EMPLOYMENT CONTRACT

BETWEEN

POLICE OFFICERS LABOR COUNCIL
WYOMING COMMAND DIVISION

AND

CITY OF WYOMING

July 1, 2008 through June 30, 2012

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

ARTICLE 1

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 rate 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 sworn police department supervisory employees of the City of Wyoming, including Captains, Lieutenants and Sergeants, but excluding the Chief of Police, Deputy Chief of Police (Major), all police officers, as well as other city employees.

ARTICLE 2

RIGHTS OF THE CITY

Section 1. Rights of City. The City hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and 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.

(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 addition 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. Any demotion shall be 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 3

UNION REPRESENTATION

Section 1. Bargaining Committee. The City recognizes a Bargaining Committee not to exceed one (1) employee 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. Time Off. In the event it is necessary for the Steward, or in his absence the alternate, to act upon a grievance or other Union business during working hours and such grievance or business would not interfere with the regular duties, a request shall be made to the Police Chief prior thereto, who shall not unreasonably withhold the granting of such request. The City shall pay the Bargaining Committee members the regular rate of pay for time spent during regular working hours involving grievances and collective bargaining in accordance with the provisions of this Contract. The outside representative of the Union shall have reasonable access to the police station at all hours.

Section 3. Leave for Union Business. A total of five (5) person days (example: 1 employee 5 days; 5 employees 1 day each) (scheduled work days) with pay per contract year may be used by union members to attend any union convention, labor seminar, or conference that is authorized by the POLC provided such leaves are requested at least thirty (30) days in advance.

The City will allow members to be absent for such purposes provided the absence does not exceed the number of employees authorized for vacation and floating holidays; however, excluding this restriction, up to two (2) union members may attend the annual POLC conference. The City agrees to allow union members to use floating days or vacation time in order to attend the conference.

ARTICLE 4

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, and may engage in lawful concerted activities for the purpose of collective bargaining.

Section 2. Union Membership. The Union recognizes that it is required to represent all employees in the bargaining unit, therefore, employees covered by this Contract shall be required, as a condition of continued employment, to pay to the Union a representation fee.

Section 3. The "representation fee," as used herein, is that amount of money which is determined from time to time and which is uniformly levied on all bargaining unit employees.

Section 4. Employees shall be deemed to be in compliance with this Article if they are not more than thirty (30) days in arrears for payment of the representation fee.

Section 5. 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 5.

Section 6. 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 check off provision.

Section 7. 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 5

CHECKOFF

Section 1. Deductions. During the term of the Agreement, the City shall deduct periodic 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:

DUES CHECKOFF CARD

I hereby request and authorize you to deduct from my wages hereafter earned while in your employ, a labor representation fee of $_____ per month, or any amount authorized in writing by our local unit President and/or Treasurer to the Treasurer of the local unit of Government.

The amount deducted for the labor fee shall be paid to the Police Officers Labor Council located at 667 East Big Beaver, Suite 205, Troy, MI 48083.

_____

Print: Last name First name Middle initial

_____

Address City State Zip

Signature Date

Section 2. Checkoff Authorization. A properly executed copy of the written Check off Authorization Form for each employee for whom Union 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 Director of Human Resources of the proper amount of Union service fees and any subsequent changes in such amounts. The City shall furnish 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 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 Union within a reasonable time thereafter.

ARTICLE 6

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 2, 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 Steward, if the grievance involves a group of employees or the Association, will present the grievance in writing to the Police Chief within ten (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. The Police Chief shall give his answer in writing within ten (10) working days after receiving the grievance; however, if the Police Chief fails to give his answer the grievance shall advance to Step 2.

Step 2. If the grievance is not settled in Step 1, the grievance shall be presented to the City Manager within ten (10) working days after receipt of the decision of the Police Chief, or the failure of the Police Chief to answer the grievance. The City Manager shall provide an opportunity for the Steward to meet with him within ten (10) 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 ten (10) working days after the presentation of the grievance or within ten (10) working days after the meeting with the Steward, whichever is longer. If the City Manager fails to give his answer within the above time limits, the grievance shall advance to Step 3.

