaining from the original 26-week benefit period. Should said employee suffer a new injury while working on restricted

duty, the employee would be entitled to a full 26-week benefit period.

(6) Net salary or wage shall be determined using the hourly rate only as established by the Wyoming Code and is not intended to include any additions thereto such as holiday, shift premium, overtime, etc.

Section 6. Military Leave. Military leave shall be governed as follows:

(1) Any employee who joins the Armed Forces shall be entitled to military leave of absence, without pay, for the period of actual time of service and shall be entitled to seniority only during such period of service. After being honorably discharged from the Service, the employee shall be offered employment in the previous position in line with seniority. If circumstances have changed so as to make it impossible or unreasonable for the employee to have the same job, the employee shall be offered work which is similar to the prior employment if the employee is able to perform the work. The employee must report for work within 90 days after discharge.

(2) Any permanent employee who requests a leave of absence to participate in a branch of the armed Forces Training Program shall be granted such leave not to exceed 15 working days upon presentation of report-to-duty orders. The employee shall be paid the difference between the amount received for such training and net salary. Except for seniority, all benefits shall cease after said 15 days.

(3) Any permanent employee who is called out by and serves on emergency duty for any of the Armed Forces Reserve Training Units or the Michigan National Guard shall be paid the difference between the amount received for such duty and net salary for each day of duty for a period not to exceed five (5) working days. All other

benefits shall continue.

(4) An employee required to have a preinduction physical exam shall receive full pay while absent for said exam for a period not to exceed two (2) working days.

Section 7. Jury Duty. In the event an employee is summoned for jury duty or is a witness in a case in which the employee is not a party, a paid leave of absence shall be granted for that purpose, provided the court order, subpoena or summons is presented to the Supervisor or Department head upon receipt thereof. The employee shall be expected to be at work during the regular working hours when not required to be in court. Any monies or fees received shall be given or assigned to the City. The City will reimburse the employee for mileage to and from court from the employee's place of employment plus actual parking fees, provided the costs shall not exceed the monies or fees received by the employee from the court.

ARTICLE XII

VACATIONS

Section 1. Vacation Leave. The following provisions shall govern vacations:

- (a) Vacation credits shall be determined by full calendar months worked.
- (b) New employees shall accrue vacation credits as follows: Any employee hired between January 1 and June 30 shall be entitled to 80 hours vacation beginning January 1 of the following year. Any employee hired between July 1 and December 31 shall be entitled to 40 hours vacation beginning January 1 of the following year. On January 1 of each year thereafter, the employee shall be credited with such vacation as determined by Subsection (3). Any probationary employee who leaves the employ of the City shall not be entitled to any vacation pay.

(c) Vacation credits shall be as follows: One through 4 years - 80 hours. For each year thereafter, an additional 8 hours per year until the total of 160 hours has been accumulated. Credits for vacation shall be made as of January 1 of each year.

(d) Accumulation of vacation shall be limited to 3 years entitlement. Sick days converted to vacation days shall not be used to determine vacation entitlement. Converted sick days shall be included for the purpose of vacation accumulation.

(e) New employees shall not take any vacation during their initial probationary period.

Section 2. Vacation Schedules. Employees shall submit their preference for vacation time in writing to the Department Head by April 15 of each year. The City will post vacation schedules by May 15. The Department Head may change posted vacation schedules by giving 30 days written notice to those employees affected, setting forth the reasons for the change. Vacation preference shall be subject to scheduling approval by the Department Head.

Section 3. Vacation Credit during absences. If an employee has received permission to be absent without pay, time spent on such absence shall be considered as having been worked for determining earned vacation credit only if the employee returns and remains an employee for 30 days, unless waived by the employee prior to being granted such leave.

Section 4. Accrued Vacation. Payment for accrued vacation shall be made upon retirement, death, or termination of employment.

Section 5. Sick Leave Conversion. Sick leave days may be converted to additional vacation days not to exceed forty (40) hours for the employee who has five (5) years of service with the City and four hundred (400) or more accumulated hours of sick leave. Employees with ten (10)

years of service with the City and eight hundred (800) or more accumulated hours of sick leave may convert up to eighty (80) hours of sick time to vacation time. In no case may any employee convert more than eighty (80) hours in any fiscal year, and an employee may be allowed one conversion during each fiscal year.

Section 6. Pay Instead of Vacation. An employee may request and receive pay for 1/2 of any one year's vacation entitlement. Any such request shall be in writing, and only one request may be made for any calendar year.

