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6/30/98

EMPLOYMENT CONTRACT

BETWEEN

CITY OF WYOMING

AND

WYOMING FIRE FIGHTERS ASSOCIATION

July 1, 1996 to June 30, 1998

Wyoming, City of



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CONTRACT

THIS CONTRACT, entered into by and between the City of Wyoming, hereinafter referred to as "City," and the Wyoming Fire Fighters Association, hereinafter referred to as "Association."

ARTICLE I

RECOGNITION

Section 1. Association Recognition. The City recognizes the Association as the exclusive collective bargaining representative of all fire personnel, 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.

Section 2. Association Members. The collective bargaining unit shall be composed of all fire personnel of the City, except the Fire Chief, Deputy Fire Chief and reserve fire personnel.

ARTICLE II

RIGHTS OF THE CITY

List of Rights. The City, on its 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 City Charter, laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by the City, except such as are specifically stated in this Contract are reserved to and vested in the City, including but without limiting the generality of the foregoing the following rights:

(1) To manage its affairs efficiently and economically, carry out cost and general improvement programs, determine quantity and quality of services to be rendered, control materials,

tools and equipment to be used, introduce new equipment, machinery or processes, change or eliminate existing equipment, institute technological changes, decide on materials, supplies, equipment and tools to be purchased, provided the City shall not endanger the health, safety or welfare of the members of the bargaining unit in the performance of their duties.

(2) To construct new facilities, improve existing facilities and determine the number, location and type of facilities and installation.

(3) To hire employees.

(4) To determine the size and assignments of the work force and increase or decrease its size by discharge for cause or layoff.

(5) To permit employees not included in the bargaining unit to perform bargaining unit work on a temporary or part-time basis when in the opinion of management this is necessary for the conduct of municipal service. The City shall not use part-time employees or reserves in lieu of or as substitutes for members of the bargaining unit in the event of a layoff.

(6) To direct the work force, assign work and determine the number of employees assigned to any particular job, assignment or operation, provided no work assignment shall be made outside the Fire Department except as may be related to the public health, safety and welfare on an emergency basis only.

(7) To establish, change, combine or discontinue the job classifications and wage rates within the bargaining unit provided that prior to any implementation of any change the Association shall have the right to review same and to submit its comments to the City.

(8) To determine work schedules, lunch periods, rest periods and cleanup times.

(9) To discipline and discharge employees for cause.

(10) To adopt, revise and enforce working rules. Such revisions or adoption or new rules must be reviewed by the Association prior to issuance.

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

(12) 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.

(13) Whenever the word "City Manager" is used in this Contract, it shall mean the City Manager or such person as may be designated. Whenever the word "Fire Chief" is used it shall mean the Fire Chief, Deputy Fire Chief or such person as may be designated. Whenever the words "Association" or "Grievance Chairman" are used in this Contract it shall mean also such persons as may be designated. Whenever the word "suppression" is used it shall mean employees who are working a 12 hour shift. Whenever the word "non-suppression" is used it shall mean employees who are working an 8 hour day or 40 hour work week.

ARTICLE III

ASSOCIATION REPRESENTATION

Section 1. Bargaining Committee. The City recognizes a Bargaining Committee not to exceed more than three employees plus one non-employee. The Association may also have advisors from the parent union be present during negotiations for the purpose of furnishing information to the Bargaining Committee.

Section 2. Grievance Committee. The City recognizes a Grievance Committee which will include not more than two employees. Such employees shall be allowed time off during working

hours, upon discretionary approval by the immediate supervisor, to assist any employee with a contract interpretation or possible grievance.

Section 3. Committees - Time Off. Whenever a member of the Bargaining Committee or the Grievance Committee is requested to act in such capacity away from the station during working hours, the employee shall request permission from the Fire Chief to leave. At a time as may be mutually agreeable, said member may leave the job. The employee shall return as soon as possible and shall report to the Supervisor upon returning. The City shall pay the Bargaining and Grievance Committee members their regular pay when engaging in collective bargaining and processing grievances during their regular working hours.

ARTICLE IV

ASSOCIATION SECURITY

Association Membership. As a condition of continued employment, all employees shall be members of the Association after their probationary period. Provided, however, any employee who refuses to belong to the Association because of religious or other reasoned grounds arising out of a deep personal conviction, shall not be required to do so as a condition of continued employment. Payment of dues and assessments shall be the only requirement to continue as a member of the Association in good standing. Each employee shall be given a copy of this Contract.

ARTICLE V

CHECK OFF

Section 1. Deductions. The City shall deduct each pay period and forward to the Association the amount of such dues or assessments certified by the Association. Should an employee fail or

refuse to pay dues or assessments, the Association may request in writing the discharge of such employee. If such employee does not pay within 30 days thereafter, the City shall discharge such employee.

Section 2. Indemnification. The Association shall indemnify, defend and save the City harmless against all claims, demands, suits or other forms of liability as may arise out of or by reason of action taken by the City pursuant to the provisions of this Article.

Section 3. City Obligation. Payment to the Association of the funds checked off each payroll period shall fully satisfy the obligations of the City for all deductions covered by said payment period.

Section 4. Employee Names. The names of all employees separated from the payroll, recalled or hire, on layoff or on leave of absence shall be furnished quarterly to the Association.

Section 5. Refunds to City. The Association shall refund to the City any amount paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Work Week. The work week for all fire personnel, except for non-suppression employees, shall be based on 12-hour shifts and rotated as follows: Two day shifts, two night shifts and four days off duty. A day shift shall be from 6:00 o'clock a.m. until 6:00 o'clock p.m. and a night shift shall be from 6:00 o'clock p.m. until 6:00 o'clock a.m.

The work week for non-suppression employees shall be forty (40) hours per week. Those employees shall normally be scheduled for eight (8) hour shifts between the hours of 7:00 A.M. and 5:00 P.M. with one hour for lunch at a time mutually agreed by the employee and immediate

supervisor. Conditions may warrant the changing of hours due to unusual circumstances; however, normal hours will be the same as other City Hall employees.

