

**EMPLOYMENT CONTRACT**

*BETWEEN*

**CITY OF WYOMING**

*AND*

**WYOMING FIRE FIGHTERS ASSOCIATION**

**July 1, 2015 to June 30, 2019**

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## **CONTRACT**

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

### **ARTICLE 1 RECOGNITION**

Section 1. Association Recognition. The Employer 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 2 RIGHTS OF THE EMPLOYER**

List of Rights. The Employer, 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 Employer, except such as are specifically stated in this Contract are reserved to and vested in the Employer, including but without limiting the generality of the foregoing the following rights:

- A. 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 Employer shall not endanger the health, safety or welfare of the members of the bargaining unit in the performance of their duties.
- B. To construct new facilities, improve existing facilities and determine the number, location and type of facilities and installation.
- C. To hire employees.
- D. To determine the size and assignments of the work force and increase or decrease its size by discharge for cause or layoff.
- E. To transfer and/or contract out work performed by the bargaining unit to other employees of the Employer or other entities, either public or private.
- F. 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.

- G. 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 Employer.
- H. To determine work schedules, lunch periods, rest periods and cleanup times.
- I. To discipline and discharge employees for cause.
- J. To adopt, revise and enforce working rules. Such revisions or adoption or new rules must be reviewed by the Association prior to issuance.
- K. To transfer, promote and demote employees from one classification, department or shift to another for cause.
- L. 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.
- M. 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 workweek.
- N. To use volunteer and/or paid-on-call (reserve) fire fighters at any location and for any purpose (including, but not limited to, filling in for full-time employees absent for any reason) and to increase or decrease the number of volunteer and/or paid-on-call (reserve) fire fighters.
- O. To use part-time employees at any location and for any purpose (including, but not limited to, filling in for full-time employees absent for any reason) and to increase or decrease the number of part-time employees.
- P. To restructure or reorganize in any manner necessary to implement or modify a Public Safety Department, up to and including full consolidation and cross-training as to police, fire and/or medical response services.

**ARTICLE 3**  
**ASSOCIATION REPRESENTATION**

Section 1. Bargaining Committee. The Employer 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 Employer 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 Battalion 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 immediate Supervisor upon returning. The Employer 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 4**  
**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 5**  
**CHECK OFF**

Section 1. Deductions. The Employer 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 Employer shall discharge such employee.

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

Section 3. Employer Obligation. Payment to the Association of the funds checked off each payroll period shall fully satisfy the obligations of the Employer 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 Employer. The Association shall refund to the Employer any amount paid to it in error on account of the check off provision upon presentation of proper evidence thereof.

**ARTICLE 6**  
**HOURS OF WORK, OVERTIME, COMP TIME, TRADING**  
**DAILY ACTING ASSIGNMENTS, TEMPORARY ASSIGNMENTS**

Section 1. Work Week.

- A. 24 Hour Suppression Employees. 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.
- B. Non-Suppression Employees. The workweek 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.
- C. The work week schedule may be changed by written mutual agreement between the Director of Police and Fire Services and the Association.

Section 2. Overtime Pay. Any suppression employee working in excess of his/her normally scheduled hours shall be paid for all excess hours worked 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/her regular work day or regular work week.

Section 3. Unscheduled Overtime. Any overtime opportunities not scheduled at least 48 hours in advance of when the overtime opportunity is to commence shall first be offered to eligible bargaining unit employees in accordance with Department policy. All non-bargaining unit employees filling in for bargaining unit employees shall at a minimum possess Firefighter II certification and be licensed as a Medical First Responder.

Section 4. Overtime Authorization. No overtime shall be paid unless authorized prior thereto by the Director of Police and Fire Services or by the established administrative procedure.

Section 5. Overtime - Equal Opportunity. The Employer shall provide each employee an equal opportunity for overtime work, subject to the employee's ability to perform the work. The Employer shall post the overtime procedure.

Section 6. Compensatory Time. Subject to discretionary approval by the Director of Police and Fire Services 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.

Section 7. Time Off. Any employee and the Director of Police and Fire Services may agree to time off for the employee for personal reasons. The employee shall make up the time at the discretion of the Director of Police and Fire Services.

Section 8. 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 9. Daily Acting Assignment. If a fire suppression employee is assigned to a "daily acting assignment" in a higher classified position for one (1) hour or longer pursuant to authorization from the Battalion Chief or designee, such employee shall be paid a "daily acting assignment" hourly rate differential of 5% above the employee's current base rate of pay, beginning on the date and hour, of commencing such work assignment. No daily acting assignment shall exceed 30 days unless the Director of Police and Fire Services and the City Manager authorize the extension.

Daily acting assignments, for the purpose of balancing daily manpower, will utilize "certification" and "seniority" as factors in determining who will fill in at a higher classified position.

Section 10. Temporary Assignment. Temporary assignment shall mean an assignment for a limited time to a position classification as determined by the needs of the fire service. For temporary assignments exceeding one month, the employee shall 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. No temporary assignment shall exceed ninety (90) days unless the Director of Police and Fire Services and the City Manager authorize the extension.

Temporary assignments, when used to fill a vacancy, shall first be made from the top person on any current eligibility list for the position that has been temporarily vacated. In the absence of any current list, selection of the person for the temporary assignment will be made by the Deputy Director of Fire Service, who will utilize "certification" and "seniority" as factors in determining who will fill in at a higher classified position. Employees filling a temporary assignment may be required to move to another shift when a vacancy and a need exist. Moving to another shift means leaving ones current shift to perform temporary assignment duties on another shift.

Section 11. 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 Employer and shall be entitled to regular pay for hours worked on such occurrences unless the magnitude of the event would exhaust the Employer'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 Employer.

