

4193

6/30/98

EMPLOYMENT CONTRACT

BETWEEN

**POLICE OFFICERS LABOR COUNCIL
WYOMING DIVISION**

AND

CITY OF WYOMING

July 1, 1995 to June 30, 1998

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CONTRACT

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

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 the police officers of the City, except those officers with the rank of Sergeant and above.

ARTICLE II

RIGHTS OF THE CITY

Section 1. Rights of City. The City hereby retains and reserves unto itself, without limitation, 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 the United States, and the Charter of the City. Further, all rights which ordinarily vest in and are exercised by the City, except such as are specifically relinquished in this Contract, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the following rights, all of which are subject to and consistent with the terms of this Contract:

(1) 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.

(2) 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.

(3) To construct new facilities or to improve existing facilities.

(4) To determine the number, location and type of facilities and installations.

(5) To determine the size of the work force and increase or decrease its size.

(6) To permit departmental employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services.

(7) To direct the work force, assign work within the Police Department and determine the number of employees assigned to any particular job, assignment or operation.

(8) To establish, change, combine or discontinue job classifications and wage rates, provided that prior to any implementation of any change the Union shall have the right to review the same and to submit its comments to the City. Except for disciplinary action, the rank of Detective shall be maintained for those employees in that rank as of June 30, 1972.

(9) To establish work schedules.

(10) To discipline and discharge employees for just cause.

(11) To adopt, revise and enforce working rules and regulations, provided such rules and regulations are reasonable. Any revision or adoption of new rules and regulations must be reviewed by the Union prior to their issuance.

(12) To transfer, promote and demote employees from one classification, department or shift to another for just cause.

(13) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

(14) To establish a general policy to provide for training programs, to improve police performance and to increase police proficiency.

ARTICLE III

UNION REPRESENTATION

Section 1. Bargaining Committee. The City recognizes a Bargaining Committee not to exceed three employees plus one representative who is not an employee or such members as may be equal to the Bargaining Committee of the City. 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.

Section 2. Committees - Time Off. In the event it is necessary for a member of the Executive Committee to act upon a grievance or other Union business during working hours and such grievance or business would interfere with the regular duties, a request shall be made to the Police Chief of such necessity prior thereto, who shall not unreasonably withhold the granting of such request. The City shall pay the Executive 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. The attorney representing the Union 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 (not an assigned EMT person) to fill the position.

ARTICLE IV

UNION SECURITY

Section 1. Contracts and Rights of Employees. A copy of this Contract shall be given to all new employees entering the bargaining unit. Such employees shall have their attention called to the fact that the Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit, that employees in the bargaining unit are free to join or not join the Union and to engage in lawful concerted activities for the purpose of collective bargaining.

Section 2. Union Membership. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share in the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under the Agreement to represent employees included within the collective bargaining Contract without regard to whether or not the employee is a member of the Union. The Union further agrees that it shall accept into membership each employee who becomes eligible to be a

member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Section 3. 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 V.

Section 4. Refunds to City. Upon presentation of proper evidence thereof, the Union shall refund to the City any amounts paid to it in error because of the checkoff provision.

Section 5. Definitions - City Manager and Police Chief. At any time the words "Police Chief" or "City Manager" are used in this Contract, they shall also mean such persons designated by the Police Chief or City Manager. Whenever any member of the Union or any Committee is stated, it shall also mean "or such persons designated".

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:

CHECKOFF AUTHORIZATION FORM

POLICE OFFICERS LABOR COUNCIL

WYOMING DIVISION

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$_____ per month or my fair share representation fee of \$_____ per month. The foregoing deduction shall be made on a biweekly basis. The amount deducted shall be paid to the Treasurer of the Union in accordance with the agreement reached between the City and the Union. This authorization shall remain in effect until, by written notice to the City, I request its revocation.

Print: Last name First name Middle initial

Date deduction is to start:

Month Year Signature

SS# Address

Date signed City State Zip

Section 2. Checkoff Authorization. A properly executed copy of the written Checkoff Authorization Form for each employee for whom Union dues or service fees are to be deducted shall 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 a deduction is made which duplicates a payment already made to the Union, refund 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 thereafter. 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 non-probationary 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 the employee is not more than 60 days in arrears of payment of such dues or fees.

ARTICLE VI

HOURS OF WORK - OVERTIME

Section 1. Work Week. The work week shall be eight consecutive hours per day, five consecutive days per week, except for scheduled shift changes, and 40 hours per week, as scheduled by the Police Chief. A schedule for each 28 days shall be posted up to three months in advance for work days, hours, days off and pass days. The City may change the work week schedule to other than eight consecutive hours per day, five consecutive days per week by mutual agreement.

Section 2. Roll Call. Such officers designated by the Police Chief shall report to their shift briefing room completely prepared for duty at least five minutes prior to the beginning of their designated shift for the purpose of roll call and briefing without additional compensation. For such officers who are required to report five minutes early, they shall be allowed to have five minutes at the end of the shift in which to prepare themselves to leave.

Section 3. Lunch Period. A 30 minute lunch period and two coffee breaks, each of 15 minutes duration, shall be a part of and included in the regular shift of police officers. There shall, however, be no additional pay in the event an officer is required to forego said lunch period and

coffee breaks because of necessity. Every effort shall be made to allow the officer such lunch period and coffee breaks.