Any grievance by the City against the Union shall be filed with the Union President

and shall be answered in writing within ten (10) working days of presentation. If not settled by such answer, the grievance may be appealed to Step 3.

Step 3. If no satisfactory settlement is reached in Step 2, the grievance may be submitted to arbitration. Within twenty (20) working days from the receipt of the decision of the City Manager, or failure of the City Manager to answer the grievance within the time limits, the Union shall notify the City that it requests arbitration, and request a list of seven (7) arbitrators through the Federal Mediation and Conciliation Service (FMCS). A copy of the request shall be given to the City. Upon receipt of the list, the Union and the City shall alternately strike names from the list with the decision as to who is to strike first being decided by a flip of a coin. After six names have been stricken, the remaining name shall be the arbitrator. The Union shall notify FMCS of the selection. Arbitration shall be in accordance with the rules and procedures established by FMCS. The decision of the arbitrator shall be final and binding on the parties hereto. The arbitrator shall be bound by this Contract and shall not modify, alter, or change the terms and, if he does, either party may process an appeal of said decision to Court. Costs of the arbitration shall be borne equally by the parties hereto.

Section 3. Procedural Requirements. All procedural requirements of Article 6 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.

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 7

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. This Subsection shall be used for layoffs.

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

Section 2. Probationary Period. The probationary period for each new member in the bargaining unit shall be twelve (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 four (4) months or less. Each probationary employee shall be entitled to all economic benefits as specified in the Contract. If the employee, who is a new hire, 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. Newly hired probationary employees may be terminated by the City for any reasons, which terminations shall not be grievable. Promoted employees who do not successfully complete the probationary period shall have the right to be placed back into the position the employee held in the City prior to becoming a member of the bargaining unit, subject to the ability of the employee to perform the duties of the prior position.

Section 3. Loss of Seniority. Seniority shall be lost upon the following conditions:

(1) By voluntary termination for a period lasting thirty (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 (3) consecutive working days without notifying the Police Department, unless excused by the Police Chief.

(5) Layoff for lack of work for more than twelve (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 4. Notice of Loss of Seniority. The employee (whenever possible) shall be notified within ninety (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 5. Layoff. Whenever a reduction of the work force within the unit is necessary, probationary employees shall be laid off first and thereafter, except for sergeants, those employees with the least seniority shall be laid off, provided those employees with the higher seniority are able to perform the work. Sergeants shall be laid off in inverse order of their seniority in relation to the seniority of the other members of their classification and may not exercise their seniority to displace a higher ranked classification. 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 (1) 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 to the prior rank. For purposes of contract interpretation, the amendment to this Section shall have no bearing on the interpretation in this Section with regard to layoff of ranks other than Sergeant.

ARTICLE 8

PERSONNEL POLICIES

Section 1. Personnel Rules and Regulations. Any written 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. Discipline. Notification of any disciplinary action shall be given to the Union and the employee who is being disciplined. 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. An employee against whom the charges have been made by the City may be represented by a Union representative upon request of the employee. 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.

The POLC representative and President of the Union are entitled to receive a copy of information which is directly related to the disciplinary action taken against an employee if there is a grievance filed and the grievance is advanced to Step 2 of the grievance procedure. The request for information must be directly related to the disciplinary action and be for specific documents, records, or witness statements. The request must be given to the Chief of Police. Neither the Union nor the grievant shall retaliate against any employee or other party who provides information or is a witness in the investigation as a result of the information being released.

Section 5. Investigatory Complaints. In the event a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

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

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

(C) Employees shall be required to answer questions relating to

performance as an employee of the Police Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

ARTICLE 9

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 thirty (30) days. For any period longer than thirty (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 thirty (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 eight (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 (1) full hour of pay for each two (2) hours of accumulated sick leave upon termination of employment, retirement or death, after ten (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, emergency leave may be granted for a period not to exceed five (5) days. Immediate family shall mean the father, mother, brother, sister, grandparents,

spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law and stepchildren. Such emergency leave shall not be credited against sick leave or vacation credit.