Section 12. Trading. The customary practice of allowing fire suppression employees to engage in trading time shall be permitted. Employees may trade "L" (leave) days provided that the days traded occur within a period of three consecutive 28-day cycles. However, trading shall only be permitted to the extent it complies with and does not increase the Employer's cost under the Fair Labor Standards Act. The Director of Police and Fire Services may deny a trade at any time if it is determined to be in the best interests of the Employer. The Employer 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 7 GRIEVANCE PROCEDURE**

Section 1. Definition. The term "grievance" shall mean any dispute between the Employer and the Association or between the Employer and any employee or employees arising out of the interpretation, application or administration of a specific Article or Section of this Contract. 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:

- A. Step 1. The aggrieved employee or the Grievance Chairman, if the grievance involves a group of employees or the Association, will present the grievance in writing to the Deputy Director of Fire Service 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. Said Deputy Director shall give his answer in writing within ten (10) working days after the date the Deputy Director receives the grievance; however, if the Deputy Director fails to give his answer the grievance shall advance to Step 2.
- B. Step 2. If the grievance is not settled in Step 1, it shall be signed and submitted by the employee or the Grievance Chairman to the Director within ten (10) working days after said Deputy Director's decision is received. The Director shall reply to the grievance in writing within ten (10) working days after the date the Director receives the grievance; however, if the Director fails to give his answer the grievance shall advance to Step 3.
- C. Step 3. If the grievance is not settled in Step 2, the grievance shall be presented to the City Manager within ten (10) working days after receipt of the decision of the Director. The City Manager shall provide an opportunity for the Grievance Committee 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 Grievance Committee, whichever is longer. If the City Manager fails to give his answer within the above time limits, the grievance shall advance to Step 4.

Any grievance by the Employer against the Association shall be filed with the Association 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 4.

- D. Step 4. If no satisfactory settlement is reached in Step 3, the grievance may be submitted to arbitration. Within twenty (20) days from the receipt of the decision of the City Manager, the Association shall notify the Employer 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 Employer. Upon receipt of the list, the Association and the Employer 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 (6) 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 the 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 7, 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 Association, the Employer shall make employees who are on duty available as witnesses at the arbitration hearing.

## **ARTICLE 8 SENIORITY AND SHIFT DRAW**

Section 1. Definition. Seniority is continuous paid employment with the Employer 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. 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.

Section 3. Departmental Seniority.

- A. Departmental seniority shall be one of the principal factors in vacation preference and promotions.
- B. Employees shall be laid off according to the inverse order of departmental seniority unless such layoff would be detrimental to the Employer. New employees will not be hired whenever employees on layoff have qualifications for the duties.

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 Association notifies the Employer 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 twenty-eight (28) day cycle 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 Director of Police and Fire Services and the Association to a shorter time due to vacancies or other circumstances. The Director of Police and Fire Services shall maintain the right to assign employees to shifts and stations which are in the best interests of the Employer. The Association shall have the right to grieve the reasonableness of the Director of Police and Fire Services' decision. Nothing in this provision shall prevent the Association and Employer from mutually agreeing to a different procedure.

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

- A. By voluntary termination of 30 days or more or discharge for cause.
- B. Failure to report for work on the first day following the expiration of an approved leave of absence, unless excused by the Employer.
- C. Absence from work for three consecutive working days without notifying the Employer unless otherwise excused by the Employer.
- D. 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.
- E. Layoff for more than two years or the employee's total seniority, whichever is less.
- F. 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 9  
PERSONNEL RULES AND REGULATIONS**

Section 1. Personnel Rules and Regulations. Any personnel action taken by the Employer 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 Employer 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 Employer. 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.

Section 2. Discipline. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions involving written reprimands which occurred more than two years previously.

Section 3. Indemnification. Whenever any claim is made or any civil action is commenced against an employee while within the scope of the employment, the Employer shall provide the services of an attorney to represent and defend the employee as to any claim or civil action. The Employer 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 Employer 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 Employer. This provision shall not apply to any claims or suits resulting from intentional wrongdoing or gross negligence on the part of the employee.

Section 4. Safety Policy. To promote the general welfare and safety of the employees, the Employer shall establish a general safety policy for the employees of the Employer 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.

**ARTICLE 10  
LEAVE OF ABSENCE, SICK LEAVE,  
MEDICAL EXAMS AND CERTIFICATIONS, AND  
PHYSICAL AGILITY TEST**

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 Director of Police and Fire Services and more than 30 days upon approval of the City Manager.

Section 2. Cessation of Benefits. For any unpaid leave of absence exceeding 30 calendar days, all benefits shall cease to accrue except seniority. Whenever an employee is receiving benefits under the Disability Income Plan exceeding 30 calendar days, all benefits shall cease to accrue except seniority, life, and health insurance (including dental and vision). For any leave covered by the

FMLA, benefits shall in no event be less than what is required by the FMLA and Article 11 of this Agreement.

Section 3. Requests. Requests for leave shall be submitted to the Director of Police and Fire Services in writing stating the reasons and signed by the employee. Approval for leave shall be at the Employer's discretion and shall be in writing.

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

- A. 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.
- B. Accumulation of sick leave shall be unlimited.
- C. Effective January 2, 2016, sick leave will be recorded in a "new sick leave bank." An employee who has a balance of sick leave hours on January 1, 2016, shall have the sick leave hours recorded in an "old sick leave bank." The employee shall not be permitted to accumulate additional sick hours in the "old sick leave bank" after January 1, 2016. The employee may use the "old sick leave bank" for sick leave purposes after exhausting the "new sick leave bank."

Employees shall receive one (1) full hour pay for each two (2) hours of accumulated sick leave in their "old sick leave bank" with a maximum pay off of 600 hours (accumulation of 1200 hours or more) upon termination of employment, retirement or death, after five (5) years of employment, except for cause.

Employees shall receive one (1) hour pay for each two (2) hours of accumulated sick leave in their "new sick leave bank," with a maximum pay off of 200 hours (accumulation of 400 hours or more), upon termination of employment, retirement or death, after five (5) years of employment, except for cause.

- D. 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 Director of Police and Fire Services. 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.
- E. The Employer 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.

- F. For any employee who is on sick leave for a full month, such employee shall not earn sick leave for any such month.

Section 5. Medical Certifications and Medical Examinations.

- A. At least once every year and at other times for cause, the Employer may require the employee to take a medical examination at the Employer's expense by a medical examiner employed for that purpose by the Employer. The results of such examination will be available to the Employer and to the individual or the individual's family doctor. The Employer 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 Employer may take.
- B. The Employer may at any reasonable time require an employee to be examined by a qualified medical physician or psychologist, which may include but is not limited to the following conditions:
  - 1. Annually to certify that the employee is capable of working in accordance with NFPA standards.
  - 2. When required by the Employer to certify that the employee can perform the duties of the employee's assigned job classification.
  - 3. If an employee has been absent from duty because of sickness or injury for a period of ten (10) working days or more.
  - 4. To obtain approval for FMLA, disability income plan benefits, or worker's compensation benefits including supplemental pay.
  - 5. As required to comply with the Retiree Medical Trust.
  - 6. If the Employer has reasonable grounds to believe that the employee is abusing sick leave privileges.
- C. Medical certification to return to work or continue disability will be based on the following:
  - 1. Employees assigned to fire suppression must satisfy the Employer that he or she is able to perform his or her assigned duties in accordance with NFPA standards. A complete NFPA physical may or may not be required by the Employer to satisfy this qualification.
  - 2. Employees assigned to duties other than fire suppression, must satisfy the Employer that he or she is able to perform the essential functions of his or her assigned duties.
  - 3. At the discretion of the Employer, an employee may be assigned duties on a

temporary basis that comply with medical restrictions determined by a qualified medical or psychological provider.

