

**EMPLOYMENT CONTRACT**

**BETWEEN**

**POLICE OFFICERS LABOR COUNCIL  
WYOMING DIVISION**

**AND**

**CITY OF WYOMING**

**July 1, 2011 to June 30, 2014**

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## CONTRACT

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

### ARTICLE I

#### RECOGNITION

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

Section 2. Union Members. The collective bargaining unit shall be composed of all the police officers of the City, except those officers with the rank of Sergeant and above.

### ARTICLE II

#### RIGHTS OF THE CITY

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

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

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

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

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

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

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

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

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

(9) To establish work schedules.

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

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

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

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

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

### ARTICLE III

#### UNION REPRESENTATION

Section 1. Bargaining Committee. The City recognizes a Bargaining Committee not to exceed three employees plus one representative who is not an employee or such members as may be equal to the Bargaining Committee of the City. Each party shall furnish to the other a written list of the members of the Bargaining Committee. The Bargaining Committee shall represent the Union in meetings with the City for the purpose of collective bargaining.

Section 2. Committees - Time Off. In the event it is necessary for a member of the Executive Committee to act upon a grievance or other Union business during working hours and such grievance or business would interfere with the regular duties, a request shall be made to the Police Chief of such necessity prior thereto, who shall not unreasonably withhold the granting of such request. The City shall pay the Executive Committee members their regular rate of pay for time spent during their regular working hours involving grievances and collective bargaining in accordance with the provisions of this Contract. At the request of the Union, but

not more than once each month, the Union shall have the right to meet with the City on issues arising out of or pursuant to this Contract. The attorney representing the Union shall have reasonable access to the police station at all hours. The City may not refuse a request by any member of the Bargaining Committee to be transferred to the day shift for the days of Contract negotiations, irrespective of seniority and the employee's normal shift assignment, provided that the City may then transfer another person to fill the position.

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

The City will allow members to be absent for such purposes provided the absence does not exceed the number of employees authorized for vacation and floating holidays; however excluding this restriction, up to five (5) union members may attend the annual POLC conference. The City agrees to allow union members to use floating days or vacation time in order to attend the conference.

#### ARTICLE IV

##### UNION SECURITY

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

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

Section 3. Indemnification. The Union shall defend, indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability arising out of this Article and Article V.

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

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



Section 2. Checkoff Authorization. A properly executed copy of the written Checkoff Authorization Form for each employee for whom Union dues or service fees are to be deducted shall be delivered to the City's Human Resources Department before any payroll deductions are made. Deductions shall be made thereafter only under the written Checkoff Authorization Forms, which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the City.

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

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

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

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

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

Section 8. Agency Shop. As a condition of continued employment, all non-probationary employees included in the collective bargaining unit set forth in Article I, Section 1 shall either become members of the Union and pay to the Union the periodic, monthly dues uniformly required of all Union members or pay to the Union a monthly service fee. An employee shall be deemed to be in compliance with this Section after tendering the periodic dues or service fees to the Union and if the employee is not more than 60 days in arrears of payment of such dues or fees.

## ARTICLE VI

### HOURS OF WORK - OVERTIME

#### Section 1. Work Week

a) Eight Hour Employees. For employees assigned to an eight (8) hour schedule, the work week shall be eight (8) consecutive hours per day, five (5) consecutive days per week, except for scheduled shift changes, and forty (40) hours per week, as scheduled by the Police Chief.

b) Ten Hour Employees. For employees assigned to a ten (10) hour schedule, the work week shall be ten (10) consecutive hours per day, four (4) consecutive days per week, except for scheduled shift changes and forty (40) hours per week, as scheduled by the Police Chief. This paragraph (b) shall apply to employees assigned to the Patrol Division and those employees authorized by the Police Chief.

c) A schedule for each twenty-eight (28) days shall be posted up to three months in advance for work days, hours, days off and pass days. Time off taken for sick leave, vacation, holidays, or personal days shall be credited against the employee's accumulation according to the number of hours the employee is absent from the work schedule.

d) The City may change the work week schedule to other than those listed in this section by mutual agreement.

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

Section 3. Breaks. A thirty (30) minute lunch period and two breaks, each of fifteen (15) minutes duration, shall be a part of and included in the regular shift of police officers. For employees whose regular shift is in excess of eight (8) hours per day, five (5) additional minutes shall be allowed for each lunch period and break. There shall, however, be no additional pay in the event an officer is required to forego said lunch period and coffee breaks because of necessity. Every effort shall be made to allow the officer such lunch period and coffee breaks.

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

Section 5. Overtime Pay. Time and one-half shall be paid to all employees for any hours worked over eight (8) hours or those hours regularly scheduled otherwise in any one day (except for the normal twenty eight 28 day schedule shift change) or over forty (40) regular

hours in any one week. Overtime shall be paid in quarter (1/4) hour increments and to the nearest quarter (1/4) hour.

Whenever an employee is required to be in Court by subpoena served and there is no mileage reimbursement provided by the Court, the City shall pay the employee one (1) hour pay for each fifty (50) miles of travel required (prorated) to and from any area in the lower peninsula of the State of Michigan, provided the trip is over fifteen (15) miles one way. There shall be no pay for travel to the 62A District Court unless pre approved by the Chief of Police and travel is not from the employee's residence. There shall be no other pay for travel time. This provision shall not preclude payment for Court time.