(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 Police Chief shall be notified as near 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) 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 (2) hours or less.

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: 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, grandchild. Also included are stepchildren who have been permanently residing with the employee. For the following persons the employee shall be entitled to one (1) day off with pay to attend the funeral: niece, nephew, aunt, uncle and spouse's grandparents. In addition, the employee may elect to take

an additional two (2) days from the employee's sick time for a total of 3 days.

(2) Subject to discretionary approval of the Police Chief, 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. For Subsection (1) the days off may only be taken beginning with the day of the death through the day after the funeral, except for spouse and child, which shall be any five (5) successive 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 (3) 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 appropriate, including dismissal.

Section 5. Absences - Ten Days. If an employee has been absent from work because of sickness or injury for a period of ten (10) working days or more, such employee shall, 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 the 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 will be entitled to a full 52-week benefit period.

Section 8. 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 ten (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 thirty (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 10

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.

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 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 11

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 for a new hire.

(2) Vacation shall be earned as follows: After one (1) year - 80 hours.

Two (2) through three (3) years of service 104 hours shall be earned. Thereafter, the employee shall earn eight (8) additional hours vacation per year of service with the City to a maximum of 176 hours.

(3) Unused vacation from the prior year may be carried over and accumulated up to a maximum of three (3) years of the employee's annual entitlement. This shall include conversion of sick leave hours to vacation leave. This bank is called the "new bank." An employee who as of January 1, 2009, has accumulated more than the maximum allowable accumulation shall have the excess vacation hours recorded in an "old bank." The employee shall not be permitted to accumulate additional vacation hours in the "old bank" after January 1, 2009. The employee may use the "old bank" for vacation purposes after exhausting the "new bank," or shall be paid for the remaining balance at termination of employment.

Beginning January 1, 2010 an employee who accumulates more than the maximum allowable new bank as a result of earning additional vacation hours at the start of the calendar year shall be given until April 30 to use the excess hours or will forfeit the excess hours.

An employee who enters the Police Command unit after January 1, 2009 and has accumulated more than the maximum allowable vacation hours shall convert vacation according to the same formula in the first paragraph above effective the next January 1.

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

Seniority in the classification shall be the principal factor in determining the time when vacation shall be taken, subject, however, to scheduling approval of the Police Chief. In lieu of the April 15 deadline and May 15 deadline in the above paragraph, employees shall submit their vacation preference in conjunction with the employee's assignment to a shift segment. Segments shall be no less than four (4) twenty eight (28) day schedules or more than five (5) twenty eight (28) day schedules. The Police Chief shall post approved vacation leaves prior to the start of each scheduling assignment.

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 or the City Manager, once during each fiscal year, eighty (80) sick leave hours may be

converted to additional vacation days for employees with more than five (5) years of service with the City and more than four hundred (400) hours of accrued leave.

ARTICLE 12

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 Day
Day following Thanksgiving
Day before Christmas
Christmas
Day before New Year's Day
Three 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 therefore is made less than two (2) weeks before the time requested.

ARTICLE 13

INSURANCE

Section 1. Health. The City shall provide each employee and the employee's dependents with group health coverage, which shall include the following:

1) The benefits provided under the City's sponsored plan, which shall be at least those in effect July 1, 2008.

2) The prescription co-pay shall be $10 for generic drugs and $20 for name brand drugs and the office visit co-pay shall be $10. Co-pays for using a specialist shall be $20 (unless the specialist is the members' primary care physician in which case it shall be $10), $35 for using an

urgent care facility, $50 for using a hospital emergency room visit (waived if admitted), and $50 for imaging services (maximum 2 imaging co-pays per year).

Section 2. Life Insurance. The City shall provide each full-time employee with life insurance in the amount of $50,000.00. The City may be the insurer.

Section 3. Dental and Vision. The City shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the City's sponsored health plan with the dental and vision plan of which benefits shall be at least those in effect July 1, 2008.

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. 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 one year. This section shall be effective only after such employee has used all accrued sick leave and all vacation days accrued.