Section 2. Rest/Sleep Time. Between the hours of midnight and 5:00 a.m., employees will not be disciplined for resting provided all of the following conditions are satisfied:

- (1) The employees remain available to answer emergency calls or perform other assignments;
- (2) One employee remains awake at all times;
- (3) All employees remain in uniform at all times.

Section 3. Overtime Pay. Any firefighting personnel working in excess of twelve hours per shift shall be paid at the rate of one and one-half times the regular rate. For non-suppression employees, overtime shall be paid at the rate of one and one-half times the regular rate for any hours over his regular work day and regular work week.

Section 4. Time Off. Any employee and the Fire Chief may agree to time off for the employee for personal reasons. The employee shall make up the time at the discretion of the Fire Chief.

Section 5. Overtime Authorization. No overtime shall be paid unless authorized prior thereto by the Fire Chief or by the established administrative procedure.

Section 6. Overtime - Equal Opportunity. The City shall provide each employee an equal opportunity for overtime work, subject to the employee's ability to perform the work. The City shall post the overtime procedure.

Section 7. Call Outs. When an employee is called out for work other than during his regularly scheduled shift, such an employee shall receive a minimum of two hours of overtime pay.

Section 8. Temporary Assignments. If a fire suppression employee works on an assignment

in a higher classified position for six (6) hours or longer pursuant to authorization from the immediate supervisor, such employee shall be paid at the "F" step of the range of the higher classification beginning on the date of commencing such work assignment. No temporary assignment shall exceed six months unless the City Manager and the Association agree to an extension. For temporary assignments exceeding one month, the employee may be paid at a lower step in the range of the temporary classification provided such rate is not lower than the employee's regular classification rate.

Section 9. Disaster. In the event the City Council, Mayor or City Manager declares that there has been or is occurring a tornado, conflagration, riot or any other community disaster, 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 and in that case there would not be compensation for overtime work. Compensatory time will be granted at the discretion of the City.

Section 10. Trading. The customary practice of allowing fire suppression employees to engage in trading time shall be permitted. However, trading shall only be permitted to the extent it complies with and does not increase the City's cost under the Fair Labor Standards Act. The Fire Chief may deny a trade at any time if it is determined to be in the best interests of the City. The City shall not be held liable for any disputes or violations of the bargaining agreement, whether known or unknown at the time of occurrence, which take place as a result of trading.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean any dispute, controversy or difference between the City and the Association or between the City and any employee on any issue concerning the meaning, effect, interpretation, application, violation or breach of any provision of this Contract.

Section 2. Grievance Contents. Each grievance shall be reduced to writing stating all the facts and all the sections of the Contract upon which the grievance is based.

Section 3. Grievance Steps. Each grievance shall be processed by the following procedure:

Step 1. The Association or the employee shall submit the grievance in writing to the Fire Chief. The grievance shall be submitted within 10 working days from the date that the employee knew or should have known of the existence of the event which gives rise to the grievance. The Association or the employee shall submit a copy of the grievance to the Personnel Director. The Fire Chief shall decide the grievance in writing within 10 working days of receiving the grievance.

Step 2. If no satisfactory settlement is reached in Step 1, the Association or the employee shall submit the grievance to the City Manager within 10 working days after the decision of the Fire Chief. A meeting shall be held within 10 working days of receipt of the grievance between the Association, the Fire Chief, the City Manager and the employee to discuss the grievance. The City Manager shall decide the grievance in writing within 10 working days after such meeting.

Step 3. If no satisfactory settlement is reached in Step 2, and the grievance involves pay, suspension, demotion, discharge or violation of any term of this Contract, the grievance may be submitted to arbitration. Within 30 days from the receipt of the decision of the City Manager the Association 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 Association 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 Association shall notify FMCS of the selection. Arbitration shall be in accordance with the rules and procedures established by FMCS. 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. Subject to the previous sentence, the decision of the arbitrator shall be final and binding on both parties. Costs of the arbitration shall be born equally by the parties hereto.

Section 4. City Grievance. Any grievance by the City against the Association may be filed with the Association Board and shall be answered by the Association Board in writing within 10 working days of presentation. If not settled by such answer, the grievance may be appealed to Step 3.

Section 5. Bypass. The Association may bypass Step I if the grievance is of a general nature affecting more than one employee. The grievance must be filed with the City within 10 days of the date the employee knew or should have known of the existence of the event which gave rise to the grievance.

Section 6. Procedural Requirements. Should either party fail to meet the procedural requirements then the grievance shall be decided against such party.

ARTICLE VIII

PERSONNEL RULES AND REGULATIONS

Any personnel action taken by the City shall be in accordance with the Personnel Rules and

Regulations as approved and adopted. Said Personnel Rules and Regulations shall be applicable to all employees equally. Prior to adoption, all personnel rules and regulations shall be reviewed by the City and the Association jointly, with the Association having the right to make recommendations as to the form and contents of said rules. After review by the Association, the personnel rules may then be adopted by the City. However, said rules remain subject to the filing of a grievance by the Association as to their reasonableness. Whenever any departmental rules are formulated, such rules shall be forwarded to the Association. This Contract shall take precedence over any of such rules and regulations.

ARTICLE IX

SENIORITY

Section 1. Definition. Seniority is continuous paid employment with the City plus approved absences involving educational, military and sick leaves. Two or more persons who began their employment on the same day shall have their seniority determined by the shift on which they start. If the employees start on the same shift, their seniority will be determined alphabetically according to their last name.

Section 2. Classification. Seniority shall be established for employees in each classification. Squad assignments shall be for a minimum of six months. In the event an employee has been promoted to a new classification and thereafter there is a layoff in that classification, then such employee shall have the right to revert back to the former classification with such time served in the new classification to be considered as if such person had continuous service in the former classification. Changes from one squad to another for an employee shall only be made between the

eight week cycles.