4. If there is a dispute between medical or psychological determinations from a provider of the employee's choosing and the provider of the Employer's choosing and the employee wishes to appeal the Employer's decision, the employee may submit a written request to the Director of Police and Fire Services with a copy to the Human Resources Department to have the decision reviewed. On the basis of the appeal, the Employer will seek an independent medical (psychological) evaluation (IME) of the employee, whose opinion shall be considered in a final determination.
5. Should an employee fail or refuse to furnish to the Employer a medical certificate or furnish a false certificate, then such employee shall be disciplined appropriately up to and including discharge.

D. Expenses for medical certificates and examinations shall be paid as follows:

1. When the Employer orders an employee to undergo medical or psychological examination by a provider of the Employer's choosing, the Employer pays expenses incurred in connection with that examination.
2. Expenses incurred in connection with medical, psychological, counseling or other services provided to an employee as treatment subsequent to and recommended by or resulting from the initial Employer ordered examination are the responsibility of the employee.
3. Expenses incurred in connection with medical, psychological, counseling or other services provided to an employee by his or her choice of provider and used by the employee to support a request for disability leave or a request to return to work are the responsibility of the employee.
4. Expenses that are the responsibility of an employee may be submitted by the employee through the Employer's health plan, which shall pay or reimburse the employee for eligible expenses to the extent provided by the health plan and in accordance with health plan rules.
5. Expenses incurred in connection with work related injuries, illnesses or conditions will be administered and paid in accordance with this collective bargaining agreement and state workers' compensation law.

Section 6. Physical Agility Test. The Employer may require employees to annually take and pass a physical agility test mutually agreed upon by the Employer and Association.

**ARTICLE 11  
FAMILY AND MEDICAL LEAVE**

The Employer will provide eligible employees with unpaid leave for covered family and medical reasons as provided in the Family and Medical Leave Act (FMLA) and its published regulations. FMLA leave shall be administered in accordance with the Employer's written FMLA policy, as it may be amended from time to time.

**ARTICLE 12  
BEREAVEMENT**

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

- A. 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.

- B. 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 Employer.
- C. 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.
- D. 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.

**ARTICLE 13  
WORKERS COMPENSATION**

- A. 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 Employer discontinues such payments, the employee may use sick leave or vacation.
- B. The Employer 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 Employer at full pay if capable of performing such employment. If such employee refuses to perform such other duties, the Employer shall terminate the difference between the benefits being received under Worker's Compensation benefits and net salary or wage.
- C. 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.
- D. 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 Employer, 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.

**ARTICLE 14  
COURT APPEARANCES**

- A. 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 Director of Police and Fire Services 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 Employer, 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.
- B. 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 15  
MILITARY LEAVE**

Military leave shall be granted as follows:

- A. Employees on military leave will be treated in accordance with applicable law.
- B. 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 Employer the difference between the amount received for such duty and salary.
- C. 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.
- D. 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.
- E. With the exception of seniority, all benefits shall cease to accumulate to the employee at the initiation of military leave consistent with subsection (A).

**ARTICLE 16  
VACATIONS**

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

- A. Vacation leave shall not be granted to a new employee during the probationary period although it shall be earned.
- B. 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.
- C. 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. Effective January 1, 2000, vacation shall be earned as follows: One through two years 120 hours and for each year thereafter, 12 hours per year until the total of 240 hours has been reached. The new vacation schedule shall not

be retroactive to prior years accumulation. Non-suppression employees shall receive 80 hours per year and for each year after four years, an additional 8 hours shall be added until a total of 160 hours have been reached.

- D. Employees with a vacation accrual on December 31, 2015 of over two years entitlement shall forfeit such time over two years. After being credited for vacation in January 2016, employees will receive a one-time payment for vacation balance in excess of two (2) years entitlement.

After the initial one-time payout, the maximum vacation accrual is two (2) years entitlement.

Section 2. Vacation Schedules. The Employer shall specify when vacations shall be taken, but shall consider seniority and preferences. Employees shall submit their preferences in writing to the Director of Police and Fire Services by February 1 of each year. The Director of Police and Fire Services 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 Employer 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 Director of Police and Fire Services or the City Manager, otherwise vacation shall be pro-rated for the year in which leave is taken.

Section 4. Termination – Accrued Vacation. Payment for accrued vacation shall be made upon termination, retirement or death. Effective January 1, 2016, the maximum payment is two (2) years entitlement.

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 Employer 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 Employer 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. 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 17  
HOLIDAYS**

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

- New Year's Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- The day following Thanksgiving
- The day before Christmas
- Christmas
- The day before New Year's Day
- 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 of the immediate supervisor.

Section 2. Overtime - Holiday Pay. 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.

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 that employee had taken an approved accrued leave day.

**ARTICLE 18  
INSURANCE AND DISABILITY INCOME PLAN**

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

- The benefits provided under the Employer's sponsored plan, which shall be at least those in effect July 1, 2015.
- The office visit co-pay shall be \$10. Co-pays for using a specialist shall be \$20 (unless the specialist is the member's 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 two imaging co-pays per year).

- Effective September 1, 2015 the co-pays shall be as follows: the office visit co-pay shall be \$20. Co-pays for using a specialist shall be \$30 (unless the specialist is the member's primary care physician in which case it shall be \$20), \$40 for using an urgent care facility, \$100 for using a hospital emergency room visit (waived if admitted), and \$100 for imaging services (maximum two imaging co-pays per year).
- The prescription co-pay shall be \$10 for generic drugs, \$30 for preferred name-brand drugs, and \$60 for non-preferred name-brand drugs.

Section 2. Employee Health Insurance Contribution. Employees shall contribute twenty percent (20%) toward the cost of their premium for health insurance (excluding dental and vision). The premium shall be that recommended by the Employer'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.

