

**EMPLOYMENT CONTRACT**

**BETWEEN**

**WYOMING CITY EMPLOYEES UNION**

**AND**

**CITY OF WYOMING  
62-A DISTRICT COURT  
AND  
WYOMING HOUSING COMMISSION**

**July 1, 2008 through June 30, 2012**

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## CONTRACT

This Contract entered into by and between the "Employer," as defined below, and the Wyoming City Employees Union, hereinafter referred to as "Union."

"Employer," as used in this Contract, is defined to include the City of Wyoming, the 62-A District Court, and the Wyoming Housing Commission.

### ARTICLE I

#### UNION RECOGNITION

Section 1. Union Recognition. The Employer recognizes the Union as the exclusive collective bargaining representative of all employees as defined in Section 2 for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment.

Section 2. Bargaining Unit. The collective bargaining unit is composed of all employees of the Employer, excluding fire and police personnel covered under other contracts and the following:

- (1) Any person who holds an elective or judicial office.
- (2) Any person who is designated as a department head or division head and any person having authority to recommend effectively the hiring, disciplining, and discharging of employees.

- (3) The following classifications:

- Accountant
- Administrative Aide
- Administrative Aide (City Manager)
- Administrative Assistant
- Assistant to the City Manager
- Administrative Intern
- Administrative Secretary I
- Administrative Secretary II
- Assistant Director of PW-Engineering

Assistance Director of PW-Maintenance  
Chief Building Inspector  
Chief of Police  
City Assessor  
City Clerk  
City Engineer  
City Manager  
City Planner  
City Treasurer  
Civil Engineer  
Contracts and Procurement Supervisor  
Court Administrator  
Court Recorder  
Deputy Assessor  
Deputy City Clerk  
Deputy City Manager  
Deputy City Treasurer  
Deputy Court Administrator  
Deputy Director of Public Works  
Deputy Finance Director  
Deputy Fire Chief  
Director of Administrative Services  
Director of Human Resources  
Director of Information Technology  
Director of Parks and Recreation  
Director of Planning and Development  
Director of Public works  
Director of Utilities  
Economic Development Coordinator  
Engineering Manager  
Environmental Services Supervisor  
Facilities Coordinator  
Finance Director/Comptroller/Internal Auditor  
Fire Chief  
Housing Director  
Human Resources Coordinator  
Human Resources Supervisor  
Information Systems Supervisor  
Laboratory Services Manager  
Magistrate  
Motor Pool Supervisor  
Office Manager  
Parks Supervisor  
Principal Planner  
Public Works Supervisor

Recreation Activities Coordinator  
Recreation Programmer I  
Recreation Programmer II  
Recreation Supervisor  
Risk Control Supervisor  
RSVP Coordinator  
Senior Accountant  
Senior Citizens Leader  
Senior Citizens Director  
Senior Civil Engineer  
Shop Foreman  
Sports Coordinator  
Technical Support Supervisor  
Therapeutic Recreation Specialist  
Utility Billing Supervisor  
Utilities Engineer  
Utility Laboratory Supervisor  
Utility Maintenance Supervisor  
Utility Operations Supervisor  
Utility Plant Superintendent

(4) All persons employed under the 21<sup>st</sup> Century Learning Grant, including, but not limited to, Site Coordinators and Group Leaders.

## ARTICLE II

### RIGHTS OF THE EMPLOYER

Section 1. The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished in this Contract, and are consistent with the terms of this Contract, are reserved to and remain vested in the Employer, including the following:

(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, improve, and determine the number, location, and type of facilities and installations;

(4) To hire and assign employees;

(5) To permit employees not included in a bargaining unit to perform bargaining unit work when it is necessary for the conduct of municipal services; provided, however, that before exercising this Subsection the Employer will meet with the Union;

(6) To direct the work force, assign work, and determine the number of employees assigned to any particular job, shift, or operation;

(7) To establish, change, combine, or discontinue job classifications and to determine wage rates, provided that prior to any implementations, the Union shall have the right to review the same with the Employer and, if no agreement is reached, the Union may only grieve the question of reasonableness;

(8) To schedule the time for shifts, taking lunch periods and rest breaks;

(9) To discipline and discharge employees for just cause;

(10) To adopt, revise, and enforce rules after review by the Union;

(11) To carry out cost and general improvement programs;

(12) To transfer or demote employees from one classification, Department, or shift to another for just cause, provided that the Union must be notified at least ten (10) working days prior to any action being taken. In case of emergency involving the health, safety, and welfare of the Employer, the notice requirement may be waived by the Employer;

(13) To promote or transfer employees to supervisory, administrative, or other positions, provided that three (3) days prior to the promotion or transfer, the job title shall be posted in each department;

(14) To limit the number of overtime hours.

### ARTICLE III

#### UNION REPRESENTATION

Section 1. Bargaining Committee. The Employer recognizes a Bargaining Committee not to exceed four (4) Union employees plus one (1) member who is not an employee, which Committee shall represent the Union in meeting with the Employer for the purpose of collective bargaining. The names of the members shall be furnished in writing to the Director of Human Resources. No more than one (1) employee from any Department shall be on the Bargaining Committee. The parties agree that in interpreting the meaning of "Department" in this section, Department shall in general mean a functional unit in which the absence of more than one (1) employee can have an effect on the operations of that functional unit. This shall not be used to interpret the meaning of Department in any other Section of this Agreement.

Section 2. Grievance Committee. The Employer recognizes a Grievance Committee not to exceed three (3) Union employees, which Committee shall represent the Union in grievances with the Employer. The names of the members shall be furnished in writing to the Director of Human Resources. No more than one (1) member from any Department shall be on the Grievance

~~Committee. The Grievance Committee shall have the right to summon any member from any Department which is involved in the grievance for the purpose of assisting any member of the Grievance Committee, subject to Section 3.~~

Section 3. Committee - Time Off. An employee who is contemplating or desires to file a grievance may meet with the Grievance Chairman (or in the absence of the Grievance Chairman, the designee) during working hours with pay for the purpose of discussing such grievance. Prior to such meeting, requests by both the Grievance Chairman and the employee shall be made to their respective Department Head or Supervisor. The Department Head or Supervisor shall not unreasonably withhold granting such request. After the employee and the Grievance Chairman have completed their discussion, they shall return to work promptly and report to the Department Head or Supervisor where feasible.

The Bargaining Committee shall be allowed time off with pay for all bargaining sessions. The Executive Committee shall meet with pay with the Personnel Director once a month for one (1) hour. Wherever possible, advance notice by each member of the Executive Committee shall be given to the Department Head or Supervisor.

Section 4. Contract Interpretation. The Union may designate eight (8) employees, one (1) from City Hall, one (1) from Parks, one (1) from Public Works, one (1) from each utility plant, one (1) from housing, one (1) from the Police Building, and one (1) from Courts, which employees shall be allowed time during working hours, upon discretionary authority by said Department Head or Supervisor, to assist any employee with contract interpretation or possible grievances. The Union shall furnish the Director of Human Resources with the names of the representatives. Any employee being disciplined or reprimanded shall have the right to have a



representative present at that time. When a representative is not available, a member of the Executive Board may be substituted.

The President of the Union shall be allowed to confer during working hours at regular pay with management, the Union attorney, Union representatives, and the Grievance Chairman on matters affecting the administration of this Contract, subject to notification and approval of the immediate supervisor outside of the bargaining unit.

Section 5. Grievances - Notice to Union. The Employer shall promptly notify the Union representative assigned to review and process all grievances concerning any substantial discipline of an employee if the employee so desires. The disciplined employee shall be allowed to discuss such action with the Union representative before being required to leave. The Department Head or the Department Head's designee shall discuss the discipline with the employee and the Union representative if requested by either. In the event a written warning is issued, the employee shall receive a copy and shall be notified of all warnings being entered in the employee's personnel file. Before any employee shall be required to make any written statement or reply pertaining to any alleged misconduct, the matter shall first be discussed between the employee, the Employer's representative, and the Union representative, if the employee so desires. The employee shall have twenty-four (24) hours after such meeting to make a written statement or reply. After a period of one year from the date the same is placed into employee's file, written reprimands and warnings shall not be used in determining punishment or discipline to be given to any employee.

Section 6. Personnel Rules. Rules of Conduct will be posted in all Departments. Such rules shall be applicable to all employees. As additional Rules of Conduct are formulated, copies of the proposed rules shall be given to and reviewed with the Executive Committee of the Union prior to adoption and posting. After review by the Union, any additional Rules of Conduct

may then be adopted by the City; however, reasonable application of said Rules remains subject to the filing of a grievance by the Union.

As departmental rules and regulations are proposed, copies of the proposed rules shall be given to the Executive Committee of the Union and reviewed with the Committee prior to adoption and posting. No rules shall be inconsistent with the terms of this Contract.