ARTICLE XIII

HOLIDAYS

Section 1. Holiday Leaves. Holiday leaves with pay shall be as follows:

Day before New Year's Day
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving
Day following Thanksgiving
Day before Christmas
Christmas
3 Personal Leave Days per fiscal year (New employees--after probation)

Said personal leave days shall be used during the fiscal year or lost. Whenever possible, at least two full days notice shall be given before the leave day requested.

(1) If an employee uses all vacation and has a personal leave day left, the employee may use the personal leave day one-half day at a time.

(2) For those employees whose work week is normally Monday through

Friday, if a holiday falls on a Saturday, then Friday shall be observed, and if a holiday falls on a Sunday, then Monday shall be observed.

(3) For those employees whose normal work week is other than Monday through Friday, then the actual day of the holiday will be observed.

Section 2. Holiday Pay. Full-time employees shall receive 8 hours pay for any holiday and compensated at double time for hours worked. In lieu of holiday pay, an employee may choose an alternate day off (maximum of six (6) holidays per contract year). Alternate holidays must be scheduled with the permission of the supervisor. Alternate holidays not used by the last day of the contract year shall be paid off to the employee within the next thirty (30) days. Alternate holidays shall be taken off or paid on the basis of eight (8) hours per day.

Section 3. Holiday Eligibility. Except as set forth in Article XVI, Section 2, only full-time employees shall be eligible for holiday pay and must have worked on their regularly scheduled work day immediately preceding and immediately following the holiday, unless otherwise excused by the City. For the purpose of computing overtime or holiday pay, an employee absent as authorized by this Contract shall be considered to have worked the normal shift during such absence. When a holiday falls within an employee's vacation period, said holiday shall not be counted as a day of vacation.

ARTICLE XIV

INSURANCE

Section 1. Health. (effective October 1, 1994). The City shall provide each employee and the employee's dependents with MVF-2 Group Insurance Coverage, which shall include the following:

Comprehensive Blue Cross, Semi-private Room, 1 MB, C.C., D45 NM, OPC, DCCR, MVF2-Blue Shield, ML Rider, and appropriate Medicare options, Master Medical Insurance Option 1, Prescription Drug Program (\$2.00 co-pay) and ambulance rider. Effective November 1, 1994, the prescription drug co-pay shall be \$5.00.

The City shall have the right to change to another insurance carrier or health plan providing the coverage shall be generally equivalent to the coverage listed above and the bargaining Committee of the Union has the opportunity to review and respond to any proposed change before the change is implemented. Any disagreements concerning such change will be subject to the grievance and arbitration procedure.

If national health insurance is enacted during the term of this agreement, then health insurance may be opened for negotiations by the request of either party, and such negotiations will be subject to Act 312 Arbitration in the event the parties are unable to reach agreement.

The Employer's contributions for any alternatives to the health insurance, such as HMO or PPO coverage, shall not exceed the Employer's contributions to the insurance premiums.

Section 2. Life Insurance. The City shall provide each full time employee with life insurance coverage in the amount of \$25,000. The City may be the insurer.

Section 3. Dental. All employees and their dependents shall be covered by Blue Cross Dental Plan of Michigan, as attached hereto, or an equal benefit plan as may thereafter be adopted by the City, including self-insurance.

Section 4. Coverage. The City shall have the right to change to other insurance carriers or cover the insurance itself provided the coverage shall be the same or better than as listed above and provided the Bargaining Committee of the Union approves the change, which approval

shall not be unreasonably withheld.

ARTICLE XV

MISCELLANEOUS

Mileage. The City shall pay mileage to employees for the use of employee-owned vehicles on City business at such figures as have been established by the City Council, but no less than 20 cents per mile. An employee shall only be entitled to payment for the use of a vehicle when authorized prior thereto by the Supervisor or the City Manager.

ARTICLE XVI

EMPLOYMENT, PLACEMENT, AND PROMOTION

Section 1. Physical Examination. The City may at least once annually, and more than once a year if there is just cause, require any employee to take a physical examination at the City's expense by a medical examiner selected by the City. The results of such examinations will be made available to the City and to the employee.

Section 2. Part-time Employees.

- (a) For purposes of this Section, a part-time employee shall mean an employee who works less than forty (40) hours per week.
- (b) The City reserves the right to hire part-time employees.
- (c) Part-time employees as defined above shall become members of the Union or pay the service fee and assessments in accordance with the requirements of Article IV, Section 2.
- (d) In the event any part-time employee becomes a full-time employee, that employee shall be subject to the probationary period provided for in Article VIII, Section 4,

with said period commencing from the date of full-time status.