Section 4. Trading. Subject to the discretion of the City, employees shall be permitted to trade for days off. The employee scheduled to work must inform the City in advance of any voluntary trade of work days or days off and such originally scheduled employee shall be responsible for the attendance of the replacement. Absences of replacements shall be charged to the originally scheduled employee unless the scheduling is changed in the scheduling book.

Section 5. Overtime Pay. Time and one-half shall be paid to all employees for any hours worked over eight hours or those hours regularly scheduled otherwise in any one day (except for the normal 28 day schedule shift change) or over 40 regular hours in any one week. Overtime will be calculated in the following manner:

- 0 to 14 min. - no overtime;
- 15 to 44 min. - 1/2 hour overtime;
- 45 to 60 min. - one hour.

Whenever an employee is required to be in Court by subpoena served and there is no mileage reimbursement provided by the Court, the City shall pay the employee one hour pay for each 50 miles of travel required (prorated) to and from any area in the lower peninsula of the State of Michigan, provided the trip is over 15 miles one way. There shall be no other pay for travel time. This provision shall not preclude payment for Court time.

Section 6. Compensatory Time. An employee may elect to take compensatory time off in lieu of payment for overtime worked and for holidays worked. Such time off in hours shall be as established for overtime and holiday pay. Time off shall be taken at the time mutually agreed between the City and the employee. There shall be no limit on the amount of compensatory time that an employee may accrue during a year. December 31 shall be designated as the cutoff date for

logging compensatory time for each year. Any employee having more than 80 hours of compensatory time as of said date, shall be paid at the current straight time rate for those hours over 80, no later than January 31.

Section 7. Overtime Equalization. Scheduled overtime shall be equalized as nearly as possible within each classification.

Section 8. Shift Changes. There shall be no change in shift in order to avoid the payment of overtime, but the City shall have the right to change an employee's shift in case of an emergency, sickness of any employee requiring time off and unscheduled vacations. The City shall, however, make reasonable efforts to obtain volunteers for such shift change. If there are insufficient volunteers, selections shall be by inverse seniority. This Section shall not prohibit voluntary shift change by an employee during a 28 day schedule.

Section 9. Call Outs and Standby. An employee called to work on an assignment at any time other than a scheduled work shift shall be credited with three hours at the regular hourly rate or with the actual hours worked, at one and one-half times the hourly rate, whichever is greater, unless such time shall be continuous with a scheduled shift, in which case the employee shall be paid at the overtime rate only. The employee shall be released from duty upon completion of such assignment. An employee required to be on standby at the employee's place of residence, or such other location agreed to by the City and employee, shall be paid one hour for each four hours or fraction thereof required to be on standby.

Section 10. 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 work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

Section 11. Emergency. In the event of the occurrence of a tornado, conflagration, riot or any other community emergency, declared as such by the City Council, Mayor or City Manager, an 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 there would be compensatory time off 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.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean any dispute between the City and the Union or between the City and 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(11). 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 five 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 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. (a) 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 five 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.

(b) 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 notify the City that it requests arbitration. The Union and the City shall alternately strike names from the following agreed upon panel: Mario Chiesa, Mark Glazer, David Grissom. The decision as to who is to strike first shall be decided by a flip of a coin. After two names have been stricken, the remaining name shall be the arbitrator.

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 an officer or employee of the City is required to answer a grievance within a certain period of time on behalf of the City, 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 at 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 Definition. Seniority shall be defined as:

(1) Continuous service as a police officer with the City computed by time spent on the payroll plus approved absences involving educational, military and sick leaves. This Subsection shall be used for layoffs and as a principal factor in determining time of vacations, promotions and other departmental matters.

(2) Continuous service as an employee with the City computed by time spent on the payroll plus approved absences involving educational, military and sick leaves. This Subsection shall be used to compute all other benefits accruing or accrued to the involved employee due to continuous service with the City.

(3) Continuous service in each classification and/or rank.

Section 2. Shift Assignments. In determining shift assignments, the following standards shall apply:

(1) Seniority shall be the principal and primary factor in determining shift preference for those police officers of the Union with more than two years seniority as determined by Article VIII, Section 1(3). Provided, however, no more than two paramedic personnel may be assigned any shift regardless of seniority of other nonparamedic personnel. However, among the paramedic personnel assigned seniority shall apply for shift preference.

(2) Police officers within the bargaining unit with two years or less seniority may be assigned as the Police Chief directs so as not to conflict with Subsection (1) above and after police officers with more than two years seniority have been assigned their shifts.

(3) No shift schedule shall exceed 28 days.

(4) The City may transfer an employee from one shift to another during the 28 day period referred to in Subsection (3) above, subject to the following conditions:

(a) Any transfer shall be for a specified period of time not to exceed 28 days unless the City and the Executive Committee agree to a longer period of time or an extension of time.

(b) Any transfer shall be communicated to the Executive Committee prior to implementation.

Section 3. Shift Pay. Employees, who are regularly scheduled to start their tour of duty between the hours of 2:00 p.m. and 7:00 p.m., shall be paid an additional 35 cents per hour, and between the hours of 7:00 p.m. and 5:00 a.m., an additional 30 cents per hour. No overtime shall be paid on the shift premium.