Employees shall be allowed to transfer between shifts within classifications. Such transfer will take effect the first eight (8) week pay cycle of each year. Shift assignments shall be for twelve (12) months. Employees will be notified of the opportunity to bid on the shift of their choice at least six (6) weeks prior to the transfers provided the Union notifies the City of its desire to bid. Seniority will be the sole factor in determining preference within a classification. The Union shall be notified in advance if the Fire Chief determines an unusual situation delays the shift assignment process. The Fire Chief shall maintain the right to assign employees to shifts which are in the best interests of the City. The Union shall have the right to grieve the reasonableness of the Fire Chief's decision. Nothing in this provision shall prevent the Union and City from mutually agreeing to a different procedure.

Section 3. Departmental Seniority.

(1) Departmental seniority shall be one of the principal factors in vacation preference and promotions.

(2) Employees shall be laid off according to the inverse order of departmental seniority unless such layoff would be detrimental to the City. New employees will not be hired whenever employees on layoff have qualifications for the duties.

Section 4. Loss of Seniority. Seniority shall be lost upon any one of the following conditions:

(1) By voluntary termination of 30 days or more or discharge for cause.

(2) Failure to report for work on the first day following the expiration of an approved leave of absence, unless excused by the City.

(3) Absence from work for three consecutive working days without notifying the City

unless otherwise excused by the City.

(4) Promotion to a position which excludes the employee from the Association. In the event that the employee, after having received a promotion, reverts to the former position, seniority shall accrue as if the promotion had not occurred.

(5) Layoff for more than two years or the employee's total seniority, whichever is less.

(6) Whenever seniority is lost, the employee (whenever possible) and the Association shall be notified within 30 days and a copy placed in the employee's personnel file.

ARTICLE X

LEAVE OF ABSENCE AND SICK LEAVE

Section 1. Leaves of Absence. Employees may be granted leaves of absence without pay for a period of 30 days or less upon approval of the Fire Chief and more than 30 days upon approval of the City Manager.

Section 2. Cessation of Benefits. For any leave of absence exceeding 30 days, other than sick leave, all benefits shall cease except for seniority.

Section 3. Requests. Requests for leave shall be submitted to the Fire Chief in writing stating the reasons and signed by the employee. Approval for leave shall be at the City's discretion and shall be in writing.

Section 4. Sick Leave. Employees shall be granted sick leave as follows:

(1) Each full-time employee, except for non-suppression employees, shall accumulate paid sick leave at the rate of 8.4 hours for each full calendar month of employment, exclusive of leaves of absence without pay. Non-suppression employees shall accumulate sick leave at the rate of eight (8)

hours per month. In order to obtain sick pay, an employee shall notify the Immediate Supervisor as soon as reasonable prior to the start of the work shift.

(2) Accumulation of sick leave shall be unlimited.

(3) Employees having less than five (5) years of seniority shall receive one full hour's pay for each four (4) hours of accumulated sick leave upon termination of employment with the City except for cause, not to exceed 336 hours, but unlimited upon retirement from the City or death while employed by the City.

Employees having five (5) or more years of seniority shall receive twelve (12) hours pay for each twenty-four (24) hours of accumulated sick leave upon termination of employment with the City except for cause.

(4) When an unusual or emergency situation exists which endangers the health or well-being of a member of the employee's immediate family, sick leave, vacation leave or time off without pay not to exceed four days (five days for non-suppression employees), may be granted, subject to discretionary approval by the Fire Chief. Immediate family shall mean the spouse, child, father, mother, brother, sister, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle or step-relation of the above.

(5) The City shall have the right to investigate the causes or circumstances of any absence or use of sick leave when there is reason to believe the sick leave provisions of this Contract are being abused.

(6) For any employee who is on sick leave for a full month, such employee shall not earn sick leave for any such month.

(7) When an employee, for personal convenience, requests time off to obtain personal

medical or dental care, the employee shall not be charged sick leave if the time off is less than three hours of the shift, except for non-suppression employees, which shall be two hours.

Section 5. 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 4 days for the following: spouse, child, father, mother, brother, sister, 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. If the employee elects to take these additional days, it will have no effect on the employee's eligibility for sick leave incentive.

(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 four successive workdays of which one of the days shall be the funeral.

Section 6. Medical Certifications and Medical Examinations. Medical certification may be required to substantiate sick leave absences when the City has reasonable grounds to believe that the 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 7. Long Absences. If an employee has been absent from duty because of sickness or injury for a period of 10 working days or more, the employee shall satisfy the Fire Chief or the City Manager that the employee is able to perform the duties before returning to work. At the City's request, this satisfaction shall be in the form of a medical certificate.

Section 8. Workers' Compensation. Whenever an employee receives Worker's Compensation benefits, said employee shall be paid the difference between such benefits and net salary (the employee's base weekly wage) for a period of 52 weeks without charge to sick leave and/or vacation. 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 at full pay if capable of performing such employment. If such employee refuses to perform such other duties, the City shall terminate the difference between the benefits being received under Worker's 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

medical and hospital insurance benefits pursuant to this Contract.

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.

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

(1) Any employee who is inducted into the Armed Forces of the United States or who joins the Armed Forces in lieu of being inducted, shall be entitled to military leave of absence, without pay, for the period of service and shall accumulate seniority during such period of service. After being honorably discharged from the service, the employee shall be offered reemployment in the previous position in line with seniority and at the current rate of pay for such work, provided the employee is physically able to do the work and reports for work within 90 days after discharge.

(2) Any permanent employee who requests a leave of absence not to exceed 10 working days, to participate in a branch of the Armed Forces Training Program, shall be granted such leave upon presentation of proper documentation by the commanding officer. The employee shall be paid by the City the difference between the amount received for such duty and salary.

(3) 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 shall be paid the difference between the amount received for such duty and the salary for each day of duty but not to exceed 10 working days.

(4) An employee who is required to have a pre-induction physical exam prior to induction

will receive full pay, not to exceed two full working days, while absent for said exam.

(5) With the exception of seniority, all benefits shall cease to accumulate to the employee at the initiation of military leave as stated in subsection (1).

Section 10. Jury Duty. In the event an employee is summoned for jury duty, or is subpoenaed because of being an employee, leave of absence with pay shall be granted for that purpose provided the Fire Chief is shown the court order, subpoena or summons. 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, except for such amount allocated to travel when the employee does not use a City vehicle. If the employee is subpoenaed for a trial because of being an employee, such employee shall be paid overtime for all hours actually in court which hours are not during the employee's regular work hours.