Section 6. Compensatory Time. An employee may elect to take compensatory time off in lieu of payment for overtime worked, standby, and for holidays worked. Such time off in hours shall be as established for overtime, standby, and holiday pay. Time off shall be taken at the time mutually agreed between the City and the employee. There shall be no limit on the amount of compensatory time that an employee may accrue during a year. December 31 shall be designated as the cutoff date for logging compensatory time for each year. Any employee having more than eighty (80) hours of compensatory time as of said date, shall be paid at the current straight time rate for those hours over eighty (80), no later than January 31.

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

Section 8. Shift Changes. There shall be no change in shift in order to avoid the payment of overtime, but the City shall have the right to change an employee's shift in case of an emergency, sickness of any employee requiring time off and unscheduled vacations. The City shall, however, make reasonable efforts to obtain volunteers for such shift change. If there are

insufficient volunteers, selections shall be by inverse seniority. This Section shall not prohibit voluntary shift change by an employee during a twenty eight (28) day schedule.

Section 9. Shift Pay. Employees, who are regularly scheduled to start their tour of duty between the hours of 2:00 p.m. and 7:00 p.m., shall be paid an additional 45 cents per hour, and between the hours of 7:00 p.m. and 5:00 a.m., an additional 40 cents per hour. Employees working a ten (10) hour schedule and assigned to work the day shift, (shifts starting between 6:00AM and before 11:00AM) will be excluded from receiving shift premium. All other shifts shall receive the premium.

Section 10. Call Outs and Standby. An employee called to work on an assignment at any time other than a scheduled work shift shall be credited with three (3) hours at the regular hourly rate or with the actual hours worked, at one and one-half (1-1/2) times the hourly rate, whichever is greater, unless such time shall be continuous with a scheduled shift, in which case the employee shall be paid at the overtime rate only. The employee shall be released from duty upon completion of such assignment. An employee required to be on standby at the employee's place of residence, or such other location agreed to by the City and employee, shall be paid one (1) hour for each four (4) hours or fraction thereof required to be on standby.

Section 11. Overtime Computation. For the purpose of computing overtime, an employee, absent because of authorized sick leave with pay, jury leave or Court appearance with pay, holiday or vacation, shall be considered to have worked normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

Section 12. Emergency. In the event of the occurrence of a tornado, conflagration, riot or any other community emergency, declared as such by the City Council, Mayor or City Manager, an employee may be ordered to work overtime in order to secure the

peace, health, safety and welfare of the citizens and properties of the City, and shall be entitled to regular pay for hours worked on such occurrences unless the magnitude of the event would exhaust the City's budgetary capacity. In such cases there would be compensatory time off at such times as mutually agreed. The City in such emergency situations may utilize volunteers. This Section as concerns pay shall be subject to a forty five (45) day limit.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1. Definition. The term "grievance" shall mean any dispute between the City and the Union or between the City and any employee or employees arising out of the interpretation, application or administration of a specific Article or Section of this Contract or any rule or regulation subject to Article II, Section 1(11). Each grievance shall set forth the facts pertaining to the alleged violation and any pertinent Section of this Contract or any rule or regulation which is deemed violated.

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

Step 1. The aggrieved employee or the Grievance Chairman, if the grievance involves a group of employees or the Union, will present the grievance in writing to the Division Commander within 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 Commander shall give his answer in writing within ten (10) working days after the date the Commander receives the grievance; however, if the Commander fails to give his answer the grievance shall advance to Step 2.

Step 2. If the grievance is not settled in Step 1, it shall be signed and submitted by the employee or the Grievance Chairman to the Police Chief within ten (10)

working days after said Commander's decision is received. The Police Chief shall reply to the grievance in writing within ten (10) working days after the date the Police Chief receives the grievance; however, if the Police Chief fails to give his answer the grievance shall advance to Step 3.

Step 3. (a) 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 Police Chief. 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.

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

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 Union shall notify the City that it requests arbitration, and request a list of seven (7) arbitrators through the Federal Mediation and Conciliation Service (FMCS). A copy of the request shall be given to the City. Upon receipt of the list, the Union and the City shall alternately strike names from the list with the decision as to who is to strike first being decided by a flip of a coin. After six (6) names have been stricken, the remaining name shall be the arbitrator. The Union shall notify FMCS

of the selection. Arbitration shall be in accordance with the rules and procedures established by 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 and 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 VII, Section 2, are necessary for the processing of any grievance unless waived in writing by both parties. Working days shall mean Monday through Friday, excluding holidays.

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

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

## ARTICLE VIII

### SENIORITY AND LAYOFF

Section 1. Seniority Definition. Seniority shall be defined as:

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

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

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

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

- (1) Seniority shall be the principal and primary factor in determining shift preference for those police officers of the Union with more than two (2) years seniority as determined by Article VIII, Section 1(3).

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

- (3) No shift schedule shall exceed twenty eight (28) days.