(e) An employee's length of service with the City while working part-time shall not be included in relation to a full-time employee's seniority. A part-time employee's seniority shall be counted only as it relates to other part-time employees.

(f) Part-time employees shall not be eligible for or receive any fringe benefits except those mandated by state or federal law and except as hereinafter provided:

(i) Part-time employees who work an average of twenty-four (24) or more hours per week shall receive the vacation credits, holidays, and life insurance provided to full-time employees pro rata based upon a forty (40) hour week; provided, however, that when a part-time employee actually works during one of the designated holidays (not including personal leave days) set forth in Article XIII, paragraph 1, such part-time employee shall be compensated at double time for hours worked on any holiday.

(ii) Medical and hospitalization insurance as provided to full-time employees shall be given to all employees working an average of 24 or more hours per week.

(iii) Part-time employees shall not be eligible for or receive any other benefits granted to the full-time employees.

(g) No part-time employee shall be employed while a full-time employee, who is capable of performing the work designated for the part-time employee, has been laid off. Upon determining to hire part-time employees, the City shall inform the Union of the hiring, rate of pay, and work assignment for all such employees.

Section 3. Vacancies. In order to provide advancement opportunity, when vacancies exist, the City will post in each Department such vacancies at least five days before filling such vacancies, indicating the title, description of duties, basic personnel requirements, work schedule, and rate of pay. Any interested employee may make application for such vacancy by filing with the Personnel Department. Such application shall list the employee's qualifications. Placement and advancement shall be at the City's discretion subject to seniority provisions as stated in Article VIII, Section 1. Full-time City employees will have preference for vacancies or new positions if they have the required qualifications, unless there is a more qualified applicant. Whenever there is more than one application for promotion or transfer, all employees who applied shall be informed of the selection within five days.

Section 4. Safety Policy. To promote the general welfare and safety of the employees, the City shall work with the Union in establishing a general safety policy for the employees of the City in all phases of employment, including the use of vehicles and machinery and the environs in which they are employed. The City shall provide all employees with protective clothing or other protective devices required by City, State, or Federal regulations.

Section 5. Training Programs. The City may establish a general policy to provide for training programs to improve employee's performance, to offer advancement opportunities, and to increase employees' efficiency. Successful completion of training programs shall, along with other provisions of this Contract, be factors in promotion and additional compensation. There shall be no job discrimination by the City in any classification for on-the-job training.

Section 6. Educational Reimbursement. Employees desiring to take job related classes must first have the same approved by the City Manager prior to said classes being taken. The

employee shall then be reimbursed for tuition and required books up to six (6) credit hours per semester and eight (8) credit hours per quarter. Reimbursement for tuition will not exceed the undergraduate rate for courses at Grand Valley State University in effect at the time the course was taken. The City shall not reimburse registration, parking, or other such additional fees charged by the school. An employee who has three (3) or more courses reimbursed by the City must remain with the City for at least two (2) years after the last class is completed or shall refund the City the cost of tuition and books which were reimbursed for the last two years of employment.

Section 7. Temporary Assignments. When an employee is temporarily assigned to work for a period of two hours or more during any one day in a position which normally falls within the job description of a person in a higher classification and is not normally performed by a person in a lower classification, such employee shall be paid at the higher rate of pay for such time assigned. This Section shall apply only if the duties of the employee are the same as the employee temporarily replaced, including, in the case of supervision, supervising nearly the same number of persons supervised by the employee temporarily replaced. Whenever there is a temporary vacancy because an employee has been granted a leave of absence, an employee in a lower classification who fills the position on a temporary basis shall receive an additional five percent over the employee's regular hourly wage for a maximum of 13 weeks. After 13 weeks, the employee shall be reclassified and placed at Step A of such classification or continue to receive the additional five percent, whichever is greater. The reclassification of such employee shall remain temporary. However, a new anniversary date shall be established which shall be retroactive to the commencement of the temporary assignment with the employee being eligible for a merit increase one year from the original date of the temporary assignment. While in the temporary reclassification, such employee shall

receive all benefits based upon said reclassification. At the end of the temporary assignment, the employee shall return to the prior classification. All benefits under this Contract shall be granted as if such employee had been in the prior classification continuously. If such employee's anniversary date for the existing classification falls within the period of the temporary reclassification, then such employee will be eligible to receive that merit increase.

Section 8. Handicapped Employees. Subject to the sole discretion of the City, should an employee become physically or mentally handicapped to the extent that the employee cannot perform the employee's regular job, the City will make every effort to place the employee in a position that the employee is physically and mentally able to perform.