#### ARTICLE IV

##### UNION SECURITY

Section 1. Copy of Contract. The Employer shall furnish a copy of the current Contract to all employees.

Section 2. Fees. As a condition of continued employment, all employees included in the bargaining unit at the start of their employment with the Employer shall either become members of the Union or pay to the Union the monthly dues and assessments required of the Union members or an amount equal to the Union dues and assessments. An employee shall be deemed to be in compliance with this Section if such employee has tendered the dues or service fees and the assessments to the Union and if such employee is not more than sixty (60) days in arrears in payment of such dues or service fees and assessments.

#### ARTICLE V

##### CHECKOFF

Section 1. Union Dues. The Employer shall deduct the Union dues, or if not a Union member, the service fee equivalent to the Union dues as certified to the Employer by the Treasurer of the Union. The Treasurer shall, prior to the deduction by the Employer, submit to the Employer an individual written authorization for such deduction signed by the employee, whether or not a member of the Union. Any deduction shall be for the current pay period. Such individual written

authorization may be revoked by the employee upon thirty (30) days written notice to the Director of Human Resources or upon termination of this Contract, whichever occurs first. Upon completion of the initial probationary period, the new employee shall, as a condition of continued employment, pay the initiation fee to the Treasurer, if such an employee has decided to become a member of the Union.

Section 2. Deductions. Deductions shall be bi-weekly. The amounts deducted shall be sent to the Treasurer of the Union within one week after issuance of each regular paycheck.

Section 3. Indemnification. The Union shall indemnify, defend, and save the Employer harmless against all claims, demands, suits, or other forms of liability as may arise out of or by reason of action taken by the Employer pursuant to the provisions of this Article.

Section 4. Payroll Deductions. Payment to the Union of the funds checked off each payroll period shall fully satisfy the obligations of the Employer for all deductions covered by said payment period.

Section 5. Employee Changes. The names of all employees separated from the payroll, recalled or hired, on layoff or on leave of absence shall be furnished monthly to the Treasurer of the Union.

Section 6. Checkoff Authorization Form. The following Checkoff Authorization Form shall be used exclusively and shall be supplied by the Union:

CHECKOFF AUTHORIZATION FORM

WYOMING CITY EMPLOYEES UNION

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

\_\_\_\_\_  
Print: Last name                      First name                      Middle Initial

Date deduction is to start:

\_\_\_\_\_  
Month                      Year                      Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date Signed                      City                      State                      Zip

## ARTICLE VI

### HOURS OF WORK AND OVERTIME

Section 1. Work Week. The work week of full-time employees shall be eight (8) consecutive hours per day, exclusive of lunch periods, Monday through Friday, and forty (40) hours per week. All bargaining unit employees working in excess of eight (8) hours per day or working in excess of forty (40) hours per week shall be paid at the rate of time and one-half of regular pay. All bargaining unit employees working on Saturdays shall be paid at the rate of one and one-half times the regular pay and on Sunday shall receive double the regular pay except for those classifications in the following Section. If an employee is required to work more than eight (8) hours in any 24-hour period of a scheduled shift change, only regular pay shall be received. If an employee who is working on a work week other than Monday through Friday works on the first scheduled day off, such employee shall receive pay at the rate of one and one-half times the regular rate of pay and, if such employee works on the second scheduled day off, such employee shall be paid at the rate of double the regular rate of pay. The Employer may change the work week schedule by mutual agreement between the Employer and the Union.

Section 2. Other Work Weeks. For Utility Plant Operators, Meter Service Personnel, Evidence Technicians and Parks Maintenance employees, the Employer may schedule a work week other than Monday through Friday. Parks Department cannot implement other work weeks until both of the following have occurred:

- (1) Additional employees are hired into the Parks Department after June 30, 1999, or there are voluntary transfers to the Parks Department from other departments within the City; and
- (2) July 1, 2000.

~~Dates for other work weeks for Parks Department employees will be limited to May 1<sup>st</sup>~~  
through October 1<sup>st</sup> of each year. If any employee from the Parks Department who was hired before July 1, 1999 is transferred from the Parks Department because of economic considerations and is later allowed to transfer back to the Parks Department, that employee(s) shall not be considered a voluntary transfer.

Meter Service Personnel positions may also include Saturday work weeks (not Sunday) when both of the following have occurred:

- (1) Additional employees are hired in Meter Service positions after June 30, 1999, or there are voluntary transfers to Meter Service positions from other departments within the City; and
- (2) July 1, 2000.

If the affected departments (Meter Service and Parks Maintenance) add only one employee, then it may only use one employee on the other work weeks and so on, with two, three, or more additional employees. Work weeks will be determined by departmental seniority in the affected department. No current employees in the affected departments shall be forced to work "Other Work Weeks."

In the event a state of federal authority mandates water or wastewater sample testing on the weekend (Saturday or Sunday), the Employer may establish a workweek other than Monday through Friday for affected utility Department employees. The Employer will not implement the workweek without the Union's agreement. The Union's agreement will not be unreasonable withheld.

Section 3. Paid Lunch. Employees shall receive a paid lunch period if any of the following conditions occurs:

- (1) Any employee who works twelve (12) hours or more in any one (1) day;

~~(2) An employee is required to work through one-half or more of the regularly scheduled lunch period and is not able to have the remaining lunch period during a time within one (1) hour of the end of the regularly scheduled lunch period;~~

(3) An employee is scheduled and works eight (8) consecutive hours.

Section 4. Breaks. All employees shall receive one (1) break not to exceed fifteen (15) minutes for each one-half day of work. All lunch periods shall be either one-half or one hour as determined by Departmental policy.

Section 5. Time Off. No provisions of this Contract concerning overtime shall prohibit an employee and the Department Head, by mutual agreement, from making arrangements for time off for personal reasons. The employee shall make up the time at the discretion of the Department Head.

Section 6. Shift Premium Pay. Shift premiums shall be four percent (4%) for the second shift and five percent (5%) for the third shift, shift premiums shall be added to the regular rate of pay and over-time shall be applied to that rate. An employee who works four or more hours on a shift allocated shift premium will be paid the shift premium for all hours worked on that shift. An employee who works on a shift allocated a shift premium on a scheduled day off will be paid the shift premium for all hours worked on that shift. If hours worked overlap another shift, the employee will be paid the shift premium for that shift where the majority of the hours worked are on the second or third shifts.

Section 7. Shifts - Establishment. The Employer shall have the right to establish shifts and the number of employees of each classification needed on a shift. The Employer shall post shifts at least fifteen (15) days prior to the establishment of the shift. Before implementation of a shift, a minimum of five (5) working days' notice shall be given. Shifts shall be established for a

minimum of six (6) weeks and a maximum of twenty-six (26) weeks. However, employees in the Police Department shall have shifts established according to the Police Association Contract as to the number of days of the shift; and for Utility Plant Operators, shifts shall be for six (6) months. Variations of this Section shall be by mutual consent of the Employer and the Union.

The present shift rotation in the Water Plant shall continue to be in full force and effect for the life of this agreement.

Section 8. Shift Starting Times. Shift starting times shall be as follows:

1st shift	6:00 AM to 8:00 AM
2nd shift	2:30 PM to 5:00 PM
3rd shift	11:00 PM to 12:30 AM
Relief Shift	Variable (Utility Plants)

Variations of the above starting times shall be by mutual consent of the Employer and the Union.

Section 9. Duty Time - Public Service. Personnel who are on call for duty time shall receive an additional eight (8) hours pay per week at straight time. Only those employees whose availability is within 13-miles from the intersection of Burlingame SW and 36<sup>th</sup> Street SW and have a telephone will be eligible for duty time. Equipment Operator I and Equipment Operator II, Maintenance II, Maintenance Worker II, and Crew Leader shall be required to be on standby. If Maintenance I, Maintenance II, Maintenance Worker II, Equipment Operator I, and Equipment Operator II employees are on standby duty, they shall be paid at five percent (5%) above their actual pay. Those employees scheduled for duty time may trade with other employees, provided notice in advance is given to their Supervisor. For each call-out, each employee shall receive a minimum of two (2) hours at a rate at straight time, but not less than that required by the applicable wage and hour statute.



The employee on duty time shall not be required to punch in at the Public Service Department before answering a duty time call. Such employee shall keep track of the on-duty hours in such reasonable fashion as the Employer shall determine. The requirement to be on standby for classifications in the above paragraph shall only apply to employees who live within a 13-mile radius of Burlingame and 36<sup>th</sup> Street SW and shall not apply to promotions or be considered a condition of employment. In the event state law requires the 13-mile radius to be extended, the radius shall be the minimum distance allowed by law.

In lieu of the duty person receiving eight (8) hours of pay per week and two (2) hours of pay for call outs, the employee shall receive forty-two (42) hours of straight time pay. The employee shall then be required to be on stand-by and answer all call outs without additional compensation except as required under the Fair Labor Standards Act.