If an employee is scheduled to work the shift immediately preceding and/or following a day when the employee is required to serve on jury duty, the employee will be entitled to paid time off equal to the time served on jury duty that day. The time off will be scheduled on the adjacent shift, and will be scheduled at the discretion of the Employer, with due regard for the interests of the employee.

ARTICLE XI

VACATIONS

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

(1) Vacation leave shall not be granted to a new employee during the probationary period although it shall be earned.

(2) For new employees vacation shall be earned as follows: Any suppression employee hired between January 1 and June 30 shall be entitled to 84 hours vacation on or after January 1 of the next year and any employee hired between July 1 and December 31 shall be entitled to 42 hours vacation on or after January 1 of the following year. Any non-suppression employee hired between January 1 and June 30 shall be entitled to 80 hours vacation on or after January 1 of the next year and if hired between July 1 and December 31 shall be entitled to 40 hours of vacation on or after January 1 of the following year.

(3) Vacation shall be earned as follows: One through four years - 84 hours and for each year thereafter, 8.4 hours per year until the total of 168 hours has been reached. Credits for vacation shall be made as of January 1 of each year. Non-suppression employees shall receive 80 hours per year and for each year after four years, an additional eight (8) hours shall be added until a total of 160 hours have been reached.

(4) Vacation accumulation shall be limited to 504 hours for all personnel except for non-suppression employees which shall be 480 hours.

Section 2. Vacation Schedules. The City shall specify when vacations shall be taken, but shall consider seniority and preferences. Employees shall submit their preferences in writing to the Fire Chief by April 1 of each year. The Fire Chief shall approve or disapprove such schedules within two weeks thereafter, but may change vacation schedules upon 30 days written notice providing such change is necessary for the health, welfare or safety of the City or its citizens.

Section 3. Vacation - Leave of Absence. If an employee has received permission to be absent without pay, such absence shall not affect the earning of vacation if approved by the Fire Chief or the City Manager, otherwise vacation shall be pro-rated for the year in which leave is taken.

Section 4. Termination - Vacation Pay. Payment for accrued vacation shall be made upon termination of employment based upon unused hours.

Section 5. Converting Sick Leave. Each fiscal year, sick leave hours may be converted to additional vacation hours for the employee who has five years employment with the City and more than 480 hours sick leave. The conversion of sick leave hours to vacation hours may not reduce the number of sick leave hours below 480 hours and shall be limited to a maximum of 48 hours vacation. For non-suppression employees, sick leave days may be converted to additional vacation days if the employee has five years employment with the City and more than 400 hours sick leave. The conversion of sick leave hours to vacation hours may not reduce the number of sick hours below 400 and shall be limited to a maximum of 40 hours vacation. Only one conversion will be permitted in any fiscal year.

Section 6. Effective January 1, 1988, employees may request and receive pay for up to one-half (1/2) of one year's vacation entitlement. Requests shall be made in writing and only one request may be made per calendar year.

ARTICLE XII

HOLIDAYS

Section 1. Holidays. Effective July 1, 1987, paid holidays shall be as follows:

- New Year's Day
- Good Friday
- 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

Three floating holidays at the employee's discretion

with the approval by the immediate supervisor. (12 hours for all employees except for non-suppression employees which shall be 8 hours).

Section 2. Overtime - Holiday Pay. Each employee, except non-suppression employees, shall receive 8.4 hours pay for each paid holiday, and 4.2 hours pay for each paid one-half holiday. When an employee works on a holiday and the work shift begins on said holiday, the employee shall be paid at one and one-half times the regular rate for that entire shift plus 8.4 hours. When an employee works on a designated one-half holiday and the work shift begins on said holiday, the employee shall be paid at one and one-half times the regular rate for one-half of the shift plus 4.2 hours. If an employee is on vacation during a holiday on which he is scheduled to work, he shall receive 8.4 hours pay plus 12 hours pay and shall have 12 hours deducted from the vacation credits. If the employee is not scheduled to work he shall only receive 8.4 hours pay. If it is a half holiday, then whenever the 8.4 hours is referred to, it shall be 4.2 hours instead. Non-suppression employees shall celebrate holidays and take time off according to the same schedule as City Hall employees and shall be paid on the basis of eight (8) hours for each holiday. Non-suppression employees shall receive one and one-half times the regular rate for hours worked on a holiday.

Section 3. Eligibility. Only full-time employees shall be eligible for holiday pay and they must have worked on their regularly scheduled work day immediately preceding and immediately following the holiday unless otherwise excused by the Fire Chief, unless that employee had taken a legal sick day or was on vacation.

ARTICLE XIII

INSURANCE

Section 1. Health. The City shall provide each employee and the employee's dependents the MVF2 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 I, Prescription Drug Program (\$2.00 co-pay) Health Service, Inc. Ambulance. Effective January 1, 1994, the prescription 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 as listed above and the Bargaining Committee of the Association has a timely opportunity to review and comment upon any change in a reasonable period of time before the change becomes effective. Any disagreements concerning the application of this section will be subject to the contractual grievance and arbitration procedure.

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

Section 3. Dental. Beginning approximately May 1, 1985, all employees and their dependents shall be covered by the attached Blue Cross/Blue Shield of Michigan Dental Plan or an equal benefit plan as may thereafter be adopted by the City, including self-insurance.

Section 4. Life Insurance for Retirees. For those employees retiring during the term of this Agreement, the City shall provide life insurance in the amount of \$5,000 between age 55 and 65.

ARTICLE XIV

PAY

Section 1. Wages. As of July 1, 1996 each employee shall receive an increase of three and one-quarter percent (3.25%) of the employee's annual base wage. Effective July 1, 1997, each employee shall receive an increase of three and one-quarter percent (3.25%) of the employee's annual base wage. The wage schedule reflecting said increases is set forth in Appendix A, which is hereby incorporated by reference.