Section 3. Health Insurance Opt Out. Employees may opt out of the Employer's health plan (excluding dental and vision) and receive \$100.00 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 4. New Insurance Plan and Alternate Insurance Plan. The Employer 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.

The Employer may offer alternative health plans, such as high deductible plans and health savings accounts, on a voluntary basis. The employee contribution for such plans may be less than the contribution for the current health plan.

Section 5. Flexible Benefits. Employees are eligible to participate in the Employer's Flexible Spending Plan in accordance with the terms and conditions of the Summary Plan Description.

Section 6. Dental and Vision. The Employer shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the Employer's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, 2015.

Section 7. Life. The Employer shall provide each full-time employee with life insurance in the amount of \$30,000.

Section 8. Disability Income Plan. In the event any employee is disabled, due to a non-work-related injury or illness, 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 Employer an income maintenance plan which will provide the employee with an income allowance of seventy-five percent (75%) of the base pay for a period not to exceed a cumulative total of fifty-two (52) weeks in the employee's lifetime. However, an employee may earn back one week of the benefit for each consecutive 12-month period that the employee did not use benefits under the Disability Income Plan or was not on an unpaid leave of absence up to a maximum accumulation of fifty-two (52) weeks. This section shall be effective only after such employee has used all paid time (including sick leave, vacation leave, personal/floating holidays, compensatory time) and only after an eight (8) day (consecutive calendar days excluding Saturday and Sunday) waiting period. Paid time taken by the employee will be credited towards the waiting period, and after the waiting period is completed, the benefit shall not be retroactive from the first day of disability. An employee who receives pay under the Disability Income Plan shall have benefits accumulate in accordance with Article 10, Section 2.

## **ARTICLE 19 WAGES AND PAY**

Section 1. Wages. Wage increases shall be as follows:

- July 1, 2015: 2.25%
- July 1, 2016: 2.75%
- July 1, 2017: 2.50%
- July 1, 2018: 2.25%

All wage increases shall be at the top step of the pay range, maintaining the differential between each step of the pay range.

Whenever a designated employee is performing duties of a Field Training Firefighter, the employee shall be paid an additional one dollar (\$1.00) per hour.

## **ARTICLE 20 MILEAGE, UNIFORMS, AND FOOD ALLOWANCE**

Section 1. Mileage. The Employer shall pay mileage to any employee for the use of said employee's vehicle when on Employer 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 Director of Police and Fire Services.

Section 2. Uniforms. The Employer shall furnish uniforms and provide for the cleaning thereof for employees who are required by the Employer to wear uniforms. The Employer at its discretion may require any employee to wear uniforms.

Section 3. Food Allowance. A suppression employee shall be given a food allowance of \$800.00 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.

**ARTICLE 21  
LONGEVITY**

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       \$ 600.00
- 10 or more years     \$ 700 00
- 15 or more years     \$ 800.00
- 20 or more years     \$ 900.00
- 25 or more years     \$1000.00

**ARTICLE 22  
EMT**

An employee who wishes to take courses to obtain and/or maintain EMT certification, must submit a request in writing to the Director of Police and Fire Services on a form designated by the Employer and obtain the Director's approval prior to enrollment in EMT courses. Approval of the request is at the Director's sole discretion.

Employees who are taking courses for their initial EMT certification will be reimbursed for tuition and book expenses, and will be released from work without loss of pay if necessary and approved by Director or designee 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 and approved by Director or designee to attend class, and will receive overtime pay for class attendance on non-duty time. An employee will be reimbursed for tuition and books only if the employee obtains an EMT license.

An employee who has acquired and maintained basic EMT certification for the whole of the previous contract year shall receive an annual bonus of \$300.00; this bonus shall be paid by July 31 of each year.

**ARTICLE 23**  
**PENSION – DEFINED BENEFIT AND DEFINED CONTRIBUTION,**  
**RETIREE HEALTH INSURANCE, POST EMPLOYMENT HEALTH PLAN,**  
**RETIREE DENTAL INSURANCE AND RETIREE LIFE INSURANCE**

Section 1. Defined Benefit Pension Plan

- A. Vesting shall occur after 10 full years of employment.
- B. 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.
- C. For employees retiring after September 6, 2005, normal retirement age shall be age fifty (50). Employees shall contribute by payroll deduction one percent (1%) of their gross pay for this benefit.
- D. There shall be a 30 year maximum benefit for employees retiring on or after January 18, 2010.
- E. For employees retiring on or after January 1, 1997, the multiplier shall be 2.25% of the final average compensation.
- F. For employees retiring on or after July 1, 1998, the multiplier shall be 2.35% of the final average compensation.
- G. For employees who retire on or after January 18, 2010, the multiplier shall be 2.7%. Effective January 18, 2010, employees shall contribute 3.0% of their gross pay for this benefit. The combined employee contribution for pension shall be 4.0% of gross pay.
- H. Effective January 1, 2016, employees shall contribute by payroll deduction an additional .5% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 4.5%.
- I. Effective July 1, 2016, employees shall contribute by payroll deduction an additional .5% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 5%
- J. Effective July 1, 2017, employees shall contribute by payroll deduction an additional 1% of their gross pay toward the defined benefit pension plan, for a total employee contribution of 6%.

- K. All other benefits may be found in the Defined Benefit Plan. Any payments under the Defined Benefit Plan shall be coordinated pursuant to MCL 418.354 of the Workers' Disability Compensation Act.

Section 2. Defined Contribution Plan. An employee is eligible to participate in the Defined Contribution Plan if 1) the employee starts employment with the Employer after September 6, 2005, and is not eligible to be enrolled in the Employer's Defined Benefit Plan (as set forth in the City of Wyoming Defined Benefit Plan) because of previous employment with the Employer, or 2) the employee enters the bargaining unit from another Employer position in which the employee is enrolled in the Employer's sponsored Defined Contribution Plan, or 3) an employee made a timely election to transfer from the Defined Benefit Plan (eligibility is set forth in Schedule F to the City of Wyoming Defined Contribution Plan).

The Employer shall contribute 8% of an employee's compensation into the Employer'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 Section 2.12 of the Defined Contribution Plan. 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% Employer contribution calculated as if the employee was actively working. Participants in the Defined Contribution Plan are subject to the rules and regulations of the Employer's sponsored Plan. An employee eligible to participate in the Defined Contribution Plan shall not be eligible to participate in the Employer's Defined Benefit Plan. Plan rules and regulations are subject to the Employer's Defined Contribution Plan.