Section 10. Standby Mechanic. One standby mechanic or a volunteer, shall be on call each week for duty beginning December 1 through April 1 of each year from 3:30 PM until 7:00 AM. The standby mechanic shall receive eight (8) hours pay per week and, for each call out the employee shall receive a minimum of two (2) hours pay, and for all hours worked, shall be paid at the rate of time and one-half, except for Sundays and holidays, which shall be at double time. Shift premium shall be paid according to Article VI, Section 6.

Section 10A. Standby Evidence Technicians. An Evidence Technician required to be on standby at the employee's place of residence, or such other location agreed to by the Employer and employee, shall be paid one (1) hour for each four (4) hours or fraction thereof required to be on standby.

Section 10B. Standby Housing and Traffic. Personnel who are on standby for the week shall receive an additional eight (8) hours straight time pay per week. For each call out the

employee shall receive a minimum of two (2) hours pay and for all hours worked, shall be paid at the rate of time and one-half, except for Sundays and holidays, which shall be at double time. Shift premium shall be paid according to Article VI, Section 6.

Section 10C. The City and Union may mutually agree to extend Section 10 A, B, and C to other classifications and time periods.

Section 10D. Standby Information Technology.

(1) Employees who are on standby for Information Technology helpdesk calls shall receive an additional eight (8) hours pay per week and, for each call out the employee shall receive a minimum of two (2) hours pay, and for all hours worked, shall be paid at the rate of time and one-half, except for Sundays and holidays, which shall be at double time.

(2) Employees who are on standby will not receive any additional pay for helpdesk calls they are able to resolve over the telephone.

(3) The employee to whom the helpdesk call was referred to by the employee on standby will receive a minimum of one (1) hour straight time for each time they respond to and resolve by telephone a referred helpdesk call, and for each call out the employee shall receive a minimum of two (2) hours pay, and for all hours worked will be paid at the rate of time and one-half, except for Sundays and holidays, which shall be at double time.

(4) Those employees scheduled to be on standby may trade with other employees provided notice in advance is given to their Supervisor.

Section 11. Call Out. In the event that an employee is called out for work outside the scheduled working hours, such employee shall be compensated at overtime pay. This provision shall apply only to the regular work week when said employee has worked at least eight (8) hours in his last regular shift prior to being called out unless on an approved paid absence. When an employee is

~~called out for work other than during the normal working hours, the employee shall receive a~~  
minimum of two (2) hours pay for each call out, provided, however, no employee shall be paid for  
more than two (2) call outs if the call outs are made within any two (2) hour period.

Section 12. Overtime Authorization and Preference. No over-time shall be worked  
unless authorized by the Department Head or the designee. Regular full-time employees shall have  
preference for scheduled overtime over part-time and seasonal employees. In the Parks and  
Recreation Department, seasonal and part-time employees may be utilized for duties on Saturdays,  
Sundays, and holidays. The Employer shall make reasonable efforts to schedule work weeks for  
part-time and seasonal employees which will include Saturdays, Sundays, and holidays.

Section 13. Overtime Standards. Every employee within a classification in a  
Department shall have an equal and impartial opportunity for overtime work subject to the  
employee's ability to perform the work. A Department may utilize a volunteer sign-up system to  
supplement its departmental list for overtime work. Overtime is to be offered first to qualified  
departmental employees on the volunteer list. If sufficient volunteers are not available, requests are  
then made to qualified employees on the departmental list, and thereafter the low seniority employee  
will be required to work the overtime. Seasonal assignments of spreader, loader, project inspector,  
and surveyor will receive all overtime related to that operation except that the Employer may use  
qualified volunteers to substitute for the regular seasonal employee where necessary. Spreader and  
loader operators who have volunteered and are qualified for seasonal assignments shall be selected  
by October 1 of each year according to departmental seniority and qualifications. Qualifications  
shall be determined by past performance and availability.

Requests to work overtime will be based on an employees ability to perform the work,  
shift assignment, and made in the inverse order of recorded overtime.

Any employee required to work overtime shall be given advance notice if reasonably possible. When an employee has been requested and chooses not to work overtime, such employee, for the purposes of updating the overtime records, shall be credited with said hours of overtime without pay as if worked.

Overtime records shall be updated during the first and third week of each month indicating the overtime hours charged to each employee within the Department beginning with the first of July of each year and ending June 30 of the following year.

If a first shift employee on overtime or for other reasons, works four (4) hours or more ending within three (3) hours prior to his regular starting time and chooses to work at least four (4) hours on his regular shift, then he shall receive eight (8) hours pay for that shift (including straight time pay for time worked between the end of the call out or other job, and the commencement of the regular shift). Such employee shall be entitled to the full eight hours herein only if he completes four (4) hours of his regular shift. Hours worked on the regular shift shall be paid at straight time rates. Time and one-half will be paid to any employee who could have gone home with pay but was requested to stay on and work. This entire paragraph shall apply to call out overtime and not scheduled overtime.

Scheduled overtime shall mean overtime that is planned in advance or is worked as a shift continuation. Scheduled overtime shall first be given to those employees who normally work the assignment; however, the Employer may use qualified volunteers where necessary according to the volunteer overtime list.

No employee shall be required to work more than sixteen (16) consecutive hours. Any person working sixteen (16) consecutive hours shall have eight (8) hours off thereafter.

The parties understand that in determining the qualifications for overtime in the Public Works Department under the above Section the thirteen (13) mile radius set forth in Article VI, Section 9, may be considered as part of the qualifications for calling in employees on an overtime basis in the case of water main breaks of twelve (12) inches or larger, sewage backups, or other emergencies that require immediate actions.

Section 14. In order to provide certainty and continuity in assigning overtime for snowplowing normally done by employees other than Public Works personnel, the following procedure shall be used. Prior to November 1 of each year, a volunteer snowplowing list shall be posted for employees in the Parks, Traffic and Engineering Divisions. Employees who sign those lists shall assume the overtime for such snowplowing. Parks Department employees shall be given first preference for all snowplowing overtime, but in no event shall this provision effect Public Works employees preference for overtime. It is understood that employees who sign the list will be required to work overtime as necessary.

In any event, such employees shall be subject to supervision by Public Works Supervisors. Any disciplinary measures that become necessary will be referred to the employee's regular departmental Supervisor.

Section 15. Disaster. In the event of the occurrence of a tornado, conflagration, riot, or any other community disaster, declared as such by the City Council, Mayor, or City Manager, any employee may be ordered to work overtime in order to secure the peace, health, safety, and welfare of the citizens and properties of the City and shall be entitled to regular pay for hours worked on such occurrences unless the magnitude of the event would exhaust the City's budgetary capacity. In such cases, their compensatory time-off will be granted at such times as mutually agreed. The Employer

~~in such emergency situations may utilize volunteers. This Section as concerns pay shall be subject to~~  
a 45-day limit.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1. Definition. The term "Grievance" means any dispute between the Employer and the Union, or between the Employer and any employees or employee, concerning the effect, interpretation, application, claim of breach, or violation of this Contract, any rule and regulation regarding employee personal conduct, and the unreasonable application of published rules and regulations.

Step 1. The aggrieved employee, or a member of the Union Executive Board if the grievance involves two (2) or more employees of the Union, shall present the grievance in writing, signed by the aggrieved employee or a member of the Union Grievance Committee, to the Department Head within ten (10) working days after the occurrence of the matter which gave rise to the grievance. The grievance as submitted shall be the subject of a discussion between the aggrieved employee and a member of the Grievance Committee (unless the employee does not desire the member present) and the Department Head and Director of Human Resources within ten (10) working days after the filing of the grievance. The Director of Human Resources shall make a decision in writing within ten (10) working days after the meeting. A copy of the decision shall be given to the employee and the Grievance Committee member.

Step 2. If no satisfactory settlement is reached in Step 1, the aggrieved employee or the Union may submit said grievance to the City Manager within ten (10) working days after the decision in Step 1. The grievance as submitted shall be the subject of

~~a discussion between the aggrieved employee and a member of the Grievance Committee~~  
(unless the employee does not desire the member present) and the City Manager, or his designee, if both sides agree. Either side may have other persons present. The meeting shall be within ten (10) working days after the filing of the grievance. All pertinent correspondence concerning the grievance shall be filed with the grievance. Within ten (10) working days after said meeting, or if no meeting within ten (10) working days after receipt by the City Manager, a written decision by the City Manager or his designee shall be made and given to the aggrieved employee and the Grievance Committee member.