Section 6. New Insurance Plan. 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 Union 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 7. Health Insurance Opt Out. Employees may opt out of the City's health plan (excluding dental and vision) and receive $100 each payroll period in lieu of the health benefit.

An employee who opts out of the plan may not be covered in the plan as a spouse or dependent. An employee who opts out and loses health care coverage through no fault of his or her own will be permitted to reenter the plan at the time coverage is lost. Opt out is subject to plan requirements.

Section 8. Employee Health Insurance Contribution. Effective March 6, 2006, each employee shall contribute $22.50 per pay period toward the cost of the employee's health insurance premium (excluding dental and vision insurance). This contribution amount shall be increased on July 1 of each subsequent year by a percentage equal to the CPI – All Urban Consumers (U.S. Average) for the period from January through December of the preceding calendar year. The employee contributions may be paid on a pre-tax basis though the Employer's flex plan.

Effective July 1, 2009 employees shall contribute ten percent (10%) toward the cost of their premium for health insurance. The annual contribution shall not exceed two percent (2%) of the employee's base pay. Base pay excludes longevity and sick leave incentive pay. The premium shall be that recommended by the City's third party administrator (TPA) or insurer as applicable. The employee contribution may be paid on a pre-tax basis through the Employer's flex plan.

ARTICLE 14

WAGE AND PAY POLICIES

Section 1. Wages. Wage increases shall be effective July 1 of each contract year beginning July 1, 2008, and be no less than 1.5% nor greater than 5% of the employee's hourly wage based on the CPI – All Urban Consumers (U.S. Average) for the period from January through December of the preceding calendar year. Based on this formula, the increase effective July 1, 2008 shall be 2.8%. In addition to the CPI increases, wages shall be increased effective July 1, 2008 one percent (1%) and effective July 1, 2009 one percent (1%). All wage increases shall be at the top step of the pay range, maintaining the differential between each step of the pay range.

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 twenty cents ($.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 $350.00 per year. Officers not in uniform shall be given $575.00 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. Shift Premium. 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 45 cents per hour, and between the hours of 7:00 p.m. and 5:00 a.m. an additional 40 cents per hour.

Section 5. 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 $75.00. An employee who receives reimbursement under this provision shall not be eligible for reimbursement for the same claim under the optical program.

ARTICLE 15

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, 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.

ARTICLE 16

LONGEVITY

Section 1. Longevity. For years of service determined prior to November 1st 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
25 or more years	$1,000.00

ARTICLE 17

PENSION SYSTEM, HEALTH CARE PLAN AND DENTAL

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

Section 2. An employee who retires during this Agreement and receives a pension under the Wyoming Pension System shall have the City pay for available Employer sponsored health care plans, including dental, the following amounts: $15 per month (for employees retiring on or after July 1, 2002) and $20 per month for employees retiring after February 20, 2006 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 60. Beginning at age 60 the retired employee is eligible for the fully paid coverage for the employee and spouse, as was provided by City Code 58-108 and 58-224, as in effect on July 1, 1991, and subject to the terms and conditions of such coverage. Provided, further, that any employee who is retired and is receiving or can receive health care insurance or 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 care insurance during such times that said spouse is or could be eligible or said employee is or could be eligible.

The health care benefits provided to retirees are not guaranteed at a particular level. Such benefits shall at all times be the same as the health care benefits provided to active employees, and therefore are subject to any future changes made to health care benefits for active bargaining unit employees. Changes to the health care benefits for active bargaining unit employees shall be applied to retirees on the same effective dates.

The following changes shall apply to the retiree health insurance benefit for employees hired on or after July 1, 2005:

1) Employees must have completed ten (10) years of service to be eligible for the retiree health insurance benefit.

2) Beginning at age 60, the Employer shall contribute twenty-four percent (24%) toward the cost of the premium for the retiree and the retiree's eligible spouse. For each additional year of service after ten (10) years, the Employer shall contribute an additional four percent (4%) per year to a maximum Employer contribution of one hundred percent (100%).

Section 3. Pension.