Section 3. Retiree Health Care System.

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

- A. Employees must have completed ten (10) years of service to be eligible
- B. An employee who retires on or after September 6, 2005 and receives a pension under the Wyoming Pension System shall have the Employer pay for medical coverage (or such other carrier which the Employer has), including dental, the following amounts:
  - Until the retiree reaches age 60, the benefit will be \$15.00 per month; for employees retiring after October 1, 2009, the benefit shall be \$20 per month for each year of employment with the Employer not to exceed 30 years, payable monthly beginning with the date of retirement.
- C. After the retiree reaches age 60, the benefit will be the fully paid lifetime benefit for retiree and spouse which was in effect for the bargaining unit as of June 30, 2008.

The following changes shall apply to the retiree health insurance benefit for employees who are eligible for the Defined Benefit Plan (Retiree Medical Trust) and who retire after July 1, 2015:

- Retirees shall contribute a percentage of the cost of their health insurance in accordance with the following scale. The premium shall be that recommended by the Employer's Third Party Administrator (TPA) or insurer as applicable.

<u>Full Years of Service</u>	<u>Retiree Contribution</u>
Less than 10	Not vested, no DB retiree health benefit
10-14	30%
15-18	20%
19+	0%

- D. 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 Employer shall provide supplemental insurance which shall provide benefits equal to those received under the Employer's health coverage plan or self-insurance prior to eligibility for Medicare.
- E. 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.
- F. 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.

Section 4. Defined Contribution Plan Retiree Health Insurance (Post Employment Health Plan).

- A. An employee shall be eligible to participate in the Employer's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the Employer on or after October 1, 2009 and is not eligible to be enrolled in the Employer's retiree medical Plan (as set forth in the Retiree Medical Trust and Benefit Policy) because of previous employment with the Employer; or 2) the employee enters the bargaining unit from another Employer position in which the employee is enrolled in the Employer's PEHP (eligibility is set forth in the Post Employment Health Plan). The PEHP is an investment account that the employee may use for post-employment medical expenses and/or insurance premiums.

The Employer shall make a contribution to the PEHP on behalf of each eligible employee. Employees will be allowed to direct the investment of contributions made for them among investment options made available by the PEHP Plan administrator. The amount of the contribution shall be the following: A flat dollar amount per pay period adjusted as of July 1

of each fiscal year with the amount based on 4% of the combined average of the bargaining unit PEHP participants' compensation in the preceding calendar year. A participant who has less than a full calendar year of compensation will have his or her compensation counted on the basis of annual base wage. Compensation shall have the same meaning as under Section 2.6 of the Post Employment Health Plan. 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 Employer contribution. Participants in the PEHP shall be subject to the terms and conditions of the Plan as established by the Employer. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the Employer's Retiree Medical Plan (as set forth in the Retiree Medical Trust and Benefit Policy and the Post Employment Health Plan); but will be eligible to purchase the group health coverage the Employer makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by the Post Employment Health Plan and the PEHP Plan administrator.

- B. In the event of a duty death, the employee's spouse and eligible dependents shall have their Employer sponsored health, dental, and vision insurance paid for by the Employer for five (5) years. The Employer's insurance shall be secondary to Medicare. Employer sponsored insurance shall be coordinated with any other insurance the spouse or eligible dependents are able to obtain. This paragraph applies to employees enrolled in the defined contribution plan. Employees enrolled in the defined benefit plan have duty death health insurance benefits paid in accordance with the rules of the Defined Benefit Plan.

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

## **ARTICLE 24 EMPLOYMENT, PROBATION, PLACEMENT AND PROMOTION**

Section 1. 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 Employer 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 Employer 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 2. Changes. Existing classifications and hours of work shall not be changed without a negotiated agreement between the parties. If an agreement cannot be negotiated as to changes in classifications or hours of work or as to whether such changed classifications should be in or out of the bargaining unit, the matter shall be subject to the grievance procedure established herein.

The Employer shall provide the Association advance notice of changes in job descriptions, and the parties shall attempt to reach agreement on such changes. The Employer may implement changes not agreed to by the Association; however, the Association shall have the right to grieve the reasonableness of the changes implemented.

Section 3. Vacancies. In order to provide advancement opportunity, when vacancies exist, the Employer 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 Human Resources 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 Employer's discretion. The Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer shall ensure that existing Employer 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.

## **ARTICLE 25 TEMPORARY OR PART-TIME EMPLOYEES**

Section 1. The Employer 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.

Section 2. Paid-on-call employees, volunteers, part-time employees, and employees from other Employer bargaining units other than supervisory police/fire cross-trained officers, shall not be placed in charge of full-time bargaining unit employees.

## **ARTICLE 26 EDUCATION AND TUITION REIMBURSEMENT**

Educational Courses Initiated by Employee. An employee who wishes to be reimbursed for a formal course for college credit, up to a limit of 8 credits per semester, must submit a request in writing to the Director of Police and Fire Services on a form designated by the Employer and obtain the City Manager's approval prior to enrollment. Approval of the request is at the City Manager's sole discretion and the City Manager's decision is not subject to the grievance and arbitration procedure. In deciding whether or not to approve a request, the City Manager may consider how closely the course is related to the employee's job classification; budgetary and other financial constraints; the value to the Employer of the course; and any other factor deemed relevant by the City Manager.

Courses will be taken at times other than the employee's normal working hours, unless the employee has received prior approval by the Director and City Manager for an exception.

Upon completion of the course, the employee shall be reimbursed for tuition and book cost in accordance with the following:

- Reimbursement for tuition for undergraduate classes will not exceed the undergraduate rate for classes at Grand Valley State University in effect at the time the class was taken. For undergraduate classes, the employee must receive a passing grade for the class.
- Reimbursement for tuition for graduate classes will not exceed the graduate rate for classes at Grand Valley State University in effect at the time the class was taken. For graduate classes the employee must receive a "B minus" or equivalent numerical grade (for certain lab and seminar classes the grading standard may be pass/fail and the employee must achieve a passing mark).
- No other expenses will be reimbursed

Employees who take advantage of this program and subsequently terminate employment with the Employer before three (3) years from the date of course completion, must return a proportionate amount of their reimbursement as follows: full reimbursement to the Employer for less than one (1) year, one-third (1/3) after the second (2<sup>nd</sup>) year, and no penalty after the third (3<sup>rd</sup>) year.