Step 3. If no satisfactory settlement is reached in Step 2 and the grievance is one as defined in Section 1, the grievance may be submitted to an Arbitrator by the Employer or the Union. The party seeking arbitration must notify the other party in writing within thirty (30) working days from the answer in Step 2 of the grievance procedure of its desire to arbitrate the grievance. The arbitrator shall be chosen by the Union and the Employer alternately striking names from a list of five (5) arbitrators agreed to by the Union and the Employer. Arbitration shall be in accordance with the rules and procedures established by FMCS. The decision of the Arbitrator shall be final and binding. The Arbitrator shall be bound by this Contract and shall not modify, alter, or change the terms. The costs of such arbitration shall be shared equally by the parties.

The Employer or the Union reserves the right to file suit in Circuit Court for the purpose of judicial review of the Arbitrator's decision only for the limited purpose of determining whether the Arbitrator modified, altered, or changed any substantial terms of the Contract.

Section 2. Procedural Requirements. If a party filing the grievance fails to follow the procedural requirements, the grievance shall be deemed decided against said party unless there is a waiver of such requirements in writing. The failure to respond in a timely fashion by the party against whom the grievance is filed shall result in the automatic advancement of the grievance to the next step unless there is a written waiver as set forth above. Working days shall mean Monday through Friday.

Any grievance by the Employer against the Union may be filed with any member of the Executive Committee or the Grievance Chairman of the Union, and the same shall be answered within ten (10) working days after the filing. If the Employer is not satisfied with the answer of the Union, the Employer may request arbitration as provided for in Step 3 in the preceding Section.

## ARTICLE VIII

### SENIORITY, LAYOFF, RECALL, AND PROBATION

#### Section 1. Seniority.

- (1) Seniority is continuous employment on a full-time basis with the Employer which shall include approved absences.
- (2) Departmental seniority shall determine vacation preference and shift preferences subject to Article VI, Section 7.
- (3) There shall be a separate seniority list for each Department showing both types of seniority, prepared and furnished by the Employer to the Union upon request.
- (4) Tests shall include a rating for seniority of a minimum of ten percent (10%) and a maximum of fifteen (15%) of the total score to determine qualifications for job promotions or transfers.



(5) Bargaining unit seniority shall determine vacation accrual, longevity, sick leave, and any other item not specified.

Section 2. Layoff.

(1) Layoff shall mean a reduction in the work force. Except in cases of disaster as defined in Article VI, Section 15 of this Contract, the Employer shall notify in writing any employees to be initially laid off at least fifteen (15) days prior to the layoff. Those employees who are being laid off shall be given a bargaining unit seniority list at the time of layoff notice. The Union shall be given the names of any employees to be laid off.

(2) No permanent or probationary employee shall be laid off in any Department while a seasonal or temporary employee is performing the same or similar work in that Department. A regular employee will replace the seasonal or temporary employee who may be in another department if qualified to perform the work of the seasonal or temporary employee.

(3) Permanent employees shall have bargaining unit seniority in their classification. Each employee given initial notice of layoff may replace that employee who has the least seniority in the same classification. In the event no position is available in the laid-off employee's classification, that employee may then replace the employee with the least seniority in a position in the bargaining unit with the same or similar duties in which the pay range is the same or less and in which the laid-off employee is able to perform the work within a reasonable period of time. Employees who bump into another classification pursuant to this Section shall receive the top of the pay range in that classification but not more than one percent (1%) higher than their current pay rate at the time of the bump.

(4) An employee who has been notified of layoff shall have forty-eight (48) hours to notify the Director of Human Resources in writing of the position to which they wish to bump. An employee who has been bumped shall have the right to use the procedure set out in paragraph (3) above and shall have 24 hours to notify the Director of Human Resources of the position to which they wish to bump. All employees being bumped shall be given the bargaining unit seniority list referred to in paragraph (1) above, and the 24-hour period referred to in this paragraph shall commence upon the receipt of such list.

(5) The Employer may select a position within the bargaining unit for the employee according to seniority and, if the employee accepts that position, then such employee shall be presumed to be able to perform the duties of that position. The pay range shall be the same or less than the existing pay range of that employee unless otherwise agreed to between the Employer and the Union.

(6) An employee who has been replaced in a classification may return to that position within one (1) year if that employee wishes and if there is an opening in that position.

(7) The Employer shall continue to pay health care benefits through the first full calendar month after layoff. The employee laid off may, at the employee's expense, thereafter continue health care benefits.

Section 3. Recall. Employees who are on layoff shall have preference for vacancies over new employees, provided the employee on layoff has the necessary qualifications for the duties or tasks of the position.

Section 4. Probationary Period. An employee shall be on probation for six (6) months after being hired. The Employer may extend the probationary period for an additional three

(3) months and, if so, shall notify the Union and the employee that such probationary period has been extended, giving the reasons for the extension. Any additional extension of the probationary period shall only be with the consent of the Union and the employee. An employee shall be eligible for a merit increase after completing the probation period. The Employer may discipline or terminate, without Union representation, new employees who are on probation for any reason not prohibited by state or federal law, and such discipline or termination shall not be subject to the grievance procedure. In the event that an employee has been promoted to a new classification and fails to perform the new job satisfactorily, such employee shall have the right within two weeks after being given notice to revert to that employee's former position.

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

- (1) By voluntary termination or discharge for just cause.
- (2) Failure to report for work on the first day following the expiration of an approved leave of absence, unless excused by the Employer.
- (3) Absence from work for three (3) consecutive working days without notifying the Employer, unless notification was impossible or unless otherwise excused by the Employer.
- (4) Retirement.
- (5) Promotion to a position which excluded the employee from the Union except that in the event the employee, after having received a promotion, reverts to the former position, Departmental seniority shall accrue as if the promotion had not occurred.
- (6) Layoff for lack of work for a period equal to the length of employment with the Employer, not to exceed eighteen (18) months.

(7) Whenever possible, the employee shall be notified within thirty (30) days that the seniority was lost because of the provisions as stated in this Section, and a copy of the notice shall be filed with the Union and in the employee's personnel file.

## ARTICLE IX

### LEAVE OF ABSENCE

Section 1. Leave of Absence. An employee may be granted a leave of absence without pay for reasons other than those covered by Article XVII, Family Medical Leave upon approval by the City Manager. For any leave of absence without pay exceeding thirty (30) days, all benefits shall cease except for seniority and term life insurance. In addition, the Employer shall continue to pay for health, vision and dental insurance premiums for two full calendar months after the calendar month in which the unpaid leave began.

Section 2. Request for Leave. Any request for leave of absence shall be in writing, stating reasons, signed by the employee, and given to the Department Head. Approval shall be at the Employer's discretion, and any decision shall be in writing.

## ARTICLE X

### SICK LEAVE

Section 1. Sick Leave. Employees shall earn and be granted paid sick leave according to the following schedule:

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

(3) Employees with five (5) or more years of seniority shall receive eight (8) hours pay for each sixteen (16) hours of accumulated sick leave upon retirement, death, or termination of employment.

(4) Subject to discretionary approval by the Department Head, 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, brothers, sisters, grandparents, spouse, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, and stepchildren, including relatives of the spouse as so listed. The discretionary approval described in this paragraph shall not be unreasonably withheld by the Department Head.

(5) An employee who requests time off to obtain professional medical or dental care shall not be charged sick leave for time off if two (2) hours or less. However, an employee off the job more than one-quarter of the shift shall be charged a minimum of four (4) hours sick leave. Regardless of the above language, the employee shall make every effort to schedule foreseeable medical and dental appointments for non-working hours. The City may require a doctor's slip which states the time an employee arrives at the doctor's office and the time the employee leaves.

If the City refuses to allow an employee time off under this Subsection and charges sick leave for the time off because of alleged abuse, the Union will investigate the facts prior to proceeding with any grievance based on the City's action. The Union will cooperate with the City to control and eliminate abuses of this Subsection.

Should an employee furnish a false medical certificate or doctor's slip, then such employee may be disciplined appropriately, including dismissal.

(6) Whenever possible, and in order to obtain sick pay, if an employee is not able to report to work because of an illness or injury, such employee shall notify the immediate Supervisor or the Department Head as early as possible prior to the employee's scheduled work. 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.

(7) Sick leave pay shall be hourly and shall be taken in four-hour increments, provided, however, that, subject to discretionary approval of the employee's Department Head or immediate Supervisor, two (2) or three (3) hours may be taken.

Section 2. 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, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, grandparent and grandchild. Also included are stepchildren who have been permanently residing with the employee. Five (5) days off shall also be permitted in the case of a miscarriage or still birth, experienced by an employee or the employee's spouse, if a funeral or memorial service occurs, or if the fetus met the state standards set forth in MCLA 333.2803(2). In other cases, the employee may be permitted to use sick time in an amount appropriate to the circumstances.

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 for the purposes as stated in Subsection (1) for relatives who were closely associated with the employee or the employee's spouse or to attend the funeral services of an employee or former employee of the Employer.

(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 purposes of 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 workdays of which one (1) of the days shall be the funeral.