ARTICLE XVII

STRIKES AND ILLEGAL ACTIVITY

Section 1. Strikes, Etc. The parties hereto mutually recognize that the services performed by employees covered by this Contract are services essential to the public health, safety, and welfare. There shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the City's premises. There shall be no strikes, sit-downs, feigned illnesses, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the City during the term of this Contract.

ARTICLE XVIII

WAGE AND PAY POLICIES

Section 1. Wages. Effective July 1, 1995, each employee shall receive an increase of three and one-quarter percent (3.25%) of the employee's hourly wage. Effective July 1, 1996, each

employee shall receive an increase of three and one-quarter percent (3.25%) of the employee's hourly wage. Effective July 1, 1997 each employee shall receive an increase of three percent (3%) of the employee's hourly wage.

All wage increases shall be at the F step, maintaining the existing percentage differential between each step in each pay range.

Whenever an employee is training an employee, the employee conducting the training shall be paid an additional forty cents (.40¢) per hour.

Section 2. Pension - Blue Cross-Blue Shield for Retirees. For any person who retires under the Wyoming Pension System after July 1, 1995, the City shall pay toward medical coverage (or such other carrier which the City has) the following amounts:

\$10.00 per month for each year of employment with the City not to exceed 25 years, payable monthly beginning with the date of retirement, but not before age 55, and ending upon age 65 unless retired as disabled under the Wyoming Pension System, in which case payments shall begin on the date of disability and continue to age 65; provided further that any employee who is retired and is receiving or can receive medical coverage generally equivalent to the City's plan from his or her employment or the employment of his or her spouse shall not be paid any monies toward the City's plan during such times that said spouse is or could be eligible or said employee is or could be eligible.

Employees retiring after January 1, 1996 shall be provided \$5,000 in life insurance coverage which shall remain in effect until the retiree reaches age 65.

An information booklet shall be furnished to all employees explaining the retirement system in plain language. The following shall be part of the pension benefits of the employees:

(1) For employees retiring after December 31, 1988: The multiplier shall be 2.0% of the final average salary. For employees retiring on or after June 30, 1998, the multiplier shall be 2.25% of the final average salary.

(2) All employees with ten (10) years or more employment with the City shall be vested.

(3) For employees retiring on or after June 30, 1998, and who have not attained age 60 years, the amount of reduction is 2/10 of 1% (.002) for each month between the date retirement is effective and the date the member would attain age 60 years.

(4) All other benefits may be found either in the information booklet or the pension provision of the Wyoming City Code.

Section 3. Longevity Day. Effective July 1, 1996, and for full years of service determined prior to November 1 of each year, all employees shall receive the following:

5 or more years	\$600.00
10 or more years	\$700.00
15 or more years	\$800.00
20 or more years	\$900.00

Section 4. Sick Leave Incentive Pay. On November 1 of each year, any employee having a minimum of 18 months of continuous service shall receive an amount equal to two dollar (\$2.00) for each eight (8) hours of unused sick leave for the preceding twelve (12) months times the number of whole years of continuous service with the City determined as of November 1. In addition, employees up to the fifth (5th) year of employment will receive an additional bonus of fifty cents (50) over the two dollars. This entire Section 4 shall be deleted after the 1995 sick leave incentive payouts.

Section 5. Payment for Longevity and Sick Leave Incentive. Payment for longevity and sick leave incentive shall be made on or before the last pay period in November by a separate check. Benefits for either item shall be prorated upon termination of employment.

ARTICLE XIX

FAMILY AND MEDICAL LEAVE

Section 1. As required by the Family and Medical Leave Act (FMLA), the City will provide covered employees up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons. Employees who have worked for the city for at least twelve (12) months and for 1,250 hours during the previous twelve (12) months of employment are eligible.

Section 2. Definitions of Certain Terms.

- A. The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
- B. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
 - 1. Inpatient care in a hospital, hospice, or residential medical care facility; or
 - 2. Continuing treatment by a health care provider; and
- C. The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:
 - 1. under 18 years of age; or
 - 2. 18 years of age or older and incapable of selfcare
because of a mental or physical disability.

These and all other statutory terms and definitions shall be interpreted and applied consistent with the FMLA.

Section 3. Purpose of Leave. Unpaid leave may be granted for any of the following

reasons:

- A. To care for the employee's child after birth or placement for adoption or foster care;
- B. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- C. For a serious health condition that makes the employee unable to perform the employee's job.

Leaves in excess of twelve (12) weeks may be granted for the employee's own serious health condition. Any request for an extended leave shall be in writing, stating reasons, signed by the employee, and given to the department head. Approval shall be at the City's discretion, and any decision shall be in writing.