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

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

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

Section 3. Probationary Period. The probationary period for each new employee shall be twelve (12) months. There shall be no extension of the probationary period unless the same is agreed to by the City and the employee. Written notice shall be given to the employee and the Union informing them of any extension of the probationary period. Any extension of the probationary period shall be for six (6) months or less. Each probationary employee shall be

entitled to all economic benefits as specified in the Contract. If the employee quits or is discharged during said probationary period the following benefits shall not be received: unused floating holidays, and accumulated sick days. The City shall not be bound by the provisions of this Contract for employees during their probationary periods, except on economic matters. The Union will not be bound to provide representation to probationary employees disciplined or discharged during the probationary period. Probationary employees may be terminated by the City for any reason, which termination shall not be grievable.

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

- (1) By voluntary termination for a period lasting thirty (30) days.
- (2) Discharged or terminated for just cause.
- (3) Failure to report for work during the first week following the expiration of an approved leave of absence unless excused by the City.
- (4) Absence from work for three (3) consecutive working days without notifying the City, unless excused by the City.
- (5) Layoff for lack of work for more than twelve (12) months.
- (6) Promotion to a position which excludes the employee from the Union, or retirement. In the event the employee, after having received a promotion, reverts to a position in the bargaining unit, seniority shall accrue as if the promotion has not occurred.

Section 5. Notice of Loss of Seniority. The employee (whenever possible) shall be notified within ninety (90) days that the seniority is lost with the reason given and a copy of the notice shall be filed in the employee's personnel file.

Section 6. Layoff. Whenever a reduction of the work force within the Department is necessary, probationary employees shall be laid off first and thereafter, those employees with the least seniority shall be laid off first, provided those employees with the higher seniority are able to perform the work. Recall shall be in the reverse order. Employees to be laid off shall be given at least twenty (20) work days prior notice. Employees to be recalled from layoff shall be given written notice by certified mail to their last known address, return receipt requested, or by personal notice. Notification shall be a minimum of one (1) calendar week prior to the date that the employee is required to report to work. The City shall continue to pay hospital-medical benefits through the first full calendar month after layoff. In lieu of being laid off, an employee may elect to be reduced in rank. At such time as there is a recall of employees laid off, then such employee having elected to take a different rank will be returned to the prior rank and all seniority in said rank shall be as if the employee was never laid off.

## ARTICLE IX

### PERSONNEL POLICIES

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

Section 2. Personnel Files. The parties agree that Act 397 of the Public Acts of 1978, as may be amended, shall govern access and review of the personnel records. Any request

to review a personnel file shall be in writing and submitted to the Police Chief. The City shall supply copies from personnel records to employees.

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

Section 4. Protective Vests. Protective vests shall be worn in accordance with departmental regulations.

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

Section 6. In cases of discharge or discipline, a representative of the City shall give notice within a reasonable time thereafter to the employee and to the President and the Union. The President shall receive notification through the departmental mailbox.

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

Section 8. In imposing any discipline on a current charge, the City will not take into account any prior infractions involving written reprimands which occurred more than two

(2) years previously. In the event any employee completes two (2) years of service without a disciplinary action, written reprimands over two (2) years old shall be permanently removed from the personnel file.

Section 9. The POLC representative and President of the Union are entitled to receive a copy of information which is directly related to the disciplinary action taken against an employee if there is a grievance filed and the grievance is advanced to Step 4 of the grievance procedure. The request for information must be directly related to the disciplinary action and be for specific documents, records, or witness statements. The request must be given to the Chief of Police. Neither the Union nor the grievant shall retaliate against any employee or other party who provides information or is a witness in the investigation as a result of the information being released.

Section 10. Written notice of disciplinary action or discharge shall cite the specific rules and regulations, appropriate laws and any Sections of the Wyoming Code which the employee is alleged to have violated.

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

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

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

(2) Upon the request of the employee for Union representation, such request shall be granted and the Union shall provide such representation. When such

representation has been requested, no questioning shall commence until the Union representative is present.

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

## ARTICLE X

### LEAVE OF ABSENCE AND SICK LEAVE

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

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

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

(3) Employees shall receive one (1) full hour pay for each two (2) hours of accumulated sick leave upon termination of employment, retirement or death, after ten (10) years of employment.

(4) Subject to discretionary approval by the Police Chief, whenever an unusual or emergency situation exists involving the health or well-being of a member of the employee's immediate family, sick leave may be granted for a period not to exceed five (5) days. Immediate family shall mean the father, mother, stepparent, brother, sister, stepbrother, stepsister, grandparent, spouse, child, father-in-law, mother-in-law, brother-in-law, sister-in-law and stepchild.

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

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

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

(8) When an employee requests time off to obtain professional personal medical or dental care, the employee shall not be charged sick leave if the time off the job is two (2) hours or less. Regardless of the above language, the employee shall make every effort to schedule foreseeable medical and dental appointments for nonworking hours.

Section 3. Bereavement. Days off for death in family for funeral arrangements or services shall be granted as follows:

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

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

(2) Subject to discretionary approval of the Department Head, an employee may be granted time off with pay (may use sick time, vacation time, floating holiday or compensatory time) for the purposes as stated in Subsection (1) for relatives who were closely associated with the employee or the employee's spouse, and to attend the funeral services of an employee or former employee of the City.