A. Employees retiring on or after July 1, 1999 shall receive a benefit multiplier of 2.35%, capped at 30 years of service. Employees retiring on or after September 1, 2008 shall receive a benefit multiplier of 2.70%, capped at 30 years of service. Effective September 1, 2008, employees shall contribute by payroll deduction 3.59% of their gross pay for this benefit.

B. The monthly pension for an employee who was a member of the Police Command unit on or before July 1, 2008 and who retires after July 1, 1992,

after age 60, shall be increased each January by forty percent (40%) of the average of the annual increase in the Consumer Price Index (CPI) of Detroit and Chicago through October of the previous year as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual adjustment shall be limited to five percent (5%).

C. The Duty Disability Provisions of the City of Wyoming Pension Code shall be amended to state as set forth in Appendix B.

D. Effective July 1, 2000, the "pop-up" pension benefit shall be an option at the retiree's expense.

E. The DROP plan shall be made available to members of the bargaining unit in accordance with Section 58-115 and Section 58-229 of the Wyoming City Code. Effective September 1, 2008 eligible employees who elect to participate in the DROP shall make an irrevocable election to terminate employment with the City and retire upon ceasing participation in the DROP, which they must do no later than three (3) years after entering the DROP, unless they shall be separated from employment at an earlier date pursuant to Section 58-109.

Section 4. Benefit Coordination – Workers' Compensation. For those employees who retire on or after July 1, 1999, any payments under the pension plan shall be coordinated pursuant to MCL 418.354 of the Workers' Disability Compensation Act, except that an employee who is receiving a duty disability benefit and has not reached age 50 shall have any Workers' Compensation benefit coordinated so that the combination of retirement benefit and Workers' Compensation benefit is equal to 100% of the employee's net (take-home) salary or wage at the time of retirement. Effective as soon as administratively practicable following approval of this

bargaining agreement, the City's pension code shall be modified to incorporate the provisions of the previous sentence, and Appendix B of the Agreement shall be revised accordingly.

Section 5. Defined Contribution Plan. An employee is eligible to participate in the defined contribution plan if 1) the employee starts employment with the City after February 20, 2006, and is not eligible to be enrolled in the City's defined benefit plan (as set forth in the City of Wyoming Retirement System) because of previous employment with the City, or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's sponsored defined contribution plan. An employee must complete one year of service to be eligible for benefits under the plan.

The City shall contribute 8% of an employee's compensation into the City's sponsored defined contribution plan. An employee shall be eligible to participate in the plan after completing one year of service with the employer. Compensation shall have the same meaning as under the Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 8% City contribution calculated as if the employee was actively working. Participants in the defined contribution plan are subject to the rules and regulations of the City's sponsored plan. An employee eligible to participate in the defined contribution plan shall not be eligible to participate in the City's defined benefit plan. Plan rules and regulations are subject to Chapter 58, Article V. Defined Contribution Plan, of the City's Code of Ordinances.

Section 6. Post Employment Health Plan. An employee is eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after July 1, 2008 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in the City of Wyoming Retirement System) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the

employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums. An employee must complete one year of service to be eligible for benefits under the plan.

The City shall make a contribution on behalf of each eligible employee to the PEHP. The amount of the contribution shall be the following: 1) A flat dollar amount per pay period beginning July 1 of each fiscal year with the amount based on 4% of the combined average of the participants' compensation in the preceding calendar year. 2) A participant who has worked less than a full year will have his or her compensation counted on the basis of annual base wage. During the first year of employment, the initial contribution by the City will be set aside in an account that is maintained by the City. The employee shall have no vested right to the account balance until completing one year of service, and no interest will accrue on the account. Upon completing one year of service, the account balance will be transferred to the PEHP plan administrator and the participant will be allowed to direct the investment of the account among the available investment options. Compensation shall have the same meaning as under the Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City Contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as defined in the City of Wyoming Retirement System); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the Wyoming City Code and the PEHP plan administrator.