Section 2. Pension - Retirees Health Coverage. Employees retiring on or after July 1, 1992 shall receive \$8.00 for each month for each full year of employment with the City, not to exceed 30 years. Beginning July 1, 1995, and for employees who retire on or after July 1, 1995, the benefit for health insurance shall be \$10 per month per year of service, not to exceed 30 years. At age 60, the Employer shall provide the full cost of the retired employee and spouse's health insurance coverage. At such time as the employee and/or spouse become eligible for Medicare, the employee and/or spouse shall apply for and receive Medicare. Thereafter, the City shall provide supplemental insurance which shall provide benefits equal to those received under the City's health coverage plan or self-insurance prior to eligibility for Medicare. Any employee who is retired and is or can receive such other equivalent hospitalization plan from his or her employment or the employment of his or her spouse shall not be paid any monies toward health coverage during such times that said spouse is or could be eligible or said employee is or could be eligible.

An information booklet shall be furnished to all employees explaining the retirement system in plain language. The booklet shall include the following terminology for employees who retire during the term of this agreement:

1. There shall be ten (10) year vesting.
2. The multiplier shall be 2.2%. For employees retiring on or after January 1, 1997, the multiplier shall be 2.25% of the final average compensation.
3. Final average compensation shall be 1/36 of the aggregate amount of compensation paid a member during the 36 consecutive months of credited service in which the aggregate amount of compensation paid is the greatest. The 36 consecutive months of credited service shall be contained within the member's last 60 months of credited service. If the member has less than the required 36 months of credited service, final average compensation means the aggregate amount of the compensation paid the member divided by the member's total period of credited service.

Section 3. Mileage. The City shall pay mileage to any employee for the use of said employee's vehicle when on City business at such amount per mile as established by the City Council from time to time but no less than 20 cents per mile. In order for an employee to be paid for the use of said employee's vehicle, said use must be authorized prior thereto by the City Manager or Fire Chief.

Section 4. Uniforms. The City shall furnish uniforms and provide for the cleaning thereof for employees who are required by the City to wear uniforms. The City at its discretion may require any employee to wear uniforms.

ARTICLE XV

EMT

EMT Qualification. Effective July 1, 1992, each employee who has acquired and maintained basic EMT certification for the whole of the previous contract year shall receive an annual bonus of

\$300; this bonus shall be paid in a separate check by July 31 of each year.

In addition, employees who are taking courses for their initial EMT certification will be reimbursed for tuition and books expenses, and will be released from work without loss of pay if necessary to attend class; however, such employees will not receive overtime pay for class attendance on non-duty time.

Employees who are taking classes for recertification as an EMT will be reimbursed for tuition and book expenses, will be released from work without loss of pay if necessary to attend class, and will receive overtime pay for class attendance on non-duty time.

ARTICLE XVI

EMPLOYMENT, PLACEMENT AND PROMOTION

Section 1. Medical Exam. At least once every year and at other times for cause, the City may require the employee to take a medical examination at the City's expense by a medical examiner employed for that purpose by the City. The results of such examination will be available to the City and to the individual or the individual's family doctor. The City shall have the right to rely and act upon the opinion of such examiner; however, the employee shall have the right to grieve whatever action the City may take.

Section 2. Temporary or Part-time Employees. The City reserves the right to hire temporary or irregular part-time employees. Such employees shall not be subject to the terms of this Contract, nor shall they be part of the collective bargaining unit. The City, however, hereby agrees that whenever possible, attempts will be made to staff full-time positions with full-time employees.

Section 3. Probationary Period. Each new employee in each classification shall be considered

a probationary employee. The probationary period shall be 12 months for all new employees. During the first six months, the City shall not be bound by any provisions of this Contract as related to said new employees except for sick leave. Upon completion of six months of service each new employee shall be entitled to all benefits of the Contract except for termination. There shall be no extension of the probationary period unless agreed to by the City and the Association. Each employee promoted to a new classification shall be on probation for six months with all rights in said classification. If termination occurs within said six months, said employee shall revert to the former classification.

Section 4. Benefits - Part-time Employees. All part-time employees hired on a regular basis by the City and who average 25 hours or more per week shall be paid on an hourly basis at the first step of their respective pay ranges. Pay advancement shall be within the sole discretion of the Fire Chief or City Manager. A regular part-time employee who averages 25 hours a week or more rendering continuous service over a period of one year or rendering 35 weeks of full-time employment shall be entitled to vacation, career incentive plans and sick leave benefits on the basis of 50 percent of what a regular full-time employee is entitled. Benefits shall be limited to those specified in this section. Regular part-time employees shall be included in the Association, after one year of employment. The City at its discretion may eliminate part-time positions and the Association waives its right to grieve such eliminations.

Section 5. Changes. Existing classifications, hours of work and job descriptions shall not be changed without a negotiated agreement between the parties. If an agreement cannot be negotiated as to changes in classifications, hours of work or job descriptions or as to whether such changed job should be in or out of the bargaining unit, the matter shall be subject to the grievance procedure established therein.

Section 6. Vacancies. In order to provide advancement opportunity, when vacancies exist, the City will supply the Association with a list of such vacancies indicating the title, description of duties, basic personnel requirements, work schedule and rate of pay. An interested employee may make application for such vacancy by filing with the Personnel Department a statement declaring the desire for a transfer or a promotion. Such statement shall list the employee's qualifications. Subject to the provisions of this section, placement and advancement shall be at the City's discretion. The City shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The City shall ensure that existing City employees will have preference for vacancies or new positions as long as qualifications required for the particular vacancy or new position are met. Promotions and transfers shall be determined by the City Manager or his designee on the basis of tests and seniority. No employee shall be promoted or be eligible for promotion to a higher rank or position during the probationary period.

Section 7. Promotional Guidelines. The following guidelines are for promotions within the Fire Department other than the Fire Fighter, Deputy Fire Chief and Fire Chief.

The promotional exam for each position shall be essay or multiple choice questions related to the position.

An oral and a practical exam shall be given by a Board consisting of three persons, one of which shall be the Fire Chief and two other persons chosen by the Fire Chief.