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

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

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

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

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

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

received under workers' compensation benefits and net salary or wage. For a period of two (2) years from the date an employee is off work under workers' compensation, in addition to the benefits stated above, such employee shall receive life insurance and health insurance benefits pursuant to this contract. If any automobile no fault supplement is simultaneously being paid by the City to the employee, such payments shall be credited towards the City's obligation under this section. If an employee is released to return to work by a doctor with work restrictions, and is unable to perform any work offered by the City, any subsequent lost work days will be covered only to the extent of that number of days or weeks remaining from the original fifty two (52) week benefit period. Should said employee suffer a new injury while working on restricted duty, the employee would be entitled to a full fifty two (52) week benefit period. For employees receiving a worker's compensation supplement as of the date that this agreement is approved by the City Council, the fifty two (52) week period shall commence on the date of such approval.

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

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

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

required by State or Federal law. The only benefit which shall continue during the leave of absence shall be seniority.

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

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

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

## ARTICLE XI

### 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 XII

VACATIONS

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

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

(2) Vacation shall be earned as follows: one (1) through four (4) years – eighty (80) hours. For each year thereafter, eight (8) additional hours per year until the total of one hundred and sixty (160) hours has been reached. Credits for vacation shall be made as of January 1 of each year.

(3) Unused vacation from the prior year may be carried over and accumulated up to a maximum of three (3) years of the employee’s annual entitlement. This shall include conversion of sick leave hours to vacation leave. This bank is called the “new bank.” An employee who as of January 1, 2012, has accumulated more than the maximum allowable accumulation shall have the excess vacation hours recorded in an “old bank.” The employee shall not be permitted to accumulate additional vacation hours in the “old bank” after January 1, 2012. The employee may use the “old bank” for vacation purposes after exhausting the “new bank,” or shall be paid for the remaining balance at termination of employment.

Beginning January 1, 2013 an employee who accumulates more than the maximum allowable new bank as a result of earning additional vacation hours at the start of the calendar year shall be given until April 30 to use the excess hours or will forfeit the excess hours.

Vacation Accumulation Illustration:

| Employee | Annual Vacation | Maximum Allowed | Balance 12/31/11 | Earned 01/01/12 | Total 12/31/11+ 01/01/12 | Excess | New Bank | Old Bank |
|----------|-----------------|-----------------|------------------|-----------------|--------------------------|--------|----------|----------|
| A        | 160             | 480             | 400              | 160             | 560                      | 80     | 480      | 80       |
| B        | 160             | 480             | 100              | 160             | 260                      | 0      | 260      | 0        |
| C        | 152             | 456             | 424              | 152             | 576                      | 120    | 456      | 120      |

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

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

(6) If an employee has accumulated one (1) full year's vacation entitlement, such employee may request pay for one-half (1/2) of one (1) year's entitlement once a year.

(7) An employee may transfer up to two (2) vacation days to use as floating holidays. An election to transfer floating holidays must be made by July 1 of the City's fiscal year. Floating holidays shall be used in accordance with Article XIII, Section 1.

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

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

Section 4. Conversion of Sick Leave. Subject to scheduling approval of the Police Chief, once during each fiscal year, eighty hours (80) hours of such leave may be converted to additional vacation for employees with more than five (5) years of service with the City and more than four hundred (400) hours of accrued sick leave.

### ARTICLE XIII

#### HOLIDAYS

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

- New Year's Day
- Good Friday
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- The day following Thanksgiving
- The day before Christmas
- Christmas
- The day before New Year's Day
- Two (2) floating holidays

Said floating holidays shall be used during the fiscal year or be lost and shall be subject to the approval of the Police Chief if a request is made no less than eight (8) days before the time requested. The Employer shall permit at least two (2) employees per shift to take a floating holiday, except that the Police Chief shall determine an eight (8) week period occurring between June 1 and September 15 in which one (1) employee per shift may take a floating holiday. An employee may use floating holidays one-half (1/2) day at a time.

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

(1) When working, one and one half (1-1/2) times straight pay plus eight (8) hours (ten (10) hours for employees working a ten (10) hour schedule) straight pay, or compensatory time as provided in Article VI, Section 6.

(2) When a holiday falls on an employee's scheduled day off, the employee shall receive eight (8) hours (ten (10) hours for employees working a ten (10) hour schedule) straight pay for that day or compensatory time.

(3) For those employees whose workweek is normally Monday through Friday, if a holiday falls on a Saturday, then Friday shall be observed, and if a holiday falls on a Sunday, then Monday shall be observed. If an employee whose workweek is normally Monday through Friday is required to work on the actual holiday, then Section 2(1) shall apply.

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

#### ARTICLE XIV

##### INSURANCE

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

1.) The benefits provided under the City's sponsored plan, which shall be at least those in effect January 1, 2011; and,

2.) The prescription co-pay shall be \$10 for generic drugs and \$30 for name brand drugs, and the office visit co-pay shall be \$10. Co-pays for using a specialist shall be \$20

(unless the specialist is the 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 2 imaging co-pays per year).