In the event of a duty death, the employee's spouse and eligible dependents shall have their City sponsored health, dental, and vision insurance paid for by the City for five (5) years. The

City's insurance shall be secondary to Medicare. City sponsored insurance shall be coordinated with any other insurance the spouse or eligible dependents are able to obtain.

ARTICLE 18

TERMS OF CONTRACT AND EFFECTIVE DATES

Section 1. Term of Contract. This Contract shall remain in effect through June 30, 2012. It shall automatically be renewed from year to year, unless one of the parties notifies the other party in writing ninety (90) 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. This Contract shall become effective July 1, 2008 and remain in effect through June 30, 2012, unless otherwise so 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 19

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.

ARTICLE 20

MISCELLANEOUS PROVISIONS

Section 1. Sergeants, Lieutenants, and Captains shall be covered by the following provisions, except as otherwise restricted:

a. 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 or shift segment as applicable) or over 40 regular hours in any one week. Overtime will be paid to the nearest quarter of an 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 an employee an 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.

b. 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 pay 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.

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

d. 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, selection shall be by seniority. Selections shall be by inverse seniority. This Section shall not prohibit voluntary shift change by an employee during a twenty eight (28) day schedule or shift segment.

e. 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.

f. 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.

g. 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, any employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and properties of the City, and shall be entitled to regular pay for hours worked on such occurrences unless the magnitude of the event would exhaust the City's budgetary capacity. In such cases 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.

h. 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 subpoenas 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 employees shall be given or assigned to the City.

i. Schedule. Sergeants who work on a 4 x 10 road patrol schedule will not be changed to a different schedule unless the road patrol schedule is changed. In such event, the City may change schedules to be consistent with the schedule of the non-supervisory unit. However in lieu of the above, Sergeants may be assigned a shift segment, which is a combination of either four (4) twenty eight (28) or five (5) twenty eight (28) day

schedules.

j. Shift Assignments. In determining shift assignments, seniority shall be the principal and primary factor in determining shift preference for sergeants.

k. Shift Assignments. Lieutenants may have preference for shift assignment by seniority within the Lieutenant classification in the Patrol Division subject to the right of the Chief of Police to make assignments regardless of seniority for any of the following reasons: 1.) to train Lieutenants; 2.) to conduct special services that are assigned to a shift; or 3.) if shift assignment by seniority would be detrimental to the City.

l. Shift Trades. Shift trades will be permitted if they do not violate seniority. For example, a trade that would violate seniority is: During the bidding process, the most senior Sergeant bids a day shift segment with the sole purpose of trading with the least senior Sergeant to allow him or her to work the day shift. A permissible trade is: The most senior Sergeant trades with the most junior Sergeant for one twenty eight (28) day work schedule after the schedule is established.

Section 2. 12-Hour Schedule. The work week for employees assigned to communications shall be 80 hours to be worked in a 14-day work period. Employees working in excess of 12 hours per day or 80 hours per 14-day work period shall be paid overtime at the rate of one and one-half of regular pay. The overtime rate will continue to apply to hours worked outside of the normal schedule unless the provisions of Article 20, Section 1 (f), Overtime Computation, apply.

Time taken for sick leave, vacation, holidays, or personal days shall be credited against the employee's accumulation according to the number of hours the employee is absent from the work schedule. For purposes of the 12-hour schedule only, the three personal days shall be paid at twelve (12) hours per day.

Shift premium shall not be paid to employees working the day shift (e.g. 7:00 AM to

7:00 PM). Employees working the night shift (e.g. 7:00 PM to 7:00 AM) shall receive 45 cents per hour added to their hourly rate.

This section shall not apply to an employee who is regularly assigned to work either an eight (8) or ten (10) hour daily schedule.

Section 3. New Hires. New hires are defined as newly hired to the City.

ARTICLE 21

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:

1. DRUG-FREE AWARENESS PROGRAM

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

2. ASSISTANCE TO EMPLOYEES IN OVERCOMING ALCOHOL OR DRUG ABUSE

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

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

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

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

3. 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 4 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.

4. 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.