The evaluation shall be conducted by the Fire Chief. It shall consist of work experience, aptitude, past performance, physical and mental health and any other factors as may relate to the ability of the person to perform and function in the specific job.

Scoring points shall be as follows:

	<u>Possible</u>	<u>Minimum</u>
Written Exam	30	20
Oral Exam	20	10
Practical Exam	20	10
Evaluation	<u>30</u>	<u>20</u>
	100	60

No applicant shall be given the position applied for if the minimum score has not been met for each part. The applicant receiving the highest score shall be promoted.

All other things being equal, departmental seniority shall prevail in all promotions.

All written promotional exams shall be commensurate with the type of firefighting duties for the City.

Section 8. Safety Policy. To promote the general welfare and safety of the employees, the City shall establish 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. Such policies will be reviewed with the Association.

Section 9. Training Programs. The City may establish a general policy to provide for training programs to improve employee performance or to offer advancement opportunity. Employees desiring to take job related courses will be reimbursed by the City upon completion of said course for books and tuition provided the employee receives a passing grade and provided prior approval for taking said course was obtained from the City Manager. The employee shall be reimbursed for up to four credit hours per semester or quarter and shall be reimbursed for four additional credit hours subject to discretionary approval of the City Manager. There shall be no discrimination for such

training or courses.

In an effort to reach uniformity as to what job related courses are approved, the City agrees to meet with the representatives of the Association to receive their input. The decision of the City, however, on what courses are job related and what programs are approved shall be final and shall not be arbitrable.

Section 10. Sick Leave Incentive. In lieu of sick leave incentive provided in the previous agreement, the base rate of each classification in effect July 1, 1996, shall be increased \$300 effective July 1, 1996. The increase shall be made at "F" step of the ranges after the wage adjustment effective July 1, 1996 under Article XIV, Section 1A with the other steps adjusted according to the customary differential between steps. (It is understood there will be no sick leave incentive payoff in 1996.)

Section 11. Compensatory Time. Subject to discretionary approval by the Fire Chief and subject further to scheduling if such approval is granted, any employee earning overtime may be granted compensatory time off at one and one-half times for all hours worked provided such election must be made immediately after earning the overtime and provided further that if an employee decides at a later time to receive said pay, such pay shall be at the rate of pay at the time the overtime was earned.

ARTICLE XVII

LONGEVITY

Section 1. Effective July 1, 1991, for years of service determined prior to November 1st of each year, all employees shall receive pay before the end of November in the following manner:

5	or	more years	\$500.00
10	or	more years	\$600 00

15	or	more years	\$700.00
20	or	more years	\$800.00

A separate check shall be issued for Longevity amounts.

ARTICLE XVIII

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 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

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 FMLA leave is the responsibility of the employee (except as otherwise provided in this Agreement or to the extent that the FMLA 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

STRIKES AND ILLEGAL ACTIVITIES

Section 1. Interruption of Service. 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, 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.

Section 2. Disciplinary Action. Any employee who engages in any activity prohibited by Section 1 shall be subject to disciplinary action by the City. The term "disciplinary action" shall

include all appropriate action, including discharge.

ARTICLE XXI

TERMS OF CONTRACT AND EFFECTIVE DATES

Section 1. Term. The term of this Contract shall be two years commencing July 1, 1996 and terminating June 30, 1998.

Section 2. Effective Date. All provisions of this Contract shall become effective July 1, 1996, unless otherwise provided.

Section 3. Contract Provisions. 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 Association 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.

Section 4. Invalidity of Sections. If any provision of this Contract is held invalid by a Court, the remainder of the Contract shall remain in full force and effect.

CITY OF WYOMING

By Jack A. Magnuson
Jack A. Magnuson
Its Mayor

Dated 11-7-96

By Nancy M. Giar
Nancy M. Giar
Its Clerk

WYOMING FIRE FIGHTERS ASSOCIATION

By Jeffrey L. Karnes
Jeffrey L. Karnes
Its President

Dated 11/8/96

By John H. Nauta
John H. Nauta
Its

Dated 11/8/96

APPENDIX A

CLASSIFICATION AND SALARY SCHEDULE

FIRE

Effective July 1, 1996

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY</u>		<u>ANNUAL</u>	
		Min.	Max.	Min.	Max.
Firefighter	1	14.12	17.35	30,838	37,892
Fire Equipment Operator	3	14.75	18.15	32,214	39,640
Fire Lieutenant	6	15.67	19.32	34,223	42,195
Fire Inspector	6-A	15.16	18.74	31,533	38,979
Fire Marshal	7	17.46	21.47	36,317	44,658
Fire Captain - Training Officer	7	17.46	21.47	36,317	44,658

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

<u>WAGE RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	14.12	14.71	15.30	15.95	16.60	17.35
3	14.75	15.32	16.00	16.69	17.36	18.15
6	15.67	16.32	17.00	17.72	18.52	19.32
6-A	15.16	15.79	16.50	17.23	18.00	18.74
7	17.46	18.19	18.96	19.76	20.60	21.47

BASIC ANNUAL WAGE SCHEDULE - FIRE

<u>WAGE RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	30,838.08	32,126.64	33,415.20	34,834.80	36,254.40	37,892.40
3	32,214.00	33,458.88	34,944.00	36,450.96	37,914.24	39,639.60
6	34,223.28	35,642.88	37,128.00	38,700.48	40,447.68	42,194.88
6-A	31,532.80	32,843.20	34,320.00	35,838.40	37,440.00	38,979.20
7	36,316.80	37,835.20	39,436.80	41,100.80	42,848.00	44,657.60

APPENDIX A

CLASSIFICATION AND SALARY SCHEDULE

FIRE

Effective July 1, 1997

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY</u>		<u>ANNUAL</u>	
		Min.	Max.	Min.	Max.
Firefighter	1	14.58	17.91	31,843	39,115
Fire Equipment Operator	3	15.23	18.74	33,262	40,928
Fire Lieutenant	6	16.18	19.95	35,337	43,571
Fire Inspector	6-A	15.65	19.35	32,552	40,248
Fire Marshal	7	18.03	22.17	37,502	46,114
Fire Captain - Training Officer	7	18.03	22.17	37,502	46,114