Section 3. Medical Certifications and Medical Examinations. Medical certification may be required to substantiate sick leave absences when the Employer has reason to believe that an employee is abusing sick leave privileges. Should an employee furnish a false medical certificate or fail or refuse to furnish to the Employer a medical certificate, then such employee may be disciplined appropriately, including dismissal. The Employer may at any reasonable time require an employee to be examined by a doctor selected by the Employer at its expense.

Section 4. Absence - 10 days. If an employee has been absent from work because of sickness or injury for a period of ten (10) or more working days, such employee shall satisfy the Employer that the employee is able to perform the duties of work before returning to work. The

Employer may require a medical certificate or, at its expense, may require such employee to submit to a medical examination by a doctor selected by the Employer to determine whether that sickness or injury which required the employee to be absent will allow the employee to return to work.

Section 5. Benefits - Workers' Compensation. Whenever an employee receives workers' compensation, the following shall determine what benefits shall continue:

(1) Up to and including one full calendar month, all benefits shall be received or accrued.

(2) For the second full calendar month up to, but not exceeding, twenty-six (26) weeks, holiday pay and personal leave days shall be excluded.

(3) After twenty-six (26) weeks, seniority, life insurance, and health insurance shall continue.

(4) During the time an employee is receiving workers' compensation benefits, the employee shall be paid the difference between such benefits and the employee's net salary or wage for a period of twenty-six (26) weeks. After said 26-week period, if the employee is still receiving workers' compensation benefits, the employee may use sick leave to obtain the difference. The Employer may require an employee on workers' compensation to perform other than the employee's normal duties if the employee is able to do so. If such employee refuses to perform such other duties, the Employer may terminate the difference between the benefits being received under the workers' compensation benefits and the employee's net salary or wage.

(5) An employee off work due to an on-the-job injury, receiving workers' compensation benefits, is entitled to a supplemental benefit from the Employer for a maximum of twenty-six (26) weeks. If the employee is released by a doctor to return to full



duties and subsequently sustains a new injury or re-injury of the previous condition, the employee shall be entitled to a full 26-week benefit period. If an employee is released to return to work by a doctor with work restrictions and is unable to perform any work offered by the Employer, any subsequent loss of work days or weeks will be covered only for those weeks remaining from the original 26-week benefit period. Should said employee suffer a new injury while working on restricted duty, the employee would be entitled to a full 26-week benefit period.

(6) Net salary or wage shall be determined using the hourly rate only as established by the Wyoming Code and is not intended to include any additions thereto such as holiday, shift premium, overtime, etc.

Section 6. Military Leave. Military leave shall be governed as follows:

(1) Any employee who joins the Armed Forces shall be entitled to military leave of absence, without pay, for the period of actual time of service and shall be entitled to seniority only during such period of service. After being honorably discharged from the service, the employee shall be offered employment in the previous position in line with seniority. If circumstances have changed so as to make it impossible or unreasonable for the employee to have the same job, the employee shall be offered work which is similar to the prior employment if the employee is able to perform the work. The employee must report for work within ninety (90) days after discharge.

~~(2) Any permanent employee who requests a leave of absence to participate in a branch of the Armed Forces Training Program shall be granted such leave not to exceed fifteen (15) working days upon presentation of report-to-duty orders. The employee shall be paid the difference between the amount received for such training and net salary. Except for seniority, all benefits shall cease after said fifteen (15) days.~~

(3) Any permanent employee who is called out by and serves on emergency duty for any of the Armed Forces Reserve Training Units or the Michigan National Guard shall be paid the difference between the amount received for such duty and net salary for each day of duty for a period not to exceed five (5) working days. All other benefits shall continue.

(4) An employee required to have a pre-induction physical exam shall receive full pay while absent for said exam for a period not to exceed two (2) working days.

Section 7. Jury Duty. In the event an employee is summoned for jury duty or as a witness in a case in which the employee is not a party, a paid leave of absence shall be granted for that purpose, provided the court order, subpoena, or summons is presented to the Supervisor or Department Head upon receipt thereof. The employee shall be expected to be at work during the regular working hours when not required to be in court. An employee who works a shift beginning at or after 12:00 noon the day of jury duty or ending by 9:00 AM the day following the jury duty may take the number of hours off the work schedule as were required to be at jury duty. Any monies or fees received shall be given or assigned to the Employer. The Employer will reimburse the employee for mileage to and from Court from the employee's place of employment plus actual parking fees, provided the costs shall not exceed the monies or fees received by the employee from the court.

~~An employee who is assigned jury duty may voluntarily trade work shifts with another employee for the duration of the jury duty provided the other employee agrees and the Department Head approves the trade.~~

Section 8. Disability Income Plan. In the event an employee is disabled, due to a non work related injury or illness, to the extent that such employee is not able to perform the duties of the job, such employee shall be eligible to receive from the 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 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), 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. Whenever an employee receives pay under this benefit, all benefits shall cease except seniority, life, and health insurance.

## ARTICLE XI

### VACATIONS

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

- (1) Vacation credits shall be determined by full calendar months worked.
- (2) New employees shall accrue vacation credits as follows: Any employee hired between January 1 and June 30 shall be entitled to eighty (80) hours vacation beginning January 1 of the following year. Any employee hired between July 1 and December 31 shall be entitled to forty (40) hours vacation beginning January 1 of the following year. On January 1 of each year thereafter, the employee shall be credited with

such vacation as determined by Subsection (3). Any probationary employee who leaves the employ of the Employer shall not be entitled to any vacation pay.

(3) Vacation credits shall be as follows: one (1) through four (4) years - eighty (80) hours; for each year thereafter, an additional eight (8) hours per year until the total of one hundred-sixty (160) hours have been reached. Credits for vacation shall be made as of January 1 of each year.

(4) Accumulation of vacation shall be limited to three (3) years entitlement. Sick days converted to vacation days shall not be used to determine vacation entitlement. Converted sick days shall be included for the purpose of vacation accumulation.

(5) New employees shall not take any vacation during their initial probationary period.

Section 2. Vacation Schedules. Employees shall submit their preference in writing to the Department Head by April 1 of each year. The Employer will post vacation schedules by May 1. The Department Head may change posted vacation schedules by giving thirty (30) days written notice to those employees affected, setting forth the reasons for the change. Vacation preference shall be subject to scheduling approval by the Department Head.

Section 3. Vacation Credit during Absences. If an employee has received permission to be absent without pay, time spent on such absence shall be considered as having worked for determining earned vacation credit only if the employee returns and remains an employee for 30 days unless waived by the employee prior to being granted such leave.

Section 4. Accrued Vacation. Payment for accrued vacation shall be made upon retirement, death, or termination of employment.

~~Section 5. Sick Leave Conversion. Sick leave days may be converted to additional vacation days not to exceed forty (40) hours for the employee who has five (5) years service with the Employer and four hundred (400) or more accumulated hours of sick leave. Employees with ten (10) years of service with the Employer and eight hundred (800) or more accumulated hours of sick leave may convert up to eighty (80) hours. In no case may any employee convert more than eighty (80) hours in any fiscal year, and an employee shall be allowed one (1) conversion during each fiscal year.~~

Section 6. Pay Instead of Vacation. An employee may request and receive pay for one-half (1/2) of any one (1) year's vacation entitlement. Any request shall be in writing. Only one (1) request for any calendar year may be made.

Section 7. Holidays. Holiday leaves with pay shall be as follows:

Day before New Year's Day

New Year's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day (November 11)

Thanksgiving

Day following Thanksgiving

Day before Christmas

Christmas

(1) For those employees whose work week is normally Monday through Friday, if a holiday falls on a Saturday, then Friday shall be observed, and if a holiday falls

on a Sunday, then Monday shall be observed. Exception: Whenever Christmas Eve and New Year's Eve fall on either Saturday or Sunday, the holidays shall be observed on Fridays.

(2) For those employees whose normal work week is other than Monday through Friday, then the actual day of the holiday will be observed.

(3) In addition to the above holidays, employees shall be provided three (3) personal leave days per fiscal year (new employees - after probation). Said personal leave days shall be used during the fiscal year or lost. Whenever possible, at least two (2) full days notice shall be given before the leave day requested. An employee may use personal leave days one-half day at a time.

Section 8. Holiday Pay. Full-time employees shall receive eight (8) hours pay for any holiday and compensated at double time for hours worked.

Section 9. Holiday Eligibility. Only full-time employees shall be eligible for holiday pay and must have worked on their regularly scheduled work day immediately preceding and immediately following the holiday, unless otherwise excused by the Employer. For the purpose of computing overtime or holiday pay, an employee absent as authorized by this Contract shall be considered to have worked the normal shift during such absence. When a holiday falls within an employee's vacation period, said holiday shall not be counted as a day of vacation.