Section 2. Dental and Vision. The City shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the City's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect January 1, 2011.

Section 3. Life Insurance. The City shall provide each full-time employee with life insurance in the amount of \$35,000.00. The City may be the insurer.

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

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

Section 6. New Insurance Plan. The City shall have the right to change to another insurance carrier or health plan providing the coverage shall be generally equivalent to

the coverage listed above and the Bargaining Committee of the Union has the 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 grievance and arbitration procedure.

Section 7. Health Insurance Opt Out. Employees may opt out of the City's health plan (excluding dental and vision) and receive \$100 each payroll period in lieu of the health benefit. An employee who opts out of the plan may not be covered in the plan as a spouse or dependent. An employee who opts out and loses health care coverage through no fault of his or her own will be permitted to reenter the plan at the time coverage is lost. Opt out is subject to plan requirements.

Section 8. Employee Health Insurance Contribution. Effective August 15, 2011 employees shall contribute fifteen percent (15%) toward the cost of their premium for health insurance. Effective July 1, 2013 employees shall contribute twenty percent (20%) toward the cost of their health insurance. The premium shall be that recommended by the City's Third Party Administrator (TPA) or insurer as applicable. The Employee contribution may be paid on a pre-tax basis through the Employer's flex plan.

Section 9. Flexible Benefits. Employees are eligible to participate in the City's Flexible Spending Plan in accordance with the terms and conditions of the Summary Plan Description.

## ARTICLE XV

### WAGE AND PAY POLICIES

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

July 1, 2011: No increase

July 1, 2012: No increase

July 1, 2013: Wage increase shall be no less than 1.0% nor greater than 3.0% of the employee's hourly wage based on the C.P.I. – All Urban consumers (U.S. Average) for the period from January through December of the preceding calendar year.

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

Section 2. Mileage. The City shall pay mileage to employees for the use of employee-owned vehicles on City business at such figures established by the City Council but no less than 20 cents per mile. An employee shall only be entitled to payment for the use of a vehicle when authorized prior thereto by the Police Chief or the City Manager.

Section 3. Uniform Allowance. The City shall provide uniforms for uniformed employees and a cleaning allowance of \$350.00 per year. Officers not in uniform shall be given \$575.00 per year for clothing and cleaning. These shall be paid quarterly and prorated upon termination. These payments shall be considered retrospective. All uniforms shall belong to the City.

Section 4. Optical. The City will pay for the cost of replacement of standard prescription lenses and frames damaged or broken in the line of duty with reimbursement for frames not to exceed \$75.00. An employee who receives reimbursement under this provision shall not be eligible for reimbursement for the same claim under the optical program.

## ARTICLE XVI

### EMPLOYMENT, PLACEMENT AND PROMOTION

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

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

Section 3. Vacancies. In order to provide advancement opportunity, when vacancies exist, the City will provide the Union with a list of such vacancies indicating the title, description of duties, basic personnel requirements, work schedule, rate of pay and other qualifications for the position. An interested employee may make application for such vacancy within three days of the giving of such notice by filing with the Human Resources Department a statement which shall list the employee's qualifications. Placement and advancement shall be at the City's discretion. The City shall consider the employee's experience, work history, qualifications and seniority when filling vacancies. Whenever a vacancy exists, which could be

filled by promoting a police officer of the City and City is considering a person who is not an employee of the City, the City shall promote the said police officer if the person being considered and the police officer have substantially the same qualifications.

Section 4. Safety Policy. To promote the general welfare and safety of the employees, the City shall work with the Union in establishing a general safety policy for the employees of the City in all phases of employment, including the use of vehicles and machinery and the environs in which they are employed.

Section 5. Temporary Assignments. Whenever an employee is assigned to a position involving duties of a higher classification or higher rank, or is assigned as a temporary detective, juvenile officer, vice officer or polygraph operator, for a period of four hours or more of any one work day, such employee shall be paid an additional five (5) percent of the employee's base pay for such time assigned. The pay of an employee presently assigned as a temporary detective, juvenile officer, or vice officer shall be maintained while so assigned, provided, however, that any such employee so assigned shall receive a minimum of five (5) percent over such employee's base classification pay while so assigned. Any police officer assigned to the investigative division hereafter will be assigned for a period not to exceed two years. A police officer who is ending a two (2) year assignment in the investigative division may submit a written request to the Chief of Police for an additional assignment. A police officer may make such request at the end of each two-year assignment in accordance with the posted notice indicating the vacancy. However, the maximum continuous assignment in the investigative division shall be six (6) years. After completing a six (6) year assignment, an employee must work outside the division for two years before a new request will be considered.

Section 6. Educational Courses Initiated by Employee. Formal courses for college credit must be directly related to the employee's job classification. To be eligible for

reimbursement of such courses, a request must be submitted in writing to the Department Head and approved by the City Manager, prior to enrollment:

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

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

(3) No other expenses will be reimbursed.