## **ARTICLE 27 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:

### **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 detectable 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:

- 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;
- 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);
- 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)

- Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the employee is enrolled;
- 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;
- 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;
- 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. When a periodic medical evaluation of a current employee is conducted in accordance with NFPA Standard 1582 at the Employer's request and expense (notwithstanding any contrary language on drug testing in the Standard).

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 Association 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

**ARTICLE 28**  
**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 Employer'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 Employer.

Section 2. Disciplinary Action. Any employee who engages in any activity prohibited by Section 1 shall be subject to disciplinary action by the Employer. The term "disciplinary action" shall include all appropriate action, including discharge.

**ARTICLE 29**  
**TERMS OF CONTRACT AND EFFECTIVE DATES**

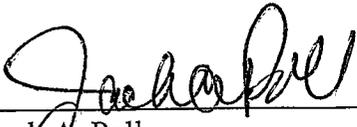
Section 1. Term. The term of this Contract shall be four years commencing July 1, 2015 and terminating at midnight on June 30, 2019.

Section 2. Effective Date. All provisions of this Contract shall become effective July 1, 2015, unless otherwise provided. Nothing in this Agreement shall be retroactive unless specifically stated herein.

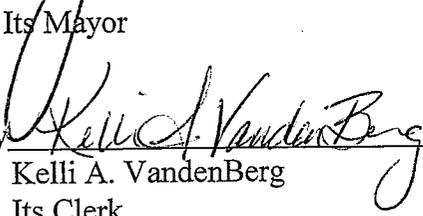
Section 3. Contract Provisions. The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Employer 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. Poll  
Its Mayor

Dated 8-20-15

By   
Kelli A. Vandenberg  
Its Clerk

Dated Aug 19, 2015

WYOMING FIRE FIGHTERS ASSOCIATION

By   
Lacey Koens  
Its President

Dated Aug 20, 2015

By   
Dennis VanTassell  
Its Vice President

Dated Aug 20, 2015

**MEMORANDUM OF UNDERSTANDING**

September 6, 2005

An employee may wash his or her personal vehicle in the station between the hours of 7:00 PM and 7:00 AM the following day. The employee assumes all liability for personal injury to him or herself or damage to his or her vehicle. The employee shall not interfere with normal station operations.

MEMORANDUM OF UNDERSTANDING

**RE: Battalion Chief**

In accordance with Article 2 of the Collective Bargaining Agreement, the City of Wyoming and the Wyoming Fire Fighters Association agree as follows:

1. Effective August 26, 2013, the workweek for the classification of Battalion Chief shall be 40 hours.
2. The classification of Battalion Chief shall be placed at the following range of the Classification and Salary Schedule in effect for bargaining unit employees:

Range F30	<u>Hourly</u>		<u>Annual</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
	\$29.03	\$35.29	\$60,383	\$73,409

3. Monetary and paid leave benefits shall be applied in accordance with the terms of the contract pertaining to other 40 hour per week personnel in the bargaining unit. For example, vacation accrual will be adjusted to the appropriate schedule on the first day of the payroll period following assignment to the 40 hour per week schedule.
4. The above changes are subject to approval by the Wyoming City Council.

CITY OF WYOMING

By: [Signature]

Its: City Manager

Date: 8-20-13

WYOMING FIRE FIGHTERS ASSOCIATION

By: [Signature]

Its: President

Date: 7/7/13

CITY OF WYOMING -and- WYOMING FIRE FIGHTERS ASSOCIATION

Letter of Agreement

(12-Hour Work Schedule)

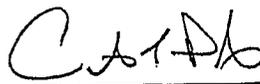
The CITY OF WYOMING ("Employer") and the WYOMING FIRE FIGHTERS ASSOCIATION ("Union") agree as follows:

- 1) The City shall have the right to implement a 12-hour work schedule for suppression employees in the Firefighter rank, subject to the provisions of this Letter of Agreement. If the City implements a 12-hour work schedule, the City may end it and return to the previous work schedule at any time.
- 2) Work Week: The 12-hour work schedule shall consist of shifts of twelve (12) consecutive hours per day worked in a 96-hour 14-day duty cycle as scheduled by the Director of Police and Fire Services or his designee. A schedule for each 28 days shall be posted for work days, hours, and days off. Time taken for sick leave, vacation, holidays, personal days, or compensatory time off shall be credited against the employee's accumulation in an amount equal to the number of hours the employee is absent from the work schedule.
- 3) The hours of the 12-hour shift will be established at a minimum of seven calendar days prior to the shift bid. The hours may be changed during the year by mutual agreement of the parties or by the Director of Police and Fire Services in emergency situations.
- 4) Rate of Pay: The hourly wage rates for employees assigned to a 12-hour work schedule shall be the same as those specified for a 24-hour work schedule.
- 5) Overtime Pay: Time and one-half shall be paid to employees assigned to a 12-hour work schedule for any hours worked over twelve (12) hours in any one regularly scheduled work day (except for the normal 28-day schedule shift change).
- 6) Food Allowance: Employees assigned to a 12-hour work schedule shall not receive a food allowance.
- 7) "L-Days": Employees assigned to a 12-hour work schedule shall not receive "L days."
- 8) Sick Leave: Employees assigned to a 12-hour work schedule shall accumulate sick leave at the rate of 9.5 hours for each full calendar month of employment, exclusive of leaves of absence as specified in Article X.

- 9) Vacation Leave: Employees assigned to a 12-hour work schedule shall accumulate vacation on the same basis as specified for suppression employees in Article XI, Section 1.
- 10) Floating Holidays: Employees assigned to a 12-hour work schedule shall receive 36 hours of Floating Holidays.
- 11) Holiday Compensation:
- a) When working a scheduled holiday, employees assigned to a 12-hour work schedule shall receive one and one-half (1 ½) times straight pay plus 12 hours of straight pay.
  - b) When a holiday falls on an employee's scheduled day off, the employee shall receive 12 hours at straight pay for that day.
- 12) If an employee changes between schedules (12-hour or 24-hour), the accrual of paid benefits will be pro-rated and adjusted to the appropriate schedule.
- 13) All provisions of the collective bargaining agreement apply to employees assigned to a 12-hour work schedule except to the extent they are inconsistent with this Letter of Agreement.
- 14) Current members of the IAFF Local 2758 hired prior to January 1, 2009 shall not be forced into the 12 hour suppression work schedule. This does not prohibit these members from the opportunity to voluntarily bid on the 12 hour schedule.
- 15) This Letter of Agreement is subject to approval by the City Council.