Section 4. Probationary Period. The probationary period for each new employee shall be 12 months. There shall be no extension of the probationary period unless the same is agreed to by the City and the employee. Written notice shall be given to the employee and the Union informing them of any extension of the probationary period. Any extension of the probationary period shall be for six months or less. Each probationary employee shall be entitled to all economic benefits as specified in the Contract. If the employee quits or is discharged during said probationary period the following benefits shall not be received: unused floating holidays, accumulated sick days and compensatory time. The City shall not be bound by the provisions of this Contract for employees during their probationary periods, except on economic matters. The Union will not be bound to provide representation to probationary employees disciplined or discharged during the probationary period. Probationary employees may be terminated by the City for any reason, which termination shall not be grievable.

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

- (1) By voluntary termination for a period lasting 30 days.
- (2) Discharged or terminated for just cause.
- (3) Failure to report for work during the first week following the expiration of an approved leave of absence unless excused by the City.
- (4) Absence from work for three consecutive working days without notifying the City, unless excused by the City.

(5) Layoff for lack of work for more than 12 months.

(6) Promotion to a position which excludes the employee from the Union, or retirement. In the event the employee, after having received a promotion, reverts to a position in the bargaining unit, seniority shall accrue as if the promotion has not occurred.

Section 6. Notice of Loss of Seniority. The employee (whenever possible) shall be notified within 90 days that the seniority is lost with the reason given and a copy of the notice shall be filed in the employee's personnel file.

Section 7. Layoff. Whenever a reduction of the work force within the Department is necessary, probationary employees shall be laid off first and thereafter, those employees with the least seniority shall be laid off first, provided those employees with the higher seniority are able to perform the work. Recall shall be in the reverse order. Employees to be laid off shall be given at least 20 work days prior notice. Employees to be recalled from layoff shall be given written notice by certified mail to their last known address, return receipt requested, or by personal notice. Notification shall be a minimum of one calendar week prior to the date that the employee is required to report to work. The City shall continue to pay hospital-medical benefits through the first full calendar month after layoff. In lieu of being laid off, an employee may elect to be reduced in rank. At such time as there is a recall of employees laid off, then such employee having elected to take a different rank will be returned to the prior rank and all seniority in said rank shall be as if the employee was never laid off.

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 shall be sent to the Union of any rules and regulations adopted by the City 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 may be amended, shall govern access 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 officer 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 judgment. The selection of an attorney to represent the employee shall be at the discretion of the City.

Section 4. Protective Vests. Protective vests shall be worn at the discretion of the employee.

Section 5. Discipline - Representation. An employee, excluding probationary employees, shall have the right to have a member of the Executive Board present at any session involving disciplinary action. In the event written warning is issued, the employee shall receive a copy. An employee shall be notified of any warning being entered in the employee's personnel file.

Section 6. 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 and the Union. The President shall receive notification through the departmental mailbox.

Section 7. The affected employee will be allowed to discuss the discharge or discipline with the steward or other Union representatives.

Section 8. 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 any 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 9. Each employee is entitled to a copy of anything which is included in the basis for any disciplinary action for such employee.

Section 10. 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 11. An employee against whom charges have been made by the City may be represented by a Union representative upon request of the employee.

Section 12. Investigatory Complaints. In the event a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

(1) 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.

(2) 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.

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

ARTICLE X

LEAVE OF ABSENCE AND SICK LEAVE

Section 1. Leaves of Absence. An employee may be granted a leave of absence without pay upon approval of the Police Chief for a period not to exceed 30 days. For any period longer than 30 days, the approval shall be by the City Manager. Requests for leave of absence shall be in writing, signed by the employee, stating the reasons for the request. The request shall be given to the Police Chief. Approval or rejection of such leave of absence shall be in writing by the Police Chief or the City Manager. For any leave of absence exceeding 30 days, all benefits shall cease except for seniority. The Police Chief may allow time off for personal reasons, providing the employee shall make up such time at the discretion of the Police Chief.

Section 2. Sick Leave. Employees shall earn and be granted paid sick leave in accordance with the following provisions:

(1) Full-time employees shall accumulate sick leave at the rate of one working day for each full month of employment exclusive of leaves of absence without pay.

(2) Accumulation of sick leave shall be unlimited.

(3) Employees shall receive one full day's pay for each two days of accumulated sick leave upon termination of employment, retirement or death, after 10 years of employment.

(4) Subject to discretionary approval by the Police Chief, 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 days. Immediate family shall mean the father, mother, stepparent, brother, sister, stepbrother, stepsister, grandparent, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law and stepchild.

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

(6) When an employee is not able to perform the duties safely or satisfactorily because of sickness or injury.

(7) For any employee who is on sick leave for a full calendar month, such employee shall not be credited sick leave for any such calendar month. When an employee requests time off to obtain professional personal medical or dental care, the employee shall not be charged sick leave if the time off the job is two hours or less.

(8) Regardless of the above language, the employee shall make every effort to schedule foreseeable medical and dental appointments for nonworking hours.

Section 3. 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 3 days (except for spouse or child which shall be 5 days) for the following: father, mother, stepparent, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent and grandchild. Also included are stepchildren who have been permanently residing with the employee.

For the following persons the employee shall be entitled to one 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 2 days from the employee's sick time for a total of 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, and 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 successive days of which one of the days shall be the funeral.