ARTICLE XVII

STRIKES AND ILLEGAL ACTIVITY

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

ARTICLE XVIII

LONGEVITY

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

|                  |            |
|------------------|------------|
| 5 or more years  | \$600.00   |
| 10 or more years | \$700.00   |
| 15 or more years | \$800.00   |
| 20 or more years | \$900.00   |
| 25 or more years | \$1,000.00 |

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

ARTICLE XIX

PENSION SYSTEM, RETIREE HEALTH INSURANCE AND DENTAL

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

Section 2. An employee who retires on or after September 6, 2005 and receives a pension under the Wyoming Pension System shall have the City pay for medical coverage (or other such carrier that the City has), including dental, the following amounts: Until the retiree reaches age 60, the benefit will be \$15.00 per month; for employees who retire on or after September 4, 2007 the benefit shall be \$20.00 per month for each year of employment with the City not to exceed 30 years, payable monthly beginning with the date of retirement; after the retiree reaches age 60, the benefit will be the fully paid lifetime benefit for retiree and spouse which is provided to the command officers. Provided, further, that any employee who is retired and is receiving or can receive medical coverage generally equivalent to the City's plan from his or her employment or the employment of his or her spouse shall not be paid any monies toward the City's plan during such times that said spouse is or could be eligible or said employee is or could be eligible. Employees for whom the City shall make the payments described in this Section may not select among the various types of insurance coverage but must take the package as a whole. The City's obligation to make the payments described in this Section shall cease upon the failure of any retiree to pay the difference, if any, between the amount contributed by the City and the actual cost of such insurance coverage.

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

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

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

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

Section 3. Pension. There shall be a 30 year maximum benefit. For employees retiring after July 1, 2001, the multiplier shall be 2.5%. Effective July 2, 2001, employees shall contribute by payroll deduction 1.59% of their gross pay for this increased benefit. For employees retiring after September 4, 2007, the multiplier shall be 2.7%. Effective September 4, 2007, employees shall contribute by payroll deduction an additional 2.0% of their gross pay for this increased benefit. Duty related disability provisions are provided under the pension code Amendment to Schedule D, 91.40(6)(c).

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

Section 4. Benefit Coordination. For those employees who retire on or after February 25, 2000, any payments under the pension plan shall be coordinated pursuant to MCL 418.354 of the Workers' Disability Compensation Act, except that an employee who is receiving a duty disability benefit and has not reached age 50 shall have any Workers' Compensation benefit coordinated so that the combination of retirement benefit and Workers' Compensation benefit is equal to 100% of the employee's net (take home) salary or wage at the time of retirement. Effective as soon as administratively practical following February 25, 2000, the City's pension code shall be modified to incorporate the provisions of the previous sentence, and Appendix B of the Agreement shall be revised accordingly.

Section 5. Defined Contribution Plan. An employee is eligible to participate in the defined contribution plan if 1) the employee starts employment with the City after September 4, 2007 and is not eligible to be enrolled in the City's defined benefit plan (as set forth in the City of Wyoming Retirement System) because of previous employment with the City, or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's sponsored defined contribution plan. An employee must complete one year of service to be eligible for benefits under the plan.

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

Section 6. Defined Contribution Plan Retiree Health Insurance. An employee shall be eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after September 4, 2007 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the

City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums.

The City 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 Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 4% flat rate City contribution. Participants in the PEHP shall be subject to the terms and conditions of the plan as established by the City. An employee who is eligible to participate in the PEHP shall not be eligible to participate in the City's retiree medical plan (as set forth in Chapters 58 and 59 of the City's Code of Ordinances); but will be eligible to purchase the group health coverage the City makes available to active employees and other retirees. Plan rules and regulations for the PEHP are solely governed by Chapter 59, Article II of the City's Code of Ordinances and the PEHP plan administrator.

In the event of a duty death, the employee's spouse and eligible dependents shall have their City sponsored health, dental, and vision insurance paid for by the City for five (5) years. The City's insurance shall be secondary to Medicare. City sponsored insurance shall be coordinated with any other insurance the spouse or eligible dependents are able to obtain.

## ARTICLE XX

### PATROL DIVISION PROVISIONS

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

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

## ARTICLE XXI

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

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

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

Accordingly, the Employer wants to state clearly its policy so that present and future employees understand our objectives: to remove problems associated with illegal drugs and alcohol abuse from our workplace, either through treatment, cessation of use or termination of employment. Our policy is as follows:

#### I. DRUG-FREE AWARENESS PROGRAM

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

#### II. ASSISTANCE TO EMPLOYEES IN OVERCOMING ALCOHOL OR DRUG ABUSE

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

To assist employees in obtaining early voluntary treatment, the Employer refers such employees to an Employee Assistance Program ("EAP"). The EAP is an assessment, counseling and referral service for employees with substance abuse problems. The Employer also provides an insurance plan to full-time employees to help pay for treatment. Finally, the Employer offers a variety of leave options for full-time employees who need time off work for treatment of substance abuse problems. To ensure that these benefits are available, however, employees must

voluntarily seek help. These benefits may not be available to employees who do not seek help on their own.

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

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

### III. APPLICATION

The Policy applies to all employees.

For purposes of this Policy:

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

Policy; and any other substance which affects or may affect the employee's ability to competently or safely perform.

- "Under the influence" of any prohibited substance means any 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.