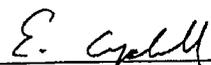
CITY OF WYOMING

Date: 11/19/13

By:   
Its: City Manager

WYOMING FIRE FIGHTERS  
ASSOCIATION

Date: 5-Nov-13

By:   
Its: President

Letter of Agreement

This Letter of Agreement ("LOA") is entered into between the City of Wyoming ("City") and the Wyoming Fire Fighters Association, IAFF Local 2758 ("Union") in conjunction with the Stipulated Act 312 Award in MERC Case No. L12 D-0624.

This LOA shall become effective on the date that the above-referenced Stipulated Act 312 Award is fully executed. Subject to Section F of this LOA, 1) this LOA shall remain continuously in effect until July 25, 2034; 2) this LOA shall be attached to and be a part of all collective bargaining agreements ("CBA") between the parties through July 25, 2034, and its terms shall apply notwithstanding any other provisions in those CBAs; and 3) neither party will pursue in negotiations or Act 312 proceedings any proposals to terminate or modify the LOA at any time prior to July 25, 2034.

A. The City agrees that it will not lay off any of the following employees, continuing to employ each of them as full-time fire fighters, until such time as he/she is eligible to retire from the City with normal retirement benefits and 30 years of pension service credit:

William J. Aman  
Lance L. Bowman  
Eric R. Campbell  
Kevin J. Clark  
Daniel R. Deppe  
Robert D. Drake  
Steven Dykema  
Gregory E. Friske  
George Hernandez  
Brian K. Ilbrink  
Joseph A. Jones  
Lacey A. Koens  
Troy P. Landis  
Daniel J. Royce  
Thomas J. Saladino  
Martin E. Schumacher  
Dirk A. Ubbink  
Dennis M. VanTassel  
Christopher A. Velzen  
Scott E. Vredevoogd  
Theodore R. Westerman  
Todd M. Yonkers

- B. The City agrees that it will not transfer any of the employees listed above from the Fire Department, or the Fire Division of a Public Safety Department, to any other City division or department.
- C. The City agrees that any promotions of the employees listed above will be made as follows no later than 60 days after the promotional vacancy occurs:
- a. While there are 15 or more of the employees listed above employed, there shall be at least one Fire Inspector, three Equipment Operators and three Lieutenants, with the remainder Firefighters.
- D. With respect to the employees listed above, the City agrees that it will not mandate police certification cross-training or the performance of any duties requiring same; as to other changes in duties, neither party waives any rights it may have. The City will allow voluntary police certification cross-training subject to the approval of the City Manager. Any employee that chooses to do so shall be immediately removed from the bargaining unit represented by the Union and transferred to the appropriate police or public safety bargaining unit, with such employee governed by the terms of the City's CBA with the appropriate police or public safety bargaining unit.
- E. This LOA does not affect in any way the City's rights under the CBA regarding discipline and discharge for just cause or the Union's rights under the CBA to grieve/arbitrate discipline and discharge. None of the employees listed above shall be demoted except as part of discipline for just cause, subject to the Union's rights under the CBA to grieve/arbitrate the same.
- F. Sections A and C of this LOA shall terminate and become null and void if, at any time on or after July 1, 2015, all of the following conditions exist:
- a. The fund balance of the City's General Fund as reported in the most recent CAFR is 10% or less of General Fund expenditures.
  - b. The City has laid off full-time, non-seasonal, non-probationary employees in another City department.
  - c. 100% of the Headlee-authorized General Fund, Police Fund, Fire Fund and Public Safety Fund millages have been levied.

CITY OF WYOMING

By: *C. J. P. H.*  
Its: *City Manager*

Date: *4.2.13*

WYOMING FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 2758

By: *E. Apple*

Date: *1-Apr-13*

APPENDIX A  
DUTY DISABILITY

Addition to the Pension Plan

(Section in ordinance to be determined) Any other special rules shall be set forth in the Schedule for the Member's Benefit Group.

Amendment to Schedule F, Fire Benefit Group

**(Section in ordinance to be determined) - Duty Disability - Special Rules.**

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

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

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

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

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

In computing the Member's minimum and maximum pension benefit for purposes of this Section, any workers' disability compensation benefits paid to the Member (see paragraph vi of this section), 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 58-105 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 October 19, 2009, 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.

**Appendix B**  
**CLASSIFICATION AND SALARY SCHEDULE**  
**FIRE**  
7/1/2015 - 2.25% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	19.94	24.49	49,770	61,127
30120	Firefighter - 24 Hour	F05	19.94	24.49	52,259	64,183
30110	Fire Equipment Operator	F10	20.80	25.57	54,513	67,014
30140	Fire Lieutenant	F15	22.01	27.15	57,684	71,155
30130	Fire Inspector	F20	23.77	29.36	49,442	61,069
30150	Fire Marshall	F25	27.38	33.66	56,950	70,013
30100	Fire Captain - Training Officer	F25	27.38	33.66	56,950	70,013
30160	Fire Battalion Chief	F30	29.98	36.44	62,358	75,795

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**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	19.94	20.76	21.61	22.52	23.45	24.49
F10	20.80	21.61	22.56	23.51	24.48	25.57
F15	22.01	22.96	23.89	24.94	26.02	27.15
F20	23.77	24.74	25.84	27.03	28.20	29.36
F25	27.38	28.51	29.74	30.96	32.26	33.66
F30	29.98	31.11	32.31	33.62	34.98	36.44

**BASIC ANNUAL WAGE SCHEDULE - FIRE**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	49,770.24	51,816.96	53,938.56	56,209.92	58,531.20	61,127.04
F05 - 24 Hour	52,258.75	54,407.81	56,635.49	59,020.42	61,457.76	64,183.39
F10	54,512.64	56,635.49	59,125.25	61,615.01	64,157.18	67,013.86
F15	57,683.81	60,173.57	62,610.91	65,362.75	68,193.22	71,154.72
F20	49,441.60	51,459.20	53,747.20	56,222.40	58,656.00	61,068.80
F25	56,950.40	59,300.80	61,859.20	64,396.80	67,100.80	70,012.80
F30	62,358.40	64,708.80	67,204.80	69,929.60	72,758.40	75,795.20