Section 4. Medical Certificate. Medical statements will not generally be required to substantiate sick leave absences of three consecutive working days or less. In the event that the City has reason to believe that an employee is abusing sick leave, the employee may be required to furnish medical statements which shall set forth the reasons for such sick leave. Should an employee obtain a false medical statement or should an employee fail or refuse to furnish to the City a medical statement, then such employee may be disciplined appropriately, including dismissal.

Section 5. Absences - 10 Days. If an employee has been absent from work because of sickness or injury for a period of 10 working days or more, such employee shall, if requested, furnish to the City a medical certificate indicating ability to return to work. This Section shall be discretionary with the City. The City shall select the doctor and shall pay for the examination and report.

Section 6. Medical Examination. The City may require a medical examination for any employee by a doctor selected and paid for by the City.

Section 7. Workers' Compensation. Whenever an employee receives workers' compensation benefits, the employee shall be paid the difference between such benefits and the net salary or wage for a period of 52 weeks. At such time as the City discontinues such payments, the employee may use sick leave or vacation. The City may require an employee being paid said difference between such benefits and net salary or wage to return to another form of employment with the City if capable of performing such employment. If such employee refuses to perform such other duties, the City shall terminate the difference between the benefits received under workers'

compensation benefits and net salary or wage. For a period of two years from the date an employee is off work under workers' compensation, in addition to the benefits stated above, such employee shall receive life insurance and health insurance benefits pursuant to this contract. If any automobile "no fault" supplement is simultaneously being paid by the City to the employee, such payments shall be credited towards the City's obligation under this section. If an employee is released to return to work by a doctor with work restrictions, and is unable to perform any work offered by the City, any subsequent lost work days will be covered only to the extent of that number of days or weeks remaining from the original 52 week benefit period. Should said employee suffer a new injury while working on restricted duty, the employee would be entitled to a full 52 week benefit period. For employees receiving a worker's compensation supplement as of the date that this agreement is approved by the City Council, the 52 week period shall commence on the date of such approval.

Section 8. Court Appearances. If any employee is subpoenaed to Court as a witness or for jury duty, the employee shall be paid the regular rate of pay for the time so spent if during a regular shift. The employee shall be expected to work when not in Court. If such subpoena shall order the officer to Court on a pass day or other than a regular shift, the employee shall be compensated as otherwise provided for in this Contract. The subpoena, except for jury duty, must be as a result of activities as an employee in order for this Section to apply. All monies or fees received by any employee shall be given or assigned to the City.

Section 9. Military Leave. Military leave shall be governed as follows:

- (1) Any permanent employee, who is inducted into the Armed Forces, shall be entitled to a special leave of absence, without pay, for the period of military duty. After being honorably discharged from the service, such employee will be reinstated to the position held at the commencement of leave or one comparable to it as may be required by State or Federal law. The only benefit which shall continue during the leave of absence shall be seniority.

(2) Any permanent employee, who requests a leave of absence for a period not to exceed 10 working days in order to participate in a branch of the Armed Forces Reserve Training program, shall be granted such leave upon presentation of proper documentation by the Commanding Officer. The City shall pay the employee the difference between the pay received for such training and the employee's salary.

(3) The City shall pay any permanent employee, who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard within the State of Michigan, the difference between the amount received for such duty and such employee's salary for each day of duty not to exceed 30 days.

(4) Any employee who is scheduled to work on a weekend and who is also scheduled to attend a military drill shall be allowed to attend the military drill. Said employee shall use vacation time, compensatory time or exchange pass days with another employee who has the authority to carry out the employee's duties.

ARTICLE XI

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 self care 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.

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 XII

VACATIONS

Section 1. Vacation Leave. A full-time employee of the City shall earn and be entitled to vacation leave with pay in accordance with the following provisions:

(1) Vacation leave shall not be granted to the employee during any probationary period.

(2) Vacation shall be earned as follows: One through four years - 10 days. For each year thereafter, one additional day per year until the total of 20 days has been reached. Credits for vacation shall be made as of January 1 of each year.

(3) Employees may accumulate unlimited vacations.

(4) Any employee hired between January 1 and June 30 shall be entitled to 10 days vacation on or after January 1 of the next year and any employee hired between July 1 through December 31 shall be entitled to 5 days vacation on or after January 1 of the following year.

(5) If an employee has used all credited vacation and has a floating holiday left, the employee may use the floating holiday one-half day at a time.

(6) Whenever any employee ceases to be an employee of the City by retirement or otherwise, vacation credited in advance to that employee on January 1 of that year shall be reduced on a prorated basis. If said vacation has been used beyond the prorated amount, the City shall be reimbursed those days and to collect the same may retain such amount from the employee's wages or any pension or retirement funds.

(7) If an employee has accumulated one full year's vacation entitlement, such employee may request pay for one-half of one year's entitlement once a year.

Section 2. Seniority - Vacation. Seniority as a police officer shall be the principal factor in determining the time when vacation shall be taken, subject, however, to scheduling approval of the Police Chief. Employees shall submit their preferences in writing to the Police Chief by April 15 of each year. The Police Chief shall post approved vacation leaves no later than May 15.

Section 3. Accrued Vacation. Payment for accrued vacation shall be made upon termination, retirement or death.