#### IV. AUTHORIZED USE OF PRESCRIBED MEDICINE

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

#### V. PROHIBITIONS

The Employer's Policy prohibits the:

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

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

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

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

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

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

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

## VI. IMPLEMENTATION AND ENFORCEMENT OF POLICY

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

A. Testing. Employees or applicants for employment may be required to submit to substance testing, including, but not limited to, urinalysis, blood tests, plasma tests, or breath tests for the drugs specified in the Department of Health & Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs ("HHS Guidelines") and any amendments to the HHS Guidelines in effect at the time of the testing:

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

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

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

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

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

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

B. Searches. Employees, while on Employers premises, are required to submit to searches of their persons, vehicles, lunch boxes, personal effects, desks or similar repositories, etc., when the Employer has a reasonable suspicion that the employee has ingested, possesses or has distributed a prohibited substance.

## VII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

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

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

## VIII. LAST CHANCE AGREEMENT

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

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

1. The employee acknowledges in writing that he/she has a substance abuse problem;
2. The employee successfully completes a rehabilitation program prescribed under the Employee Assistance Program;
3. The employee agrees in writing to submit to random testing or search for the remainder of his/her employment; and
4. The employee is subject to automatic discharge for any violation of Last Chance Agreement or this Policy while on the Last Chance Agreement and waives the right to grieve such discharge.

IX. CONDITION OF EMPLOYMENT

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

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

X. REVIEW OF PROGRAM

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

XI. OTHER PROGRAMS

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

XII. RECEIPT

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (printed)

## ARTICLE XXII

### TERMS OF CONTRACT AND EFFECTIVE DATES

Section 1. Term of Contract. This Contract shall remain in effect until June 30, 2014. It shall automatically be renewed from year to year, unless one of the parties notifies the other party in writing 120 days prior to the expiration date that it desires to modify this Agreement. The conditions of employment, including wages and benefits shall remain in effect, provided the Union files consistent with Act 312 until and at such time as a new Agreement is negotiated or arbitrated.

Section 2. Effective Dates. All provisions of this Contract shall become effective July 1, 2011 and remain in effect through June 30, 2014, unless otherwise stated. Nothing in this Agreement shall be retroactive unless specifically stated herein.

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

Section 4. Emergency Financial Manager. An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act may reject,

modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE XXIII

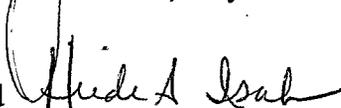
APPLICATION OF AGREEMENT

Section 1. Separability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a replacement for the provision held invalid.

CITY OF WYOMING

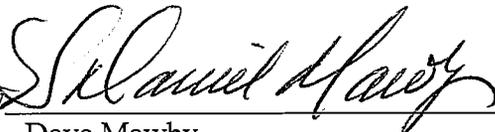
Dated Sept 6, 2011

By   
Jack A. Poll, Mayor

And   
Heidi Isakson, City Clerk

POLICE OFFICERS LABOR COUNCIL  
WYOMING DIVISION

Dated SEPT. 1, 2011

By   
Dave Mawby  
President

And   
Will Keizer  
Police Officers Labor Council

APPENDIX A

DUTY DISABILITY

Addition to the Pension Plan

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

Amendment to Schedule D (Police Non-Supervisory)

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

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

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

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

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

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

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

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

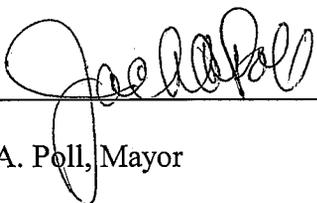
(vi) For those employees who retire on or after February 25, 2000, any payments under the pension plan shall be coordinated pursuant to MCL 418.354 of the Workers' Disability compensation Act, except that an employee who is receiving a duty disability benefit and has not reached age 50 shall have any Workers' Compensation benefit coordinated so that the combination of retirement benefit and Workers' compensation benefit is equal to 100% of the employee's net (take-home) salary or wage at the time of retirement.

LETTER OF UNDERSTANDING

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

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

CITY OF WYOMING

By  \_\_\_\_\_  
Jack A. Poll, Mayor

POLICE OFFICERS LABOR COUNCIL  
WYOMING DIVISION

By  \_\_\_\_\_  
Will Keizer, Labor Representative

## MEMORANDUM OF UNDERSTANDING

### (Public Safety)

The **CITY OF WYOMING** (Employer) and the **POLICE OFFICERS LABOR COUNCIL WYOMING DIVISION** (Union) agree to the following changes to job duties and the work schedule in the event the City implements a Public Safety Department:

- 1) Public Safety Department shall mean a joint combination of police and fire services.
- 2) The City reserves its right to restructure or reorganize the department in any manner necessary to implement a Public Safety department. Prior to the implementation of any change, the City shall give the Union at least thirty (30) days notice to review the same and to submit its comments to the City.
- 3) The City may implement a twelve (12) hour work schedule to be worked in seven (7) twelve (12) hour shifts in a fourteen (14) day period, except for scheduled shift changes. The City may change the work week schedule by mutual agreement.

A schedule for each twenty eight 28 days shall be posted up to three months in advance for work days, hours, days off and pass days. Time off taken for sick leave, vacation, holidays, personal days or compensatory time shall be credited against the employee's accumulation according to the number of hours the employee is absent from the work schedule.