## ARTICLE XII

### INSURANCE

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

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

Effective January 1, 2010, the prescription co-pay shall be \$10 for generic drugs and \$20 for name brand drugs and the office visit co-pay shall be \$10. Co-pays for using a specialist shall be \$20 (unless the specialist is the member's primary care physician in which case it shall be \$10), \$35 for using an urgent care facility, \$50 for using a hospital emergency room visit (waived if admitted), and \$50 for imaging services (maximum two imaging co-pays per year).

Section 2. Life Insurance. The Employer shall provide each full-time employee with life insurance in the amount of \$25,000.00. The Employer may be the insurer.

Section 3. Dental & Vision. Beginning September 1, 1998, the Employer shall provide each employee and the employee's dependents who are enrolled or eligible to be enrolled in the City's sponsored health plan with the dental and vision plan, of which benefits shall be at least those in effect July 1, 2008.

Section 4. Coverage. The Employer shall have the right to change to other insurance carriers, or to cover the insurance itself, provided the coverage shall be generally equivalent to that listed above and provided the Bargaining Committee of the Union has the opportunity to review and respond to any proposed change before the change is implemented. Any disagreements concerning such change will be subject to the grievance and arbitration procedure.

If national health insurance is enacted during the term of this agreement, then health insurance may be opened for negotiation by the request of either party.

The Employer's contributions for any alternatives to the health insurance, such as HMO coverage, shall not exceed the Employer's contributions to the insurance premiums.

Section 5. Employee Health Insurance Contribution. Employees hired after February 6, 2006 shall contribute 10% toward the cost of their health insurance premium (excluding dental and vision insurance). Effective January 1, 2010 all employees shall contribute 10% toward the cost

~~of their health insurance premium (excluding dental and vision). The annual contribution for the~~  
employee shall not exceed 2% of the employee's base pay. Base pay excludes overtime, longevity,  
sick leave incentive, shift premium, and tool allowance. The annual premium shall be based on the  
premium recommended by the Employer's health insurance carrier or, if applicable, third party  
administrator. The Employee contributions may be paid on a pre-tax basis through the Employer's  
flex plan.

Section 6. 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,  
which may be directed to the City's Flex Plan subject to plan requirements. An employee who opts  
out of the plan may not be covered in the plan as a spouse or dependent. An employee's election to  
opt out cannot be changed until the next enrollment period, except that 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 7. 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 XIII

#### MISCELLANEOUS

Section 1. Tool Allowance. Any full-time, non-probationary employee who is  
classified as an Automotive Mechanic shall be given a tool allowance which shall be paid by April 1  
of each fiscal year.



<u>Years of Service</u>	<u>Amount</u>
First Year	\$275
Second Year	\$450
Third Year	\$550

In the event of a natural disaster, theft, fire, etc., the result of which destroys tools and equipment the City Automotive Mechanics must furnish, the Employer shall reimburse the employees for total value lost, subject to employee paying the first \$5.00 of each occurrence. This policy is, however, subject to the following provisions:

- (1) If the employee's tools are insured, the Employer shall not be liable for payment.
- (2) Each Automotive Mechanic shall provide the Employer with a complete inventory and value sheet on or before July 1 of each year.
- (3) Loss or breakage of tools in the normal course of work is not covered.
- (4) Automotive Mechanics shall not be required to purchase specialized tools out of said tool allowance. "Specialized tools" means those tools currently not deemed necessary for Automotive Mechanics to furnish.

Section 2. Mileage. The Employer shall pay mileage to employees for the use of employee owned vehicles on Employer business at such figures established by the City Council, but not less than the Internal Revenue Service applicable rate per mile. An employee shall only be entitled to payment for the use of a vehicle when authorized prior thereto by the Department Head or the City Manager.

If an employee is requested to use his or her automobile for Employer business and such automobile is damaged in the course of such business without fault by the employee, upon

~~proof of such damage the Employer will reimburse any insurance deductible required to be paid by~~  
the employee to a maximum of \$500.

Section 3. Uniforms. The Employer shall furnish a list of those employees who are required to wear uniforms. For such employees, the Employer shall furnish a minimum of four (4) sets of uniforms, once the probationary period has been completed. The uniforms or portions thereof will be replaced at regular intervals on an as needed basis as determined by the Employer. It shall be the responsibility of the employee to see that the uniform is washed and cleaned. However, if such uniforms must be dry cleaned (cannot be laundered), the Employer will provide for such dry cleaning. The uniforms shall not be worn except while on duty and for a reasonable time before and after duty. If an employee is furnished a uniform, then all other employees in that classification who are performing similar duties shall also have uniforms furnished. All employees who are furnished uniforms shall wear uniforms during the course of their employment. The Union shall have the right of input as to uniforms, with the final decision to be made by the Employer.

#### ARTICLE XIV

##### EMPLOYMENT, PLACEMENT, AND PROMOTION

Section 1. Physical Examination. The Employer may at least once annually, and more than once a year if there is just cause, require any employee to take a physical examination at the Employer's expense by a medical examiner selected by the Employer. The results of such examinations will be made available to the Employer and to the employee.

Section 2. Part-Time Employees.

(1) For purposes of this Section, the following definitions shall

apply:

(a) Part-Time - Regular. A part-time regular employee shall mean an employee who works throughout the year a fixed number of hours per week, but normally less than forty (40) hours.

(b) Part-Time - Irregular. The same as part-time regular employee except the number of hours worked in any week may vary depending on assignment.

(c) Part-Time Temporary. An employee who works for a short continuous period of up to six (6) months. Said employee may work more or less than forty (40) per week and said employee may be assigned to work irregular hours.

(2) The Employer reserves the right to hire part-time regular, part-time irregular, and part-time temporary employees.

(3) In the event any of the above designated employees remains with the Employer for a period of six (6) (nine (9) for yard waste employees) or more consecutive months, such employees shall become members of the Union or pay the service fee and assessments as required in Article IV, Section 2, except as follows:

(a) The provisions of this Subsection shall not apply to students working part-time under co-op or other similar school programs.

(b) The provisions of this Subsection shall not apply to lifeguards, scorekeepers, referees, umpires, and other short

term recreational personnel in the Parks and Recreation Department  
(less than six (6) months).

(c) In the event any part-time employee becomes a full-time employee, that employee shall be subject to the probationary period as provided in Article VIII, Section 4, with said period commencing from the date of full-time status.

(d) An employee's length of service with the Employer while working part-time shall not be included in relation to a full-time employee's seniority. A part-time employee's seniority shall be counted only as it relates to other part-time employees.

(4) Wages and other benefits to part-time employees covered by Subsection (3) of this Section shall be as follows:

(a) Wages shall be as determined between the Employer and the employee.

(b) Part-time employees shall not be eligible for or receive any fringe benefits except those mandated by state or federal law and except as hereinafter provided. Part-time - regular and part-time - irregular employees working an average of twenty-four (24) hours or more per week shall receive the following benefits:

One-half the vacation credits that a full-time employee may earn and accumulate.

One-half the sick leave that a full-time employee may earn and accumulate.

One-half holiday for each full day holiday entitled a full-time employee.

One-half the life insurance provided full-time employees.

If the employee works an average of thirty (30) or more hours but less than forty (40) hours, such employee shall receive three-fourths of the above instead of one-half.

Medical and hospitalization coverage as provided to full-time employees shall be given to all employees working an average of twenty-four (24) or more hours per week.

Part-time employees shall not be eligible for or receive any other benefits granted to full-time employees.

(5) No part-time employee shall be employed while a full-time employee in that department, who is capable of performing the work designated for the part-time employee, has been laid off. Upon determination to hire part-time regular or part-time irregular employees, the Employer shall inform the Union of the hiring, rate of pay, and work assignment for all such employees.

Section 3. Vacancies. In order to provide advancement opportunity, when vacancies exist, the Employer will post in each Department such vacancies at least five (5) days before filling such vacancies, indicating the title, description of duties, basic personnel requirements, work schedule, and rate of pay. Any interested employee may make application for such vacancy by filing with the Human Resources Department. Such application shall list the employee's qualifications. Placement and advancement shall be at the Employer's discretion subject to seniority provisions as

~~stated in Article VIII, Section 1(4). Full-time employees will have preference for vacancies or new positions if they have the required qualifications, unless there is an applicant with more qualifications for that vacancy or new position. Whenever there is more than one application for promotion or transfer, all employees who applied shall be informed of the selection within five (5) days. Employees who successfully bid on such vacancies may not bid on another vacancy for a period of one (1) year from the time they fill the vacancy unless agreed to by the Employer and the employee.~~

Section 4. Safety Policy. To promote the general welfare and safety of the employees, the Employer shall work with the Union in establishing a general safety policy for the employees of the Employer in all phases of employment, including the use of vehicles and machinery and the environs in which they are employed. The Employer shall provide all employees with protective clothing or other protective devices required by local, State, or Federal regulations.