Section 4. Conversion - Sick Leave. Subject to scheduling approval of the Police Chief, once during each fiscal year, eight (8) sick leave days may be converted to additional vacation days for employees with more than five (5) years of service with the City and more than fifty (50) days of accrued leave.

ARTICLE XIII

HOLIDAYS

Section 1. List of Holidays. Holiday leaves with pay shall be as follows:

- New Year's Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- The day following Thanksgiving
- The day before Christmas
- Christmas
- The day before New Year's Day
- Two floating holidays

Said floating holidays shall be used during the fiscal year or be lost and shall be subject to the approval of the Police Chief if a request is made less than two (2) weeks before the time requested.

Under no circumstances will the Employer be obligated to permit more than three (3) employees per shift to take a floating holiday.

Section 2. Holiday Compensation. Full-time employees shall be compensated as follows:

(1) When working, 1-1/2 times straight pay plus 8 hours straight pay, except for half-holidays, which shall be 1-1/2 times straight pay for 4 hours of said half-holidays plus 4 hours straight pay, or compensatory time as provided in Article VI, Section 6.

(2) When a holiday falls on an employee's scheduled day off, the employee shall receive 8 hours straight pay for that day or compensatory time.

(3) 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. If an employee whose work week is normally Monday through Friday is required to work on the actual holiday, then Section 2(1) shall apply.

Section 3. Holiday Eligibility. Only full-time employees shall be eligible for holiday pay, and they must have worked on their last regularly scheduled work day immediately preceding and immediately following the holiday, unless excused by the Police Chief. When a holiday falls within an employee's vacation period, the employee shall be entitled an additional day of vacation.

ARTICLE XIV

INSURANCE

Section 1. Health. (effective October 1, 1994). The City shall pay the premiums for coverage for each employee and the employee's dependents. The coverage 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 negotiation 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. Dental. The City shall provide the dental insurance coverage set forth in Appendix A to this Agreement. The City shall have the right to change to another insurance carrier provided the coverage shall be the same as or better than that listed above.

Section 3. Life Insurance. The City shall provide each full-time employee with life insurance in the amount of \$25,000.00. The City may be the insurer.

Section 4. Retirees Life Insurance. An employee retiring after July 1, 1986, shall be provided \$5,000.00 in life insurance coverage which shall remain in effect until the retiree reaches age 65. The City may be the insurer.

Section 5. Disability Income Plan. (effective November 1, 1994). In the event any employee is disabled to the extent that such employee is not able to perform the duties of the job, such employee shall be eligible to receive from the City an income maintenance plan which will provide the employee with an income allowance of seventy-five percent (75%) of the base pay for a period not to exceed a cumulative total of fifty-two (52) weeks in the employee's lifetime. This section shall be effective only after such employee has used all paid time (including sick leave, vacation leave, personal leave/floating holidays, compensatory time), and only after an eight (8) day waiting period. Paid time taken by the employee will be credited towards the waiting period, and, after the waiting period is completed, the benefit shall not be retroactive from the first day of disability.

ARTICLE XV

WAGE AND PAY POLICIES

Section 1. Wages. Effective July 1, 1995, there shall be a three and one half percent (3.5%) increase at each level of the pay schedule, effective July 1, 1996, there shall be a three percent (3%) increase at each level of the pay schedule and effective July 1, 1997, there shall be a three and one half percent (3.5%) increase at each level of the pay schedule.

Whenever a certified EMT employee is assigned for any 28-day period to patrol duties which require EMT duties, such employee shall be paid an additional forty cents (40¢) per hour for that 28-day period. There shall be no overtime pay on said forty cents (40¢).

Whenever a designated Field Training Officer is performing the duties of the position, the employee shall be paid an additional forty cents (40¢) per hour.

Section 2. Mileage. The City shall pay mileage to employees for the use of employee-owned vehicles on City business at such figures 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 Police Chief or the City Manager.

Section 3. Uniform Allowance. The City shall provide uniforms for uniformed employees and a cleaning allowance of \$275.00 per year. Officers not in uniform shall be given \$500.00 per year for clothing and cleaning. These shall be paid quarterly and prorated upon termination. These payments shall be considered retrospective. All uniforms shall belong to the City.

Section 4. Optical. The City will pay for the cost of replacement of standard prescription lenses and frames damaged or broken in the line of duty with reimbursement for frames not to exceed \$40.00.

ARTICLE XVI

EMPLOYMENT, PLACEMENT AND PROMOTION

Section 1. Temporary, Etc. Employees. The City reserves the right to hire temporary or irregular part-time employees in case of emergencies or unusual or extraordinary circumstances which places demands which exceed the manpower capabilities of the Department. Such employees shall not be subject to the terms of this Contract nor shall they be part of the collective bargaining

unit. Wherever possible, attempts will be made by the City to staff full-time positions with full-time employees.

Section 2. Pay, Benefits - Temporary Employees. All part-time employees hired on a regular basis by the City and who work 25 or more hours per week shall be paid on an hourly basis at the first step of their respective pay ranges. Pay advancement within the range shall be within the sole discretion of the Police Chief or the City Manager. A regular part-time employee who works 25 hours a week or more rendering continuous service over a period of one year shall be entitled to vacation and sick leave benefits on the basis of 50 percent of what a regular full-time employee is entitled. No part-time employees shall be used when full-time employees have been laid off because of a lack of work or funds.