5. PROHIBITIONS

The Employer's Policy prohibits the:

1. Use, possession, manufacture, distribution, dispensation, transportation or sale of prohibited substances or drug paraphernalia on Employer premises or being under the influence of a prohibited substance on Employer premises on Employer time or at an Employer activity;

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

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

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

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

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

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

6. 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.

5. Those employees whose job duties include the handling of prohibited substances and/or have access to the areas where prohibited substances are stored may be tested at any time without prior notice and with or without reasonable suspicion.

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.

7. CONSEQUENCES FOR VIOLATION OF THIS POLICY

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

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

8. 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.

9. 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.

10. 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.

11. OTHER PROGRAMS

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

12. 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)

CITY OF WYOMING

Dated: 8-20-08

By Carol S. Sheets
Carol S. Sheets, Mayor

By Heidi A. Isakson
Heidi A. Isakson, City Clerk

POLICE OFFICERS LABOR COUNCIL-
WYOMING COMMAND DIVISION

Dated: 8-18-08

By Scott Gardner
Scott Gardner
Its President

By Kurt Robinson
Kurt Robinson
Its Vice-President

By Edward S. Hillyer
Edward S. Hillyer
Police Officers Labor Council

APPENDIX A

DUTY DISABILITY

Amendment to Schedule C (Police Command)

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 (see paragraph vi of this section), 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.

(vi) For those employees who retire on or after July 1, 2000, any payments under the pension plan shall be coordinated pursuant to MCL 418.354 of the Workers' Disability Compensation Act, except that an employee who is receiving a duty disability benefit and has not reached age 50 shall have any workers' compensation benefit coordinated so that the combination of retirement benefit and workers' compensation benefit is equal to 100% of the employee's net (take-home) salary or wage at the time of retirement.

MEMORANDUM OF UNDERSTANDING
Selection and Placement Procedures
July 1, 2005

During negotiations of the July 1, 2005 to June 30, 2008 collective bargaining agreement, the City and Union agreed to work together cooperatively to endeavor to develop procedures to be used in the selection and placement of applicants for vacancies within the bargaining unit. The parties will endeavor to develop such procedures prior to December 31, 2006.

MEMORANDUM OF UNDERSTANDING
Pay in Lieu of Vacation
July 1, 2008

An employee who has accumulated one (1) full year of vacation entitlement may request pay for up to one year's entitlement of vacation during the calendar year 2009. One such request for pay in lieu of vacation may be made during calendar year 2009.

CLASSIFICATION AND SALARY SCHEDULE

POLICE COMMAND OFFICERS

JULY 1, 2008

CLASS CODE	CLASSIFICATION	RANGE	HOURLY		MONTHLY		ANNUAL	
			Min.	Max.	Min.	Max.	Min.	Max.
22060	Police Sergeant	L09	28.58	33.36	4,953.87	5,782.40	$59,446	$69,389
22050	Police Lieutenant	L12	31.44	36.68	5,449.60	6,357.87	$65,395	$76,294
22040	Police Captain	L15	34.61	40.18	5,999.07	6,964.53	$71,989	$83,574
22030	Police Major	L18	33.52	42.46	5,810.13	7,359.73	$69,722	$88,317

HOURLY WAGE SCHEDULE - Police Command Officers, The following shall be the basic hourly wage schedule for all Police Command Officers of the City:

WAGE RANGE NUMBER	A	B	C	D	E	F
L09	28.58	29.55	30.50	31.44	32.34	33.36
L12	31.44	32.53	33.54	34.64	35.64	36.68
L15	34.61	35.73	36.80	37.93	39.02	40.18
L18	33.52	35.28	36.87	38.63	40.58	42.46

MONTHLY	A	B	C	D	E	F
L09	4,953.87	5,122.00	5,286.67	5,449.60	5,605.60	5,782.40
L12	5,449.60	5,638.53	5,813.60	6,004.27	6,177.60	6,357.87
L15	5,999.07	6,193.20	6,378.67	6,574.53	6,763.47	6,964.53
L18	5,810.13	6,115.20	6,390.80	6,695.87	7,033.87	7,359.73