

**COLLECTIVE
BARGAINING AGREEMENT**



Between the

CITY OF BAY CITY

and

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

July 1, 2014 – December 31, 2018

POLICE OFFICERS ASSOCIATION OF MICHIGAN
 COLLECTIVE BARGAINING AGREEMENT
 JULY 1, 2014 – DECEMBER 31, 2018

Article 1 – Principles/Policies/Procedure	5
Section 1:1 – Recognition of the Union	6
Section 1:2 – Management Rights.....	6
Section 1:3 – Membership	6
Section 1:4 – Dues Deduction	7
Section 1:5 – Bargaining Time.....	7
Section 1:6 – Past Practice.....	8
Section 1:7 – Strike Prohibition.....	8
Section 1:8 – Part-time Police Officers	8
 Article 2 – Hours of Employment.....	 9
Section 2:1 – Hours of Employment	9
Section 2:2 – Trading of Time by Members	10
Section 2:3 – Overtime Hours.....	10
Section 2:4 – Overtime Offers	11
Section 2:5 – Equalization of Overtime.....	11
Section 2:6 – Overtime Data.....	15
Section 2:7 – Court Time	15
Section 2:8 – Shift selection; Patrol Operations Division	15
Section 2:9 – Daylight Savings Time	16
 Article 3 – Salaries	 17
Section 3:1 – Salaries.....	17
Section 3:2 – Standby Pay	17
Section 3:3 – Recall Pay	17
Section 3:4 – Longevity Pay	18
Section 3:5 – Premium Pay	18
Section 3:6 – Like Work – Like Pay Provisions.....	18
Section 3:7 – Diving Pay	18
Section 3:8 – Full-Time Special Duty Officer	18
 Article 4 – Vacations	 20
Section 4:1 – Vacations.....	20
Section 4:2 – Personal PTO Time (formerly Longevity Vacation).....	20
Section 4:3 – Vacation Slot Picks	20
Section 4:4 – PTO Carry-over	20
Section 4:5 – Pay for PTO Time Lost	20
Section 4:6 – PTO usage.....	22
Section 4:7 – PTO Payout Upon Separation	22
 Article 5 – Holidays	 22
Section 5:1 – Holidays - Paid.....	22

Article 6 – Leaves of Absence.....	23
Section 6:1 – Service-Incurred Injury.....	23
Section 6:2 – Sick Leave	23
Section 6:3 – Leave of Absence Without Pay and Fringe Benefits.....	25
Section 6:4 – Other Leave	26
Article 7 – Hospital/Surgical/Medical/Dental.....	27
Section 7:1 – Health Insurance.....	27
Section 7:2 – Subrogation	28
Section 7:3 – Health Insurance for Retirees	29
Section 7:4 – Health Insurance Waiver	30
Section 7:5 – Health Insurance Continuation.....	31
Section 7:6 – Dental Insurance.....	31
Section 7:7 – Retiree Health Savings (RHS) Plan	31
Article 8 – Insurances	32
Section 8:1 – Life and AD&D Insurances	32
Section 8:2 – False Arrest & Comprehensive General Liability Protection	32
Article 9 – Uniforms and Equipment.....	32
Section 9:1 – Plain Clothes Officers	32
Section 9:2 – Cleaning Allowance	32
Article 10 – Retirement Benefits	33
Section 10:1 – Retirement Benefits	33
Section 10:2 – Annuity Withdrawal Option	34
Section 10:3 – Military Service	35
Section 10:4 – Pension Contribution for Deceased Retiree’s Spouse	35
Section 10:5 – Pension Escalator.....	36
Article 11 – Seniority.....	36
Article 12 – General.....	38
Section 12:1 – Citation Board	38
Section 12:2 – Personnel File.....	39
Section 12:3 – Record Request.....	39
Section 12:4 – Personnel Review Board	39
Section 12:5 – Authorized Side Arm.....	39
Section 12:6 – Permission for Off-Duty Work	39
Section 12:7 – Reimbursed Expenses.....	40
Section 12:8 – Out-of-Town Trips.....	40
Section 12:9 – Reinstatement of Veterans	40
Section 12:10 – Residency	40
Section 12:11 – Physical	41
Section 12:12 – Wellness Program – YMCA Membership	41