Section 5. Training Programs. The Employer may establish a general policy to provide for training programs to improve employee's performance, to offer advancement opportunities, and to increase employees' efficiency. Successful completion of training programs shall, along with other provisions of this Contract, be factors in promotion and additional compensation. There shall be no job discrimination by the Employer in any classification for on-the-job training.

Section 6. Educational Reimbursement. Employees desiring to take job related classes must first have the same approved by the City Manager prior to said classes being taken. The employee shall then be reimbursed for tuition and required books up to six (6) credit hours per semester and eight (8) credit hours per quarter. Reimbursement for tuition for undergraduate classes will not exceed the undergraduate rate for classes at Grand Valley State University in effect at the time the class was taken. For undergraduate classes, the employee must receive a passing grade for

~~the class. Reimbursement for tuition for graduate classes will not exceed the graduate rate for~~  
classes at Grand Valley State University in effect at the time the class was taken. For graduate  
classes the employee must receive a "B minus" or equivalent numerical grade (for certain lab and  
seminar classes the grading standard may be pass/fail and the employee must achieve a passing  
mark). The City shall not reimburse registration, parking, or other such additional fees charged by  
the school. An employee who has three (3) or more classes reimbursed by the City must remain with  
the City for at least five (5) years after the last class is completed or shall refund the City the cost of  
tuition and books which were reimbursed during the last five (5) years of employment.

Section 7. Temporary Assignments. When an employee is temporarily assigned to  
work for a period of two (2) hours or more during any one (1) day, in work which is normally  
performed in the job description of a person in a higher classification and is not normally performed  
by a person in a lower classification, such employee shall be paid an additional five percent (5%) of  
the regular hourly rate. If temporarily assigned to work in a position outside the bargaining unit, that  
employee will be paid an additional ten percent (10%) of the regular hourly rate. This Section shall  
apply only if the duties of the employee are the same as the employee temporarily replaced,  
including, in the case of supervision, supervising nearly the same number of persons supervised by  
the employee temporarily replaced. Whenever there is a temporary vacancy because an employee  
has been granted a leave of absence, an employee in a lower classification who fills the position on a  
temporary basis shall receive an additional five percent (5%) over the employee's regular hourly  
wage for a maximum of thirteen (13) weeks. After thirteen (13) weeks, the employee shall be  
reclassified and placed at Step A of such classification or continue to receive the additional five  
percent (5%) whichever is greater. The reclassification of such employee shall remain temporary.  
However, a new anniversary date shall be established which shall be retroactive to the

~~commencement of the temporary assignment with the employee being eligible for a merit increase~~  
one year from the original date of the temporary assignment. While in the temporary reclassification, such employee shall receive all benefits based upon said reclassification. At the end of the temporary assignment, the employee shall return to the prior classification. All benefits under this Contract shall be granted as if such employee had been in the prior classification continuously. If such employee's anniversary date for the existing classification falls within the period of the temporary reclassification, then such employee will be eligible to receive that merit increase.

An employee who is temporarily assigned to another department shall continue to earn seniority in his/her original department. Credited overtime since July 1 of the current year, based upon departmental overtime records, shall follow the employee to whichever department the employee is assigned.

Section 8. Handicapped Employees. Subject to the sole discretion of the Employer, should an employee become physically or mentally handicapped to the extent that he or she cannot perform his or her regular job, the Employer will make every effort to place the employee in a position that he or she is physically and mentally able to perform.



## ARTICLE XV

### 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, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the Employer's premises. There shall be no strikes, sit-downs, feigned illnesses, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer during the term of this Contract.

## ARTICLE XVI

### WAGE AND PAY POLICIES

Section 1. Wages. Effective July 1, 2009 the hourly rates in the pay classification schedule shall be increased 3.8%. Effective July 1, 2010 hourly rates in the pay classification schedule shall be increased 1.5%. Effective July 1, 2011 the hourly rates in the pay classification schedule shall be increased 2.0%. All wage increases shall be at the top step of the pay range (hourly conversion), maintaining the differential between each step of the pay range.

Section 2. Pension - Health Care Insurance. For any person who retires after July 1, 1994, the Employer shall pay toward Health Care Insurance or available Employer sponsored health care plans the following amounts:

Until the retiree reaches age 60, the benefit will be \$15 per month (for employees who retire after July 1, 2009, the benefit will be \$20 per month) for each year of employment with the

Employer not to exceed twenty-five (25) years, beginning with the date of retirement, but not before age 55 unless retired as disabled under the Wyoming Pension System. After the retiree reaches age 60, the health care insurance or available employer-sponsored health care plans will be a fully paid life-time benefit for the retiree and spouse, provided that all retirees and spouses who are eligible for Medicare (e.g. A & B) shall timely apply for such coverage, and the City's responsibility for Medicare-eligible retirees and spouses is limited to the cost of the Medicare supplement. Provided, further, that any employee who is retired and is receiving or can receive Health Care Insurance or such other equivalent hospitalization plan from his or her employment or the employment of his or her spouse shall not be paid any monies toward Health Care Insurance or other sponsored plan elected by the retiree during such times that said spouse is or could be eligible or said employee is or could be eligible.

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

The following changes shall apply to the retiree health insurance benefit for employees hired after February 6, 2006:

- 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%)

3). Post Employment Health Plan. An employee is eligible to participate in the City's sponsored Post Employment Health Plan (PEHP) if: 1) the employee starts employment with the City on or after July 1, 2009 and is not eligible to be enrolled in the City's retiree medical plan (as set forth in the City of Wyoming Retirement System) because of previous employment with the City; or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's PEHP. The PEHP is an investment account that the employee may use for post employment medical expenses and/or insurance premiums. An employee must complete one year of service to be eligible for benefits under the plan.

The City shall make a contribution on behalf of each eligible employee to the PEHP. The amount of the contribution shall be the following: 1) A flat dollar amount per pay period beginning July 1 of each fiscal year with the amount based on 4% of the combined average of the participants' compensation in the preceding calendar year. The flat dollar amount contributed by the City for the period July 1, 2009 until June 30, 2010 shall be \$50 per pay period. 2) A participant who has worked less than a full year will have his or her compensation counted on the basis of annual base wage. During the first year of employment, the initial contribution by the City will be set aside in an account that is maintained by the City. The employee shall have no vested right to the account balance until completing one year of service, and no interest will accrue on the account. Upon completing one year of service, the account balance will be transferred to the PEHP plan administrator and the participant will be allowed to direct the investment of the account among the available investment options. Compensation shall have the same meaning as under the Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation

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

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

Employees retiring after July 1, 1986, shall be provided \$5,000.00 in life insurance coverage for the period between ages 55 and 65. The Employer may be the insurer.

An information booklet shall be furnished to all employees explaining the retirement system in plain language. The information in the pension booklet shall be updated within ninety (90) days of additions, deletions or any other changes or amendments.

The following shall be part of the pension benefits of the employees.

(1) For employees retiring on or after June 30, 1998, the multiplier shall be 2.25% of the final average salary. For employees retiring on or after January 1, 1999, the multiplier shall be 2.35% of the final average salary.

(2) All employees with 10 years or more employment with the Employer shall be vested.

~~(3) For employees retiring on or after June 30, 1997, and who~~  
have not attained age 60 years, the amount of reduction is 2/10 of 1% (.002) for each month between the date retirement is effective and the date the member would attain age 60 years.

(4) All other benefits may be found either in the information booklet or the pension provisions of the Wyoming City Code.

(5) Defined Contribution Plan. An employee is eligible to participate in the defined contribution plan if 1) the employee starts employment with the City after February 6, 2006, and is not eligible to be enrolled in the City's defined benefit plan (as set forth in the City of Wyoming Retirement System) because of previous employment with the City, or 2) the employee enters the bargaining unit from another City position in which the employee is enrolled in the City's sponsored defined contribution plan. An employee must complete one year of service to be eligible for benefits under the plan.

The City shall contribute 8% of an employee's compensation into the City's sponsored defined contribution plan. An employee shall be eligible to participate in the plan after completing one year of service with the employer. Compensation shall have the same meaning as under the Chapter 58, Section 502 of the City's Code of Ordinances. An employee who is receiving worker's compensation benefits and the difference between his or her net salary or wage, shall continue to receive the 8% City contribution calculated as if the employee was actively working. Employees currently under the defined benefit plan may make an irrevocable choice to participate in the defined contribution plan effective July 1,

2010 on an election form provided by the Employer. The employee must submit the election form to the City by May 1, 2010. 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.

Any payments under this 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 retirement benefit and has 25 years of service or has attained age 50 and has 10 years of service shall have the workers' compensation indemnity benefit coordinated so that the combination of City's retirement benefit and workers' compensation benefit is equal to 95% of the employees net (gross less taxes) base salary or wage at time of retirement. However, full coordination shall apply when the retiree attains age 62.

The pension provisions of the Wyoming City Code relating to bargaining unit members shall not be inconsistent with this collective bargaining contract.