Section 4. Notice, Duration and Certification. When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the city's operations. Failure to provide appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within 12 months from the date of birth or placement and may only be taken continuously. If both parents are employed by the city, the combined leave is for twelve (12) weeks, not twenty-four (24) weeks.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. An employee may be required to transfer temporarily to a position that can better accommodate an

intermittent or reduced hours leave. All time taken will count toward the employee's 12 week annual entitlement for family and medical leave.

The city may require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the city's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the city and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given 15 calendar days to obtain the necessary medical certifications, if required, to support the leave. Employees may be required to report in on a periodic basis concerning their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

Section 5. Coordination With Other Forms Of Leave And Paid Time Off. FMLA leave is coordinated with other existing forms of leave and paid time off as follows:

- A. Other serious medical condition of employee. When FMLA leave is used for a serious medical condition of the employee, the employee is required to use up sick leave and vacation leave, except that up to 60 hours of the employee's vacation leave is exempt from such use.
- B. Serious medical condition of child, spouse or parent, birth, adoption, foster care of a child. When FMLA leave is used to care for a family member with a serious medical condition, or for purpose of birth, adoption or foster care of a

child, the employee may use up to 5 days of sick leave and may thereafter use vacation leave.

Section 6. Wages and Benefits. Leave will be unpaid except as covered by any paid time off. For the duration of any period of paid leave and for up to twelve weeks thereafter, the city will maintain the employee's health coverage under any group health plan. The employee's contributions to the health plan must be maintained during the leave to maintain coverage.

If the employee fails to make such contribution, the city may elect either to cancel health plan coverage (after 30 days) or to pay for such coverage and to obtain reimbursement by payroll deduction when the employee returns to work.

Any other coverage which is maintained during FILA leave is the responsibility of the employee (except as otherwise provided in this Agreement or to the extent that the FILA leave is covered by paid leave) and the employee shall either make arrangements for payments during the leave, or shall reimburse the city by payroll deduction at the conclusion of the leave.

Employees who fail to return from a leave will be obligated to reimburse the city for the cost of the city paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

Section 7. Return to Work. Upon return from a leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms consistent with the seniority provision of this Agreement. The employee will not lose any employment benefit that accrued prior to the start of the leave. The employee will not lose any employment benefit that accrued prior to the start of the leave. The employee shall retain and

accumulate their seniority during the period of the leave of absence.

Section 8. Eligibility Year. For purposes of determining eligibility for a leave, the city hereby adopts a rolling 12 month period whereby each time an employee takes family or medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Section 9. The provisions of this Article are not to be construed to add or pyramid obligations of the city, except as may be expressly set forth herein. Nothing in this Article shall be construed to diminish the city's obligations to comply with any other provision of this Agreement.

ARTICLE XX

CITY OF WYOMING, POLICE DEPARTMENT, EMPLOYEE ALCOHOL AND DRUG ABUSE POLICY

This policy is adopted pursuant to the Drug-Free Workplace Act of 1988 (Pub, L. 100-690, Title V, Subtitle D), in an effort to provide a safe and healthy work environment for our employees.

The use and effects of illegal drugs and alcohol pose very serious problems. While the City of Wyoming (the "Employer") would prefer not to intrude into personal lives of its employees, it must be recognized that employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable and prone to accidents and absenteeism. Each employee has a responsibility to our community to deliver services in a safe and conscientious manner. In order to ensure that this responsibility is met, employees must work free from the effects of alcohol and other performance impairing substances.

Accordingly, the Employer wants to state clearly its policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol

abuse from our workplace, either through treatment, cessation of use or termination of employment.

Our policy is as follows:

I. DRUG-FREE AWARENESS PROGRAM

A Drug-Free Awareness Program has been developed to inform employees about: (1) the dangers of alcohol and drug abuse in the workplace; (2) the Employer's Alcohol and Drug Abuse Policy; (3) the availability of treatment and counseling for employees who voluntarily seek such assistance; and (4) the sanctions the Employer will impose for violations of its Alcohol and Drug Abuse Policy.

II. ASSISTANCE TO EMPLOYEES IN OVERCOMING ALCOHOL OR DRUG ABUSE

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation and for reduced personal, family, and social disruption. The Employer encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.

To assist employees in obtaining early voluntary treatment, the Employer refers such employees to an Employee Assistance Program ("EAP"). The EAP is an assessment, counseling and referral service for employees with substance abuse problems. The Employer also provides an insurance plan to full-time employees to help pay for treatment. Finally, the Employer offers a variety of leave options for full-time employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

Employees with alcohol or drug abuse problems should request the assistance of the EAP.