Time and one-half shall be paid to all employees for any hours worked over those hours regularly scheduled in any one day (except for the normal 28 day schedule shift change), hours worked on a scheduled pass day or over eighty four (84) hours in a fourteen (14) day cycle.

#### Holiday Compensation.

Full-time employees shall be compensated as follows when working a twelve (12) hour schedule:

- (a) When working, one and one-half (1-1/2) times straight pay plus twelve (12) hours at straight pay or compensatory time as provided in Article VI, Section 6.
  - (b) When a holiday falls on an employee's scheduled day off, the employee shall receive twelve (12) hours at straight pay for that day or compensatory time as provided in Article VI, Section 6.
  - (c) Floating holidays shall be paid on the basis of twelve (12) hours a day.
- 4) Employees who perform fire suppression duties will be required to be trained at a minimum level of Fire Fighter I and pass physical fitness standards in accordance with the National Fire Prevention Association (NFPA). Employees who perform medical response will be required to be trained as a Medical First Responder. An employee hired before the

implementation of the Public Safety model who fails to pass the NFPA physical standards may continue to serve as a Police Officer provided the employee is qualified under MCOLES.

- 5) Upon implementation of the Public Safety model, employees fully qualified to perform both police and fire duties shall receive an additional two percent (2%) added to the base pay of the employee's classification.
- 6) This memorandum of understanding is subject to approval by the City Council.

CITY OF WYOMING

Date: 9-6-11

By:   
Jack A. Poll  
Its: Mayor

POLICE OFFICERS LABOR COUNCIL –  
WYOMING DIVISION

Date: 9-1-11

By:  POLC  
Will Keizer  
Labor Representative

POLICE OFFICERS

JULY 1, 2011 0.0 Increase

| CLASS CODE | CLASSIFICATION   | RANGE | HOURLY |       | MONTHLY  |          | ANNUAL   |          |
|------------|------------------|-------|--------|-------|----------|----------|----------|----------|
|            |                  |       | Min.   | Max.  | Min.     | Max.     | Min.     | Max.     |
| 20300      | Police Officer   | P30   | 25.36  | 30.47 | 4,395.73 | 5,281.47 | \$52,749 | \$63,378 |
| 20010      | Police Corporal  | P36   | 28.26  | 33.32 | 4,898.40 | 5,775.47 | \$58,781 | \$69,306 |
| 20020      | Police Detective | P36   | 28.26  | 33.32 | 4,898.40 | 5,775.47 | \$58,781 | \$69,306 |

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

| WAGE RANGE NUMBER | A     | B     | C     | D     | E     | F     | 85% of A | 90% of A | 95% of A |
|-------------------|-------|-------|-------|-------|-------|-------|----------|----------|----------|
|                   |       |       |       |       |       |       | 1        | 2        | 3        |
| P30               | 25.36 | 26.21 | 27.24 | 28.26 | 29.31 | 30.47 | 21.57    | 22.83    | 24.10    |
| P36               | 28.26 | 29.31 | 30.47 | 31.42 | 32.37 | 33.32 | 24.03    | 25.43    | 26.85    |

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.

% FOR PAY INCREASE 1.0150

| WAGE RANGE NUMBER | A     | B     | C     | D     | E     | F     | 1     | 2     | 3     |
|-------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|                   |       |       |       |       |       |       | 1     | 2     | 3     |
| P30               | 25.74 | 26.60 | 27.65 | 28.68 | 29.75 | 30.93 | 21.89 | 23.17 | 24.46 |
| P36               | 28.68 | 29.75 | 30.93 | 31.89 | 32.86 | 33.82 | 24.39 | 25.81 | 27.25 |

CLASSIFICATION AND SALARY SCHEDULE

POLICE OFFICERS

JULY 1, 2012 0.0 Increase

| CLASS CODE | CLASSIFICATION   | RANGE | HOURLY |       | MONTHLY  |          | ANNUAL   |          |
|------------|------------------|-------|--------|-------|----------|----------|----------|----------|
|            |                  |       | Min.   | Max.  | Min.     | Max.     | Min.     | Max.     |
| 20300      | Police Officer   | P30   | 25.36  | 30.47 | 4,395.73 | 5,281.47 | \$52,749 | \$63,378 |
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|                   |       |       |       |       |       |       | 1        | 2        | 3        |
| P30               | 25.36 | 26.21 | 27.24 | 28.26 | 29.31 | 30.47 | 21.57    | 22.83    | 24.10    |
| P36               | 28.26 | 29.31 | 30.47 | 31.42 | 32.37 | 33.32 | 24.03    | 25.43    | 26.85    |

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% FOR PAY INCREASE 1.0150

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|-------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
|                   |       |       |       |       |       |       | 1     | 2     | 3     |
| P30               | 25.74 | 26.60 | 27.65 | 28.68 | 29.75 | 30.93 | 21.89 | 23.17 | 24.46 |
| P36               | 28.68 | 29.75 | 30.93 | 31.89 | 32.86 | 33.82 | 24.39 | 25.81 | 27.25 |