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

<u>WAGE RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	14.58	15.19	15.80	16.47	17.14	17.91
3	15.23	15.82	16.52	17.23	17.92	18.74
6	16.18	16.85	17.55	18.30	19.12	19.95
6-A	15.65	16.31	17.03	17.79	18.60	19.35
7	18.03	18.78	19.58	20.40	21.27	22.17

BASIC ANNUAL WAGE SCHEDULE - FIRE

<u>WAGE RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	31,842.72	33,174.96	34,507.20	35,970.48	37,433.76	39,115.44
3	33,262.32	34,550.88	36,079.68	37,630.32	39,137.28	40,928.16
6	35,337.12	36,800.40	38,329.20	39,967.20	41,758.08	43,570.80
6-A	32,552.00	33,924.80	35,422.40	37,003.20	38,688.00	40,248.00
7	37,502.40	39,062.40	40,726.40	42,432.00	44,241.60	46,113.60

APPENDIX B

CLASSIFICATION AND SALARY SCHEDULE

FIRE

This schedule shall be effective when the 24 hour shift is implemented. It has been prepared after the schedule which is effective July 1, 1997. This includes the payments provided for under Article XII, Section 2; and Article XIV, Section 1.

<u>CLASSIFICATION</u>	<u>RANGE</u>	<u>HOURLY</u>		<u>ANNUAL</u>	
		Min.	Max.	Min.	Max.
Firefighter	1	13.13	16.13	34,411	42,274
Fire Equipment Operator	3	13.70	16.85	35,905	44,160
Fire Lieutenant	6	14.52	17.90	38,054	46,912
Fire Inspector	6-A	15.65	19.35	32,552	40,248
Fire Marshal	7	18.03	22.17	37,502	46,114
Fire Captain - Training Officer	7	18.03	22.17	37,502	46,114
Fire Battalion Chief *	8	15.67	19.05	41,068	49,926

*New classification after the 24 hour shift is implemented.

The following steps shall constitute the basic wage schedule for all Fire Department employees of the City except the Fire Chief and Deputy Fire Chief.

BASIC HOURLY WAGE SCHEDULE - FIRE

<u>WAGE RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	13.13	13.68	14.23	14.83	15.44	16.13
3	13.70	14.23	14.86	15.49	16.12	16.85
6	14.52	15.12	15.74	16.42	17.15	17.90
6-A	15.65	16.31	17.03	17.79	18.60	19.35
7	18.03	18.78	19.58	20.40	21.27	22.17
8	15.67	16.27	16.89	17.57	18.30	19.05

BASIC ANNUAL WAGE SCHEDULE - FIRE

<u>WAGE RANGE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1	34,411.10	35,852.54	37,293.98	38,866.46	40,465.15	42,273.50
3	35,904.96	37,293.98	38,945.09	40,596.19	42,247.30	44,160.48
6	38,054.02	39,626.50	41,251.39	43,033.54	44,946.72	46,912.32
6-A	32,552.00	33,924.80	35,422.40	37,003.20	38,688.00	40,248.00
7	37,502.40	39,062.40	40,726.40	42,432.00	44,241.60	46,113.60
8	41,067.94	42,640.42	44,265.31	46,047.46	47,960.64	49,926.24

APPENDIX B

24 HOUR SHIFT

The City and Association have agreed on the wages, benefits, and conditions of employment which are necessary to implement a twenty-four (24) hour shift schedule. The provisions of the collective bargaining agreement which will be affected by the twenty-four (24) hour schedule are hereby incorporated into the agreement upon implementation of the new schedule. They will only apply to employees who work the twenty-four (24) hour schedule. Except as specifically changed under Appendix B, all other provisions of the collective bargaining agreement shall remain in full force and effect.

CITY OF WYOMING

WYOMING FIRE FIGHTERS ASSOCIATION

Jack A. Magnuson
Henry M. [unclear]

Jeffrey L. [unclear]
John H. Nante

Dated: 11-7-96

Dated: 11/8/96

ARTICLE II

RIGHTS OF THE CITY

(13) Whenever the word "City Manager" is used in this Contract, it shall mean the City Manager or such person as may be designated. Whenever the word "Fire Chief" is used it shall mean the Fire Chief, Deputy Fire Chief or such person as may be designated. Whenever the words "Association" or "Grievance Chairman" are used in this Contract it shall mean also such persons as may be designated. Whenever the word "suppression" is used it shall mean employees who are working a 24 hour shift. Whenever the word "non-suppression" is used it shall mean employees who are working an 8 hour day or 40 hour work week.

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Work Week. The work week for employees assigned to a 24 hour schedule shall be 50.4 hours in a 7 day period or 201.6 hours in a 28 day cycle. Scheduling shall be in accordance with state and federal regulations governing 24 hour shift schedules. The shift periods shall begin at 7:00 a.m. and end at 7:00 a.m. the following day.

(Remainder of Section 1 remains unchanged.)

Section 3. Overtime Pay. Any suppression employee working in excess of 24 hours per shift shall be paid at the rate of one and one-half times the regular rate. For non-suppression employees, overtime shall be paid at the rate of one and one-half times the regular rate for any hours over his regular work day and regular work week.

ARTICLE IX

SENIORITY

Section 2. Classification. Seniority shall be established for employees in each classification. In the event an employee has been promoted to a new classification and thereafter there is a layoff in that classification, then such employee shall have the right to revert back to the former classification with such time served in the new classification to be considered as if such person had continuous service in the former classification.

(NEW) Section 4. Shift Draw Procedure - Seniority shall be the principle determining factor in an employee's choice of which shift he/she will work within each classification. Shift draw will be the last Monday in November provided the Union notifies the City of its desire to bid. Results of the draw process will be posted no later than December 10 and will take effect at the start of the first full pay period of the new year. An employee must be present at the draw when his/her name comes up according to seniority and classification, or leave a list of his/her preferences. If an employee is not there for the draw or has not indicated a preference, the Association will draw for him/her. Shift draw assignments shall remain in effect until the next shift draw takes effect, or unless agreed upon by the Fire Chief and the Association to a shorter time due to vacancies or other circumstances. The Fire Chief shall maintain the right to assign employees to shifts and stations which are in the best interests of the City. The Union shall have the right to grieve the reasonableness of the Fire Chief's decision. Nothing in this provision shall prevent the Union and City from mutually agreeing to a different procedure.