Section 3. Vacancies. In order to provide advancement opportunity, when vacancies exist, the City will provide the Union with a list of such vacancies indicating the title, description of duties, basic personnel requirements, work schedule, rate of pay and other qualifications for the position. An interested employee may make application for such vacancy within three days of the giving of such notice by filing with the Personnel Department a statement which shall list the employee's qualifications. Placement and advancement shall be at the City's discretion. The City shall consider the employee's experience, work history, qualifications and seniority when filling vacancies. Whenever a vacancy exists, which could be filled by promoting a police officer of the City and City is considering a person who is not an employee of the City, the City shall promote the said police officer if the person being considered and the police officer have substantially the same qualifications.

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.

Section 5. Temporary Assignments. Whenever an employee is assigned to a position involving duties of a higher classification or higher rank, or is assigned as a temporary detective, juvenile officer, vice officer or polygraph operator, for a period of four hours or more of any one work day, such employee shall be paid an additional five percent of the employee's base pay for such time assigned. The pay of an employee presently assigned as a temporary detective, juvenile officer, vice officer or polygraph operator shall be maintained while so assigned, provided, however, that any such employee so assigned shall receive a minimum of five percent over such employee's base classification pay while so assigned. Any police officer assigned to the investigative division hereafter will be assigned for a period not to exceed two years. A police officer who is ending a two year assignment in the investigative division may submit a written request to the Chief of Police for an additional assignment. A police officer may make such request at the end of each two year assignment in accordance with the posted notice indicating the vacancy.

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 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 lockout of employees by

the City. There shall be no strikes, sitdowns, slowdowns, 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.

ARTICLE XVIII

LONGEVITY

Section 1. Longevity. For years of service determined prior to November 1 of each year, all employees shall receive pay in a separate check before the end of November in the following manner:

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

The City also agrees to provide prorated longevity (per current practice).

ARTICLE XIX

PENSION SYSTEM, BLUE CROSS/BLUE SHIELD AND DENTAL

Section 1. Vesting shall occur after 10 full years of employment. All other provisions of this pension system shall continue.

Section 2. An employee who receives a pension under the Wyoming Pension System shall have the City pay for medical coverage (or such other carrier which the City has), including dental, the following amounts: \$8.00 per month for each year of employment with the City not to exceed 30 years, payable monthly beginning with the date of retirement, and ending upon age 65. Beginning July 1, 1992 (i.e., for employees who retire on or after July 1, 1992), the benefit will be as follows: Until the retiree reaches age 60, the benefit will be \$8.00 per month (\$10.00 per month for employees who retire on or after November 1, 1994) for each year of employment with the City not to exceed 30 years, payable monthly beginning with the date of retirement; after the retiree reaches age 60, the benefit will be the fully paid lifetime benefit for retiree and spouse which is

provided to the command officers. 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 for whom the City shall make the payments described in this Section may not select among the various types of insurance coverage but must take the package as a whole. The City's obligation to make the payments described in this Section shall cease upon the failure of any retiree to pay the difference, if any, between the amount contributed by the City and the actual cost of such insurance coverage.

Section 3. Pension. There shall be a 30 year maximum benefit and the benefit multiplier shall be 2.2%. For employees retiring after July 1, 1994, the multiplier shall be 2.25%. Duty related disability provisions are provided under the pension code Amendment to Schedule D, 91.40(6)(c).

ARTICLE XX

PATROL DIVISION PROVISIONS

The following Section shall apply to those officers assigned to the patrol division of the Police Department:

Section 1. Work Week. The work week shall be 10 consecutive hours per day, 4 consecutive days per week, except for scheduled shift changes and 40 hours per week, as scheduled by the Police Chief. A schedule for each 28 days shall be posted for work days, hours, days off and pass days.

Section 2. Coffee and Lunch Breaks. Five additional minutes shall be allowed for each coffee and lunch break.

Section 3. Overtime. Time and one-half shall be paid for any hours worked over 10 hours in any one day (except for the normal 28-day schedule shift changes) and over 40 regular hours in any one week.

Section 4. Shift Premium. Employees scheduled to work the day shift, 6:00 a.m. to 4:00 p.m. or 7:00 a.m. to 5:00 p.m., will be excluded from receiving shift premium. All other shifts shall receive the premium. No overtime shall be paid on the shift premium.

Section 5. Sick Leave. Employees shall earn and be granted paid sick leave in accordance with the following provisions:

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

(2) Accumulation of sick leave shall be unlimited.

(3) Employees shall receive one full hour pay for each two hours of accumulated sick leave upon termination of employment or retirement after 10 years of employment.

(4) Subject to discretionary approval by the Police Chief, 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 4 days for those officers assigned to patrol duty. Immediate family shall mean the father, mother, stepparent, brother, sister, stepbrother, stepsister, grandparent, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law and stepchild.

(5) Whenever possible and in order to obtain sick pay, if any employee is not able to report to work because of an illness or otherwise, the employee's Immediate Supervisor or Department Head shall be notified as early as possible prior to the start of the

employee's scheduled shift. Such notification shall be continued on day-to-day basis if such absence is to continue unless the notification indicates an illness or absence is to be for an indefinite period.

(6) When an employee is not able to perform the duties safely or satisfactorily because of sickness or injury.