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.*

**Appendix B**  
**CLASSIFICATION AND SALARY SCHEDULE**  
**FIRE**  
7/1/2016 - 2.75% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	20.49	25.16	51,143	62,799
30120	Firefighter - 24 Hour	F05	20.49	25.16	53,700	65,939
30110	Fire Equipment Operator	F10	21.37	26.27	56,006	68,848
30140	Fire Lieutenant	F15	22.62	27.90	59,282	73,120
30130	Fire Inspector	F20	24.42	30.17	50,794	62,754
30150	Fire Marshall	F25	28.13	34.59	58,510	71,947
30100	Fire Captain - Training Officer	F25	28.13	34.59	58,510	71,947
30160	Fire Battalion Chief	F30	30.80	37.44	64,064	77,875

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**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	20.49	21.33	22.20	23.14	24.09	25.16
F10	21.37	22.20	23.18	24.16	25.15	26.27
F15	22.62	23.59	24.55	25.63	26.74	27.90
F20	24.42	25.42	26.55	27.77	28.98	30.17
F25	28.13	29.29	30.56	31.81	33.15	34.59
F30	30.80	31.97	33.20	34.54	35.94	37.44

**BASIC ANNUAL WAGE SCHEDULE - FIRE**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	51,143.04	53,239.68	55,411.20	57,757.44	60,128.64	62,799.36
F05 - 24 Hour	53,700.19	55,901.66	58,181.76	60,645.31	63,135.07	65,939.33
F10	56,006.50	58,181.76	60,750.14	63,318.53	65,913.12	68,848.42
F15	59,282.50	61,824.67	64,340.64	67,171.10	70,080.19	73,120.32
F20	50,793.60	52,873.60	55,224.00	57,761.60	60,278.40	62,753.60
F25	58,510.40	60,923.20	63,564.80	66,164.80	68,952.00	71,947.20
F30	64,064.00	66,497.60	69,056.00	71,843.20	74,755.20	77,875.20

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.

**Appendix B**  
**CLASSIFICATION AND SALARY SCHEDULE**  
**FIRE**  
7/1/2017 - 2.5% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	21.00	25.79	52,416	64,372
30120	Firefighter - 24 Hour	F05	21.00	25.79	55,037	67,590
30110	Fire Equipment Operator	F10	21.90	26.93	57,396	70,578
30140	Fire Lieutenant	F15	23.19	28.60	60,776	74,955
30130	Fire Inspector	F20	25.03	30.92	52,062	64,314
30150	Fire Marshall	F25	28.83	35.45	59,966	73,736
30100	Fire Captain - Training Officer	F25	28.83	35.45	59,966	73,736
30160	Fire Battalion Chief	F30	31.57	38.38	65,666	79,830

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**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	21.00	21.86	22.76	23.72	24.69	25.79
F10	21.90	22.76	23.76	24.76	25.78	26.93
F15	23.19	24.18	25.16	26.27	27.41	28.60
F20	25.03	26.06	27.21	28.46	29.70	30.92
F25	28.83	30.02	31.32	32.61	33.98	35.45
F30	31.57	32.77	34.03	35.40	36.84	38.38

**BASIC ANNUAL WAGE SCHEDULE - FIRE**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	52,416.00	54,562.56	56,808.96	59,205.12	61,626.24	64,371.84
F05 - 24 Hour	55,036.80	57,290.69	59,649.41	62,165.38	64,707.55	67,590.43
F10	57,395.52	59,649.41	62,270.21	64,891.01	67,564.22	70,578.14
F15	60,776.35	63,370.94	65,939.33	68,848.42	71,836.13	74,954.88
F20	52,062.40	54,204.80	56,596.80	59,196.80	61,776.00	64,313.60
F25	59,966.40	62,441.60	65,145.60	67,828.80	70,678.40	73,736.00
F30	65,665.60	68,161.60	70,782.40	73,632.00	76,627.20	79,830.40

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

*F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.*

**Appendix B**  
**CLASSIFICATION AND SALARY SCHEDULE**  
**FIRE**  
7/1/2018 - 2.25% Increase

CODE	CLASSIFICATION	RANGE	HOURLY		ANNUAL	
			Min.	Max.	Min.	Max.
30120	Firefighter - 12 Hour	F05	21.47	26.37	53,589	65,820
30120	Firefighter - 24 Hour	F05	21.47	26.37	56,269	69,110
30110	Fire Equipment Operator	F10	22.39	27.54	58,680	72,177
30140	Fire Lieutenant	F15	23.71	29.24	62,139	76,632
30130	Fire Inspector	F20	25.59	31.62	53,227	65,770
30150	Fire Marshall	F25	29.48	36.25	61,318	75,400
30100	Fire Captain - Training Officer	F25	29.48	36.25	61,318	75,400
30160	Fire Battalion Chief	F30	32.28	39.24	67,142	81,619

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**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour & 24 Hour	21.47	22.35	23.27	24.25	25.25	26.37
F10	22.39	23.27	24.29	25.32	26.36	27.54
F15	23.71	24.72	25.73	26.86	28.03	29.24
F20	25.59	26.65	27.82	29.10	30.37	31.62
F25	29.48	30.70	32.02	33.34	34.74	36.25
F30	32.28	33.51	34.80	36.20	37.67	39.24

**BASIC ANNUAL WAGE SCHEDULE - FIRE**

WAGE RANGE	A	B	C	D	E	F
F05 - 12 Hour	53,589.12	55,785.60	58,081.92	60,528.00	63,024.00	65,819.52
F05 - 24 Hour	56,268.58	58,574.88	60,986.02	63,554.40	66,175.20	69,110.50
F10	58,679.71	60,986.02	63,659.23	66,358.66	69,084.29	72,176.83
F15	62,139.17	64,786.18	67,433.18	70,394.69	73,461.02	76,632.19
F20	53,227.20	55,432.00	57,865.60	60,528.00	63,169.60	65,769.60
F25	61,318.40	63,856.00	66,601.60	69,347.20	72,259.20	75,400.00
F30	67,142.40	69,700.80	72,384.00	75,296.00	78,353.60	81,619.20

The employer may require new hires to progress through three steps before reaching the "A" Step. The rates of pay for the three steps shall be 85% of "A" Step, 90% of "A" Step, and 95% of "A" Step, respectively.

F20 - F30 Range based on annual 2,080 hours. F05 (24 Hour) - F15 Range based on 2,620.80 hours.