ARTICLE X

LEAVE OF ABSENCE AND SICK LEAVE

Section 4. Sick Leave. Employees shall be granted sick leave as follows:

(1) Suppression employees, shall accumulate paid sick leave at the rate of twelve (12) hours for each full calendar month of employment, exclusive of leaves of absence without pay. Non-suppression employees shall accumulate sick leave at the rate of eight (8) hours per month. In order to obtain sick pay, an employee shall notify the Immediate Supervisor as soon as reasonable prior to the start of the work shift.

(2) Accumulation of sick leave shall be unlimited.

(3) Employees having less than five (5) years of seniority shall receive one full hour's pay for each four (4) hours of accumulated sick leave upon termination of employment with the City except for cause, not to exceed 336 hours, but unlimited upon retirement from the City or death while employed by the City.

Employees having five (5) or more years of seniority shall receive one (1) hour pay for each two (2) hours of accumulated sick leave with a maximum payoff of 600 hours (accumulation of 1200 hours or more) upon termination of employment with the City except for cause. Employees hired before June 30, 1975, shall have a maximum payoff of 1200 hours (accumulation of 2400 hours or more).

(4) When an unusual or emergency situation exists which endangers the health or well-being of a member of the employee's immediate family, sick leave, vacation leave or time off without pay not to exceed three days (five days for non-suppression employees), may be granted, subject to discretionary approval by the Fire Chief. Immediate family shall mean the spouse, child, father, mother, brother, sister, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle or step-relation of the above.

(5) The City shall have the right to investigate the causes or circumstances of any absence or use of sick leave when there is reason to believe the sick leave provisions of this Contract are being abused.

(6) For any employee who is on sick leave for a full month, such employee shall not earn sick leave for any such month.

(7) When an employee, for personal convenience, requests time off to obtain personal medical or dental care, the employee shall not be charged sick leave if the time off is less than three hours of the shift, except for non-suppression employees, which shall be two hours.

ARTICLE XI

VACATIONS

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

- (1) Vacation leave shall not be granted to a new employee during the probationary period although it shall be earned.
- (2) For new employees vacation shall be earned as follows: Any suppression employee hired between January 1 and June 30 shall be entitled to 120 hours vacation on or after January 1 of the next year and any employee hired between July 1 and December 31 shall be entitled to 60 hours vacation on or after January 1 of the following year. Any non-suppression employee hired between January 1 and June 30 shall be entitled to 80 hours vacation on or after January 1 of the next year and if hired between July 1 and December 31 shall be entitled to 40 hours of vacation on or after January 1 of the following year.
- (3) Vacation shall be earned as follows: One through four years - 120 hours and for each year thereafter, 12 hours per year until the total of 240 hours has been reached. Credits for vacation shall be made as of January 1 of each year. Non-suppression employees shall receive 80 hours per year and for each year after four years, an additional eight (8) hours shall be added until a total of 160 hours have been reached.
- (4) Vacation accumulation shall be limited to three (3) years entitlement.

ARTICLE XII

HOLIDAYS

Section 1. Holidays. Paid holidays shall be as follows:

- New Year's Day
- Good Friday
- 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

Floating holidays: Suppression employees shall receive 48 hours, non-suppression employees shall receive 24 hours and shall be taken at the employee's discretion with the approval by the immediate supervisor.

Section 2. Overtime - Holiday Pay. The base rate of the following classifications shall be increased \$1,600 in lieu of holiday pay effective with the implementation of the 24 hour shift: Firefighter, Fire Equipment Operator, and Fire Lieutenant, The increase shall be made at "F" step of the range after the wage adjustment under Article XIV Section 1A with the other steps of the range adjusted according to the customary differentials between steps. When an employee works on a holiday and the work shift begins on said holiday, the employee shall be paid at one and one-half times the regular rate for that entire shift. Non-suppression employees shall celebrate holidays and take time off according to the same schedule as City Hall employees and shall be paid on the basis of eight (8) hours for each holiday. Non-suppression employees shall receive one and one-half times the regular rate for hours worked on a holiday.

ARTICLE XIV

PAY

(NEW) Section 1A. Wages. Effective on the date the 24 hour shift is implemented, the annual wage of the following classifications shall be increased four percent (4%): Firefighter, Fire Equipment Operator, and Fire Lieutenant. The increase shall be made at "F" step of the range with the other steps adjusted according to the customary differentials between the steps. The hourly rate shall be determined by dividing the annual wage by 2620.8 hours.

(NEW) Section 5. Food Allowance. A suppression employee shall be given a food allowance of \$600.00 per year (paid quarterly). The food allowance shall be paid by the 15th of the month in January, April, July, and October for the previous quarter. Food allowance shall be prorated if the employee works less than 50% of the previous quarter excluding time taken for vacation and floating holidays. The first food allowance payment due at the implementation of the 24 hour schedule shall not be prorated regardless of the date within the quarter the schedule begins.

CONVERSION - SICK AND VACATION ACCUMULATION

Suppression employees shall have their sick leave and vacation banks converted so that the dollar value of the banks is not reduced as a result of changing to the 24 hour schedule. The formula for converting the banks follows:

Value of Accumulated Leave in 2184 Work Year

divided by

Hourly Rate in the 2620.8 Hour Work Year

EQUALS

Total Accumulated Leave Hours

EXAMPLE:

Vacation hours 70, Value \$1,253.70 (\$17.91 x 70)

24 Hour Formula

New Rate = \$16.13 per hour

$\$1,253.70 / \$16.13 = \underline{77.7}$ hours of Vacation

Sick Hours 301.2, Value \$5,394.49 (\$17.91 x 301.2)

24 Hour Formula

New Rate = \$16.13

$\$5,394.49 / \$16.13 = \underline{334.4}$ hours of Sick Leave