Employees may seek help without the approval or knowledge of their supervisor. The EAP will provide assistance on a confidential basis and will refer the employee to the appropriate counseling and treatment services. Employees who voluntarily request the EAP's assistance in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the Employer.

Voluntary requests for assistance from the EAP will not result in discipline. However such requests and participation will not prevent disciplinary action for other violation(s) of this Alcohol and Drug Abuse Policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the Employer and who continue to work must meet all established standards of conduct and job performance.

III. APPLICATION

The Policy applies to all employees.

For purposes of this Policy:

- "Employer premises" includes, but is not limited to, all property, whether owned, leased or used by the Employer. This Policy also includes any other locations or mode of transportation to and from those locations while in the course and scope of employment.
- "Employer time includes, but is not limited to, all time spent on any Employer activity. This does not include the lawful use of alcohol for authorized Employer-related purposes (e.g., authorized social functions, off-hours dinner while traveling on Employer business, etc.).
- "Prohibited substances" are defined as: illegal drugs or controlled substances (including trace amounts); alcoholic beverages; prescription drugs--except as provided in Section IV of this Policy; and any other substance which affects or may affect the employee's ability to competently or safely

perform.

- "Under the influence" of any prohibited substance means any detectible level of a prohibited substance in an employee's system. If an employee is "called out," the employee shall not report to work with any prohibited substance in his/her system except that the employee may report where the presence of alcohol does not exceed the standard set by the U.S. Department of Transportation for truck drivers in interstate commerce. (Blood alcohol less than .04%.)

- "Reasonable suspicion: includes, but is not limited to: observation of behavior such as slurred speech, unsteady walking, abrupt mood swings, breath (alcohol) or odor; observation of physical manifestations frequently associated with some forms of substance abuse, e.g., needle marks, sudden nosebleeds, frequent illness not explained by other medical conditions; absenteeism; declining productivity; excessive tardiness; and suspicious activity indicating possible involvement with prohibited substances in violation of this Policy.

IV. AUTHORIZED USE OF PRESCRIBED MEDICINE

Employees undergoing prescribed medical treatment with any substance which may alter their behavior or physical or mental ability must report the effects such treatment may have on their ability to perform their job to their immediate supervisor or the Director of Human Resources, who will determine whether the Employer should temporarily change the employee's job assignment during the period of treatment.

V. PROHIBITIONS

The Employer's Policy prohibits the:

1. Use, possession, manufacture, distribution, dispensation, transportation or sale of prohibited substances or drug paraphernalia on Employer premises or being under the influence of

a prohibited substance on Employer premises on Employer time or at an Employer activity;

2. Storing by an employee of any prohibited substance in a locker, desk, vehicle, or other repository on Employer premises or refusing to submit to an inspection (This does not prohibit the storage of unopened, lawful alcoholic beverages in the employee's personal vehicle);

3. Possession, use, manufacture, distribution, dispensation or sale of prohibited substances off Employer premises or Employer time that adversely affects the employee's work performance, his own or others' safety at work or the Employer's regard or reputation in the community; (Note: lawful and moderate use of alcohol is not prohibited)

4. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled;

5. Conviction under any criminal drug statute or failure to notify the Employer of any arrest or conviction under any criminal drug statute within five days of the arrest or conviction;

6. Failure to report to the immediate supervisor or Director of Human Resources the effect of a prescribed drug which may alter the employee's behavior or physical or mental ability;

7. Refusing to consent to testing or to submit a urine, blood or other sample for testing when requested pursuant to the Employer's testing Policy, or switching or adulterating any sample submitted for testing.

VI. IMPLEMENTATION AND ENFORCEMENT OF POLICY

The following procedures will be employed to assure compliance with the Policy.

A. Testing. Employees or applicants for employment may be required to submit to substance testing, including, but not limited to, urinalysis, blood tests, plasma tests, or breath tests for the drugs specified in the Department of Health & Human Services Mandatory Guidelines for Federal

Workplace Drug Testing Programs ("HHS Guidelines") and any amendments to the HHS Guidelines in effect at the time of the testing:

1. To be considered for employment;
2. Where the Employer has reasonable suspicion that an employee has ingested, possesses or has distributed a prohibited substance;
3. Following an accident or incident where the Employer has reasonable suspicion that prohibited substance(s) may be implicated, e.g., where safety precautions were violated or careless acts were performed; and
4. Immediately after an employee returns to work after a disciplinary suspension, where the Employer has reasonable suspicion that prohibited substance(s) may be implicated.