(7) For any employee who is on sick leave for a full calendar month, such employee shall not be credited sick leave for any such calendar month.

(8) When an employee requests time off to obtain medical or dental care, the employee shall not be charged sick leave if the time off the job is 2 hours or less.

Section 6. Vacation Leave. A full-time employee of the City shall earn and be entitled to vacation leave with pay in accordance with the following provisions:

(1) Vacation leave shall not be granted to the employee during any probationary period.

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

(3) Employees may accumulate unlimited vacation.

(4) Any employee hired between January 1 and June 30 shall be entitled to 80 hours vacation on or after January of next year and any employee hired between July 1 through December 31 shall be entitled to 40 hours vacation on or after January 1 of the following year.

(5) If an employee has used all credited vacation and has a floating holiday left, the employee may use the floating holiday one-half at a time.

(6) Whenever any employee ceases to be an employee of the City by retirement or otherwise, vacation credited in advance to that employee on January 1 of that year shall be reduced on a prorated amount, the City shall be reimbursed those days and to collect the same may retain such amount from the employee's wages or any pension or retirement funds.

(7) If an employee has accumulated one full year's vacation entitlement, such employee may request pay for one-half of one year's entitlement once a year.

Section 7. Conversion of Sick Leave. Subject to scheduling approval of the Police Chief, once during each fiscal year, 64 hours of such leave may be converted to additional vacation for employees with more than five (5) years of service with the City and more than 400 hours of accrued sick leave.

Section 8. Holiday Compensation. Full-time employees shall be compensated as follows:

(1) When working 1-1/2 times straight pay plus 10 hours straight pay except for half holidays which shall be 1-1/2 times straight pay plus 5 hours straight pay, or compensatory time as provided in Section 2(1) of Article XIII.

(2) When a holiday falls on an employee's scheduled day off, the employee shall receive 10 hours straight pay for that day or compensatory time.

Section 9. Educational Courses Initiated by Employee. Formal courses for college credit must be directly related to the employees job classification. To be eligible for reimbursement of such courses, a request must be submitted in writing to the Department Head and approved by the City Manager, prior to enrollment:

(1) Courses will be taken at times other than the employees normal working hours, unless the employee has received prior approval by the Department Head and City Manager for an exception.

(2) Upon completion of the course with a passing grade, the employee shall be reimbursed for tuition and book cost. Such reimbursement for tuition will be for the actual tuition cost, but shall not exceed the equivalent undergraduate rate for courses at Grand Valley State University in effect at the time the course was taken.

(3) No other expenses will be reimbursed.

ARTICLE XXI

CITY OF WYOMING, POLICE DEPARTMENT EMPLOYEE ALCOHOL AND DRUG ABUSE POLICY (Effective November 1, 1994)

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 counselling 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, counselling 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 counselling 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 counselling 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 counselling 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, counselling and referral to a treatment program for alcohol and drug abuse. Employees who undergo counselling 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 XXII

TERMS OF CONTRACT AND EFFECTIVE DATES

Section 1. Term of Contract. This Contract shall remain in effect until 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 stated.

Section 3. Inclusiveness of Contract. 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 understanding 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 Agreement.

ARTICLE XXIII

APPLICATION OF AGREEMENT

Section 1. Separability and Savings Clause. 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. 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 replacement for the provision held invalid.

CITY OF WYOMING

Dated 3-5-96

By Jack A. Magnuson
Jack A. Magnuson, Mayor

And Nancy M. Giar
Nancy M. Giar, City Clerk

POLICE OFFICERS LABOR COUNCIL
WYOMING DIVISION

Dated 3-5-96

By Dan Rose

And Fred LaMaire
Fred LaMaire
Police Officers Labor Council

APPENDIX A

DENTAL EXPENSE BENEFITS
CITY OF WYOMING

25-25-25
MBL \$800

No Deductible	The Blue Cross and Blue Shield of Michigan Dental Plan pays reasonable charges for covered expenses with NO deductible.	
Coinsurance	CLASS I	Diagnostic services, preventive services, and palliative treatment are covered at 75% of reasonable charges.
	CLASS II	Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at 75% of reasonable charges.
	CLASS III	Construction and replacement of dentures and bridges are covered at 75% of reasonable charges.
	CLASS IV	Orthodontic services are covered at 50% of reasonable charges.
Annual Maximum	Each member is entitled to maximum benefits of \$800 every contract year.	
Orthodontic Lifetime Maximum	Each member (up to age 19) has a lifetime maximum of \$800 available for orthodontic services.	

APPENDIX B

DUTY DISABILITY

Addition to the Pension Plan

91.40(6)(c) Any other special rules shall be set forth in the Schedule for the Member's Benefit Group.

Amendment to Schedule D (Police Non-Supervisory)

91.40(6)(c) - Duty Disability - Special Rules.

Notwithstanding any other provision of the Plan, the following special rules shall apply to a Member in this Benefit Group who is applying for or receiving a Temporary Disability Benefit in a duty disability situation.

(I) "Total Disability" or "Totally Disabled" shall mean a total and permanent inability of the Member to engage in the essential functions of his/her current employment position with Employer as a result of a physical or mental condition of the Member.

(ii) In no event shall the amount of the Member's monthly pension benefit be:

(A) Less than 50% of the Member's Average Monthly Compensation at the time of his/her Total Disability; or

(B) More than 90% of the Member's Average Monthly Compensation at the time of his/her Total Disability.