Section 3. Longevity Pay. For full years of service determined prior to November 1

of each year, all employees shall receive the following:

	Effective <u>July 1, 2002</u>	Effective <u>July 1, 2009</u>
5 Years	\$525	\$525
10 Years	\$575	\$575
15 Years	\$625	\$750
20 Years	\$675	\$850
25 Years	\$725	\$900
30 Years	\$775	\$1,000

Section 4. Sick Leave Incentive Pay. On November 1 of each year, any employee having a minimum of eighteen (18) months of continuous service shall receive an amount equal to Two Dollars (\$2.00) for each eight (8) hours of unused sick leave for the preceding twelve (12) months times the number of whole years of continuous service with the Employer determined as of November 1. In addition, employees up to the fifth year of employment will receive an additional bonus of fifty cents (\$.50) over the Two Dollars (\$2.00).

Section 5. Payment for Longevity and Sick Leave Incentive. Payment for longevity and sick leave incentive shall be made on or before the last pay period in November. Benefits for either item shall be prorated upon termination of employment.

Section 6. Merit Increases. The factors considered by the Employer in determining merit increases will include, where applicable, the following:

- An isolated incident of discipline, standing alone, will not automatically cause a denial. The seriousness of the incident and the relevant circumstances will be considered.
- When sick leave use (abuse) is an issue, the pattern and/or frequency of use will be primary considerations.

~~An employee whose increase is denied may appeal to an advisory review board.~~

Composition of the board will be determined by mutual agreement of the Employer and Union. The board's decision is advisory, not binding. However, a grievance may be filed only after the board has completed its review.

Section 7. The Classification and Wage Schedule incremental steps shall be increased from six to eleven by adding a step half way between each step of the six step schedule. This step sequence shall be effective for employees who are hired after October 1, 2009 and existing employees who voluntarily accept an appointment to a new classification after October 1, 2009. The Employer and the Union may mutually agree to apply the new schedule to existing employees.

Example:  
Current 6-Step

Wage Range	A	B	C	D	E	F
G21	13.98	14.54	15.10	15.63	16.37	17.12

New 11-Step

Wage Range	A	B	C	D	E	F	G	H	I	J	K
G21	13.98	14.26	14.54	14.82	15.10	15.37	15.63	16.00	16.37	16.75	17.12

## ARTICLE XVII

### FAMILY AND MEDICAL LEAVE

Section 1. As required by the Family and Medical Leave Act (FMLA), the Employer will provide covered employees up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons. Employees who have worked for the Employer for at least twelve (12) months and for 1,250 hours during the previous twelve (12) months of employment are eligible.



Section 2. Definitions of Certain Terms

a. The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

b. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves--

i. inpatient care in a hospital, hospice, or residential medical care facility; or

ii. continuing treatment by a health care provider; and

c. The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is--

i. under 18 years of age; or

ii. 18 years of age or older and incapable of selfcare because of a mental or physical disability.

These and all other statutory terms and definitions shall be interpreted and applied consistent with the FMLA.

Section 3. Purpose of Leave

Unpaid leave may be granted for any of the following reasons:

a. To care for the employee's child after birth or placement for adoption or foster care;

b. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or

c. For a serious health condition that makes the employee unable to perform the employee's job.

Leaves in excess of twelve (12) weeks may be granted for the employee's own serious health condition. Any request for an extended leave shall be in writing, stating reasons, signed by the employee, and given to the department head. Approval shall be at the Employer's discretion, and any decision shall be in writing.

#### Section 4. Notice, Duration and Certification

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt the city's operations. Failure to provide appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within 12 months from the date of birth or placement and may only be taken continuously. If both parents are employed by the Employer, the combined leave is for twelve (12) weeks, not twenty-four (24) weeks.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. An employee may be required to transfer temporarily to a position that can better accommodate an intermittent or reduced hours leave. All time taken will count toward the employee's 12 week annual entitlement for family and medical leave.

The Employer may require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the Employer's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the Employer and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement

indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given 15 calendar days to obtain the necessary medical certifications, if required, to support the leave. Employees may be required to report in on a periodic basis concerning their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

Section 5. Coordination With Other Forms of Leave and Paid Time Off. FMLA leave is coordinated with other existing forms of leave and paid time off as follows:

a. Other serious medical condition of employee. When FMLA leave is used for a serious medical condition of the employee, the employee is required to use up sick leave and vacation leave, except that up to sixty (60) hours of the employee's vacation is exempt from such required use.

b. Serious medical condition of child, spouse or parent; birth, adoption, foster care of a child. When FMLA leave is used to care for a family member with a serious medical condition, or for purpose of birth, adoption or foster care of a child, the employee may use up to 5 days of sick leave and may thereafter use vacation leave.

#### Section 6. Wages and Benefits

Leave will be unpaid except as covered by any paid time off. For the duration of any period of paid leave and for up to twelve weeks thereafter, the Employer will maintain the employee's health coverage under any group health plan. The employee's contributions to the health plan must be maintained during the leave to maintain coverage.

~~If the employee fails to make such contribution, the Employer may elect either to cancel health plan coverage (after 30 days) or to pay for such coverage and to obtain reimbursement by payroll deduction when the employee returns to work.~~

Any other coverage which is maintained during FMLA leave is the responsibility of the employee (except as otherwise provided in this Agreement or to the extent that the FMLA leave is covered by paid leave) and the employee shall either make arrangements for payments during the leave, or shall reimburse the Employer by payroll deduction at the conclusion of the leave.

Employees who fail to return from a leave will be obligated to reimburse the Employer for the cost of the Employer paid health coverage, except when the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the employee's control.

#### Section 7. Return to Work

Upon return from a leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms consistent with the seniority provisions of this Agreement. The employee will not lose any employment benefit that accrued prior to the start of the leave. The employee shall retain and accumulate their seniority during the period of the leave of absence.

#### Section 8. Eligibility Year

For purposes of determining eligibility for a leave, the Employer hereby adopts a rolling 12 month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

~~Section 9. The provisions of this Article are not to be construed to add or pyramid obligations of the Employer, except as may be expressly set forth herein. Nothing in this Article shall be construed to diminish the Employer's obligations to comply with any other provision of this Agreement.~~

## ARTICLE XVIII

### TERMS OF CONTRACT AND WAIVER

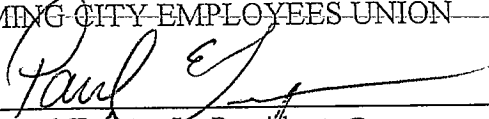
Section 1. Terms. All provisions of this Contract shall become effective July 1, 2008 and remain in effect through June 30, 2012, unless otherwise stated. Nothing in this Agreement shall be retroactive unless specifically stated herein.

Section 2. Waiver. The parties acknowledge that, during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Employer and the 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 Contract.

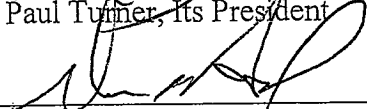
Section 3. Invalidity. If any of the provisions or parts of provisions of this Contract are held invalid by the final judgment of the court, the remainder of the Contract shall remain in effect. The parties shall renegotiate any Section held invalid.

WYOMING CITY EMPLOYEES UNION

Dated: 12-08-09

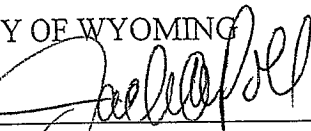
By   
Paul Turner, Its President

Dated: 12-08-09

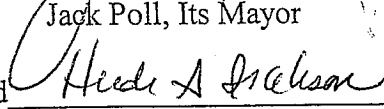
And   
Dan Gard, Its Bargaining Chair

CITY OF WYOMING

Dated: 12-22-09

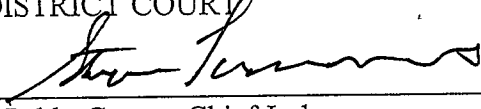
By   
Jack Poll, Its Mayor

Dated: 12-22-09

And   
Heidi Isakson, Its Clerk

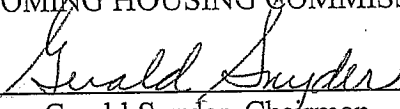
62-A DISTRICT COURT

Dated: 12-21-09

By   
Pablo Cortes, Chief Judge

WYOMING HOUSING COMMISSION

Dated: 1-4-10

By   
Gerald Snyder, Chairman

**MEMORANDUM OF UNDERSTANDING**

December 19, 1994

The Union recognizes the Employer has the right to adopt, revise and enforce rules after review by the Union. The Union has reviewed the Employer's Drug and Alcohol Policy dated December 15, 1994 and had the opportunity to bargain over it. The Union understands the Employer will enforce that policy.

In any dispute regarding the interpretation of the above paragraph, neither party will use the 1994 history of negotiations concerning that language.