All positive initial drug tests will be confirmed using gas chromatography/mass spectrometry techniques at the cutoff values listed in the HHS Guidelines and any amendments to the HHS Guidelines in effect at the time of the testing.

Samples provided by an existing employee (not an applicant or new hire) shall be given at a collection site outside the City of Wyoming where necessary to protect the employee's privacy.

Collection site procedures will provide the employee an opportunity to identify in writing any medication being taken, or other reason, which might account for a positive test result.

Collection site procedures will be used which protect against mislabeling samples and other errors.

Upon request, the Union may review and/or tour the procedures and/or facilities of the collection site(s) and/or laboratory(ies).

B. Searches. Employees, while on Employers premises, are required to submit to searches

of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when the Employer has a reasonable suspicion that the employee has ingested, possesses or has distributed a prohibited substance.

VII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of the Employer's Alcohol and Drug Policy may result in severe disciplinary action, up to and including discharge for a first offense. Violation of this Policy may also subject employees to arrest and prosecution by law enforcement agencies.

In addition to any disciplinary action for drug or alcohol abuse, the Employer may refer an employee to the Employee Assistance Program for assessment, counseling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counseling and treatment for substance abuse and who continue to work must meet all established standards of conduct and job performance.

VIII. LAST CHANCE AGREEMENT

Individuals discharged for violation of the Employer's Alcohol and Drug Policy may, at the Employer's sole discretion, be offered the opportunity to enter into a "Last Chance Agreement."

The Last Chance Agreement provides that an employee may return to employment under the following conditions:

1. The employee acknowledges in writing that he/she has a substance abuse problem;
2. The employee successfully completes a rehabilitation program prescribed under the Employee Assistance Program;
3. The employee agrees in writing to submit to random testing or search for the remainder of his/her employment; and

4. The employee is subject to automatic discharge for any violation of Last Chance Agreement or this Policy while on the Last Chance Agreement and waives the right to grieve such discharge.

IX. CONDITION OF EMPLOYMENT

Compliance with the Employer's Alcohol and Drug Abuse Policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign any required document or submit to any inspection or drug test as provided will be grounds for termination.

Questions regarding this Policy should be directed to the Director of Human Resources.

X. REVIEW OF PROGRAM

This Policy will be reviewed bi-annually to determine its effectiveness, to implement needed changes and to ensure that disciplinary actions are consistently enforced.

XI. OTHER PROGRAMS

This policy is separate and apart from any testing done in connection with a special program, e.g., WMET.

XII. RECEIPT

I acknowledge that I have received a copy of the City of Wyoming's Employee Alcohol and Drug Abuse Policy.

Date

Employee's Signature

Employee's Name (printed)

ARTICLE XXI

TERM OF CONTRACT AND WAIVER

Section 1. Term. This Contract shall be for a period beginning July 1, 1995, and ending Midnight, June 30, 1998. It shall automatically be renewed from year to year unless one of the parties notifies the other party in writing 120 days prior to the expiration date that it desires to modify this Agreement. The conditions of employment, including wages and benefits, shall remain in effect, provided the Union files consistent with Act 312, until and at such time as a new Agreement is negotiated or arbitrated.

Section 2. Effective Dates. All provisions of this Contract shall become effective July 1, 1995 and remain in effect through June 30, 1998, unless otherwise so stated.

Section 3. Waiver. The parties acknowledge that, during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the City and the Union for the life of this Contract each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Contract.

Section 4. Invalidity. If any of the provisions or parts of provisions of this Contract are held invalid by the final judgment of the court, the remainder of the contract shall remain in effect. The parties shall renegotiate any Section held invalid.

Date: 11-26-96

CITY OF WYOMING

By Jack A. Magnuson
Jack A. Magnuson
Its Mayor

By Nancy M. Giar
Nancy M. Giar
Its Clerk

Date: 11-26-96

POLICE OFFICERS LABOR COUNCIL -
DISPATCHER AND TELEPHONE OPERATOR
UNIT

By James O. Smith

By Joseph L. Merwin

By Fred La Maire
Fred La Maire
POLICE OFFICERS LABOR COUNCIL

MEMORANDUM OF UNDERSTANDING
ARTICLE VI

Section 1. Hours of Work and Overtime. The parties have thoroughly discussed the current practice regarding employee breaks during the working day. It is understood by the parties that, subject to manpower and operational needs, employees shall be entitled to reasonable breaks in the working day for personal and rest purposes not to exceed fifteen minutes in each half of the working day. Permission as to the timing and length of such breaks shall be obtained from the Desk Officer, and such permission shall not be unreasonably withheld by the Desk Officer.