In computing the Member's minimum and maximum pension benefit for purposes of this Section, any workers' disability compensation benefits paid to the Member, any Social Security disability benefits paid to the Member, and/or any compensation received by the Member in any gainful employment shall not be considered (i.e, shall not be coordinated with the Member's monthly pension benefit or used to offset or reduce the Member's monthly pension benefit).

(iii) Upon attaining the minimum age requirement to be eligible for a Normal Retirement Benefit, the Member shall receive a Normal Retirement Benefit based upon the Member's actual Years of Credited Service plus the Member shall receive Years of Credited Service for the period of time the Member was receiving a Temporary Disability Benefit. Further, solely for this purpose, the Member's Average Monthly Compensation shall mean the monthly average of the

base earnings the Member would have received during the 36 consecutive months immediately preceding his/her attainment of Normal Retirement Age if the Member was actively employed in the job classification the Member held with Employer immediately preceding his/her Total Disability.

(iv) The Member's Normal Retirement Benefit shall be paid in the form determined under Section 91.55 and need not be the same form as the Member's form of Temporary Disability Benefit. However, if a Member makes an election to receive his/her Normal Retirement Benefit payable in a form which is different than the form of his/her Temporary Disability Benefit, Employer shall make any adjustments necessary to ensure that the new election shall not require the Plan to provide increased benefits to the Member (determined on the basis of Actuarially Equivalent value).

(v) During the time period the Member is receiving a Temporary Disability Benefit, the Member shall continue to receive medical coverage for the Member and his/her eligible dependents on the same basis as if the Member continued to be an actively working Employee of Employer. (Therefore, any changes in medical coverage for actively working Employees in this Benefit Group shall also apply to the Member.) However, medical coverage shall be suspended during any time period the Member is eligible to participate in comparable group medical coverage provided by another employer (either as a result of the Member's employment or the employment of the Member's spouse). Effective as of the time the Member begins receiving a Normal Retirement Benefit, medical coverage shall be provided in accordance with Section 91.70.

LETTER OF UNDERSTANDING

It is understood that the City's contractual right to promote to the rank of Sergeant, as provided for in Article II, Section 1, paragraph (12), will be exercised in accordance with the following:

The City agrees that its current policy will be observed and not changed during the life of this Agreement. Violations of this Agreement may be grieved. Pending promotional grievances will be withdrawn and the current promotion list will be discarded and a new list will be generated according to the terms of the promotional policy.

CITY OF WYOMING

POLICE OFFICERS LABOR COUNCIL
WYOMING DIVISION

By _____

By _____

Its _____

Its _____

CLASSIFICATION AND SALARY SCHEDULE

POLICE

Effective 7/1/95

CLASSIFICATION	RANGE	HOURLY		BI-WEEKLY		ANNUAL	
		Min.	Max.	Min.	Max.	Min.	Max.
Police Officer	30	15.84	19.02	1,267.20	1,521.60	32,947	39,562
Police Corporal	36	17.66	20.81	1,412.80	1,664.80	36,733	43,285
Police Detective	36	17.66	20.81	1,412.80	1,664.80	36,733	43,285

HOURLY WAGE SCHEDULE - POLICE The following shall be the basic hourly wage schedule for all police officers of the City except those officers who will be considered administrative personnel.

WAGE RANGE NUMBER	A	B	C	D	E	F
30	15.84	16.36	17.01	17.66	18.32	19.02
36	17.66	18.32	19.02	19.63	20.22	20.81

CLASSIFICATION AND SALARY SCHEDULE

POLICE

Effective 7/1/96

CLASSIFICATION	RANGE	HOURLY		BI-WEEKLY		ANNUAL	
		Min.	Max.	Min.	Max.	Min.	Max.
Police Officer	30	16.32	19.59	1,305.60	1,567.20	33,946	40,747
Police Corporal	36	18.19	21.43	1,455.20	1,714.40	37,835	44,574
Police Detective	36	18.19	21.43	1,455.20	1,714.40	37,835	44,574

HOURLY WAGE SCHEDULE - POLICE The following shall be the basic hourly wage schedule for all police officers of the City except those officers who will be considered administrative personnel.

WAGE RANGE NUMBER	A	B	C	D	E	F
30	16.32	16.85	17.52	18.19	18.87	19.59
36	18.19	18.87	19.59	20.22	20.83	21.43

CLASSIFICATION AND SALARY SCHEDULE

POLICE

Effective 7/1/97

CLASSIFICATION	RANGE	HOURLY		BI-WEEKLY		ANNUAL	
		Min.	Max.	Min.	Max.	Min.	Max.
Police Officer	30	16.89	20.28	1,351.20	1,622.40	35,131	42,182
Police Corporal	36	18.83	22.18	1,506.40	1,774.40	39,166	46,134
Police Detective	36	18.83	22.18	1,506.40	1,774.40	39,166	46,134

HOURLY WAGE SCHEDULE - POLICE The following shall be the basic hourly wage schedule for all police officers of the City except those officers who will be considered administrative personnel.

WAGE RANGE NUMBER	A	B	C	D	E	F
30	16.89	17.44	18.13	18.83	19.53	20.28
36	18.83	19.53	20.28	20.93	21.56	22.18