The parties also understand that, because of the above described operational and manpower needs, a full fifteen minutes for such breaks may not be available.

MEMORANDUM OF UNDERSTANDING
ARTICLE VIII

If a member of the bargaining unit is laid off from a bargaining unit position pursuant to Article VIII of the Collective Bargaining Agreement, no person outside the bargaining unit may replace such bargaining unit member or members unless all such laid off members have been given the opportunity to be recalled subject to the recall provisions of Article VIII; provided however, that the City may continue to replace working members of the unit on the same basis as previously even though other members of the unit may be on layoff.

MEMORANDUM OF UNDERSTANDING
ARTICLE VIII

Section 1(b). It is understood that at the time of the execution of this Contract, July 1, 1986, the members of each classification in the Bargaining Unit will be awarded the seniority in the classification which they currently hold regardless of whether or not it includes years spent in that classification. In the future when such employees or any employees move into another classification by any means, they shall enter such new classification at the bottom of the classification seniority list.

MEMORANDUM OF UNDERSTANDING
(Reclassification)

On the reclassification date, January 1, 1995, each employee in the dispatcher and telephone operator classifications will be reduced one step, and then would work for one year, until January 1, 1996, to become eligible to move back up. This will result in no wage loss, and in certain cases in a modest immediate increase. The City will also agree that the reclassification of January 1, 1995, will not be used to reduce the wage increase that the employees are otherwise able to negotiate effective July 1, 1995. The City may consider the higher wage increase in comparing Wyoming dispatchers to those in comparable communities; however, the employees will not be "penalized" for this reclassification.

MEMORANDUM OF UNDERSTANDING
(Work Schedule)

The City is interested in arranging shift schedules which may provide for increased efficiency and effectiveness of the communications area. In order to accomplish this, the City and Union may mutually agree to change work schedules which may provide for shifts in excess of eight (8) hours per day.

**CLASSIFICATION AND SALARY SCHEDULE
RADIO ROOM
July 1, 1995**

CLASSIFICATION	RANGE	HOURLY		BI-WEEKLY		ANNUAL	
		Min.	Max.	Min.	Max.	Min.	Max.
Dispatcher I	20	10.65	13.29	852.00	1,063.20	22,152	27,643
Dispatcher II	24	11.51	14.53	920.80	1,162.40	23,941	30,222
Police Telephone Operator	14	9.33	11.51	746.40	920.80	19,406	23,941

HOURLY WAGE SCHEDULE - Radio Room The following shall be the basic hourly wage schedule for all Radio Room employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F
14	9.33	9.79	10.20	10.65	11.09	11.51
20	10.65	11.09	11.52	12.10	12.66	13.29
24	11.51	12.10	12.66	13.29	13.89	14.53

**CLASSIFICATION AND SALARY SCHEDULE
RADIO ROOM
July 1, 1996**

CLASSIFICATION	RANGE	HOURLY		BI-WEEKLY		ANNUAL	
		Min.	Max.	Min.	Max.	Min.	Max.
Dispatcher I	20	11.00	13.72	880.00	1,097.60	22,880	28,538
Dispatcher II	24	11.88	15.00	950.40	1,200.00	24,710	31,200
Police Telephone Operator	14	9.63	11.88	770.40	950.40	20,030	24,710

HOURLY WAGE SCHEDULE - Radio Room The following shall be the basic hourly wage schedule for all Radio Room employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F
14	9.63	10.11	10.53	11.00	11.45	11.88
20	11.00	11.45	11.89	12.49	13.07	13.72
24	11.88	12.49	13.07	13.72	14.34	15.00

CLASSIFICATION AND SALARY SCHEDULE
RADIO ROOM
 July 1, 1997

CLASSIFICATION	RANGE	HOURLY		BI-WEEKLY		ANNUAL	
		Min.	Max.	Min.	Max.	Min.	Max.
Dispatcher I	20	11.33	14.13	906.40	1,130.40	23,566	29,390
Dispatcher II	24	12.24	15.45	979.20	1,236.00	25,459	32,136
Police Telephone Operator	14	9.92	12.24	793.60	979.20	20,634	25,459

HOURLY WAGE SCHEDULE - Radio Room The following shall be the basic hourly wage schedule for all Radio Room employees of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F
14	9.92	10.41	10.85	11.33	11.79	12.24
20	11.33	11.79	12.25	12.86	13.46	14.13
24	12.24	12.86	13.46	14.13	14.77	15.45