Article 13 – Authority of Manager	41
Article 14 – Severability	42
Article 15 – Grievance & Arbitration	42
Section 15:1 – Grievance	42
Section 15:2 – Grievance/Definition	42
Section 15:3 – Grievance/Arbitration Procedure.....	42
Article 16 – Waiver	43
Article 17 – Rules & Regulations	44
Article 18 – Renegotiation for Annuity Program.....	44
Article 19 – Deferred Compensation.....	44
Article 20 – Emergency Financial Manager.....	44
Article 21 – Duration	45
Appendix A – Wage Schedule.....	46
Appendix B – Sample Calculation of Pension Benefits for POAM.....	47
Appendix C – PTO Payout	48
Appendix D – Options for Working a Paid Holiday	50
Appendix E – Letter of Agreement.....	51
Supplemental Letter of Agreement.....	56

**POLICE OFFICERS ASSOCIATION OF MICHIGAN
COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2014 – DECEMBER 31, 2018**

This agreement entered into this XX day of XX, with all provisions to be effective July 1, 2014, unless otherwise specified, between the City of Bay City, Michigan, a Municipal Corporation, hereinafter called the "City"; and the Police Officers Association of Michigan, hereinafter called the "Union".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

**ARTICLE 1
PRINCIPLES/POLICIES/PURPOSE**

Section 1:1 - Recognition of the Union

Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1974, as amended.

- A. The City of Bay City, Michigan, recognizes that, under the law, the members of the Union of the City of Bay City, Michigan, have the right to bargain collectively with their employer, the City, and that said members have the right to be represented by an organization and/or its' representatives in connection with collective bargaining as to wages, hours, rates of pay, and other conditions of employment.
- B. In accordance with the provisions of Act 336 of the Public Acts of 1974, as amended, the City recognizes the Police Officers Association of Michigan (POAM) as the exclusive agent for collective bargaining for all non-supervisory employees of the Bay City Police Department including patrol officers and special duty officers, but excluding the Public Safety Director, all supervisory police employees, and all civilian employees not specifically listed above as included in the bargaining unit, and will negotiate or bargain only with the authorized representatives, agents, or attorneys of said Union on matters relating to wages, hours, seniority and other conditions of employment.
- C. The City will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Union, or which would tend to undermine the efforts of the Union as the sole bargaining agent for patrol officers, as set forth in paragraph (b) hereof. The City shall make available to all employees a copy of this Agreement, calling their attention to the fact that the Union has been recognized as the exclusive bargaining agent for all employees with respect to rates of pay, wages, and hours of employment, working conditions and all other conditions of employment.

Section 1:2 - Management Rights

Except when limited by the express provisions elsewhere in the Agreement, nothing in this Agreement shall restrict the City in the exercise of its functions of management under which it shall have, among others, the right to hire new employees, to assign work, and to direct the working force; to discipline, suspend, and discharge for cause, transfer, or lay off employees; to determine the location and number of facilities to decide the services to be provided the public; to introduce new equipment, methods, and processes; to determine work standards; to determine procedures by which such work is to be performed; to determine the qualifications of employees; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time, deem best for the purposes of maintaining order, safety and/or effective operation of City facilities and after advance notice thereof to the Union and the members, to require compliance therewith by members.

Management shall have all other rights and prerogatives that are not in conflict with any of the prerogatives of this Agreement and no management right shall be exercised in violation of any of the provisions of this Agreement.

Section 1:3 – Membership

The City agrees that all members, defined as all non-supervisory employees of the Bay City Police Department including patrol officers, public safety officers, and special duty officers (as defined in Section 1:1 B), shall either be members in good standing of the Union or pay a service fee proportionate to the collective bargaining cost to the Union, including the cost of negotiation and administration of the contract, the amount of which fee the Union shall certify to the City.

Any non-supervisory employee of the Bay City Police Department including patrol officers, public safety officers, and special duty officers (as defined in Section 1:1 B) hired after the date of execution of this Agreement shall either become a member of the Union or shall pay a service fee proportionally to the collective bargaining cost of the Union, including the cost of negotiation and administration of the contract, the amount of which fee the Union shall certify to the City, with the obligation effective sixty (60) days after completion of the Field Training Officer (FTO) program. This section is in no way intended to alter the new hire probationary period.

Section 1:4 - Dues Deduction

Upon receipt of a written authorization of payroll deduction, the City agrees to deduct Union dues for Union members, or an amount equal to the Union dues for non-members, from the pay of each employee authorizing said deduction.

Said dues for Union members or an amount equal to the Union dues for non-members shall be deducted from the authorizing employee's pay every month during the term of this Agreement, and the City shall remit all dues from Union members and an amount equal to the Union dues for non-members made from the authorized deduction of the employee's pay check to the designated treasurer of the Union within five work days of the time the deductions are made.

The Union will initially notify the City as to the amount of the dues to be deducted for employees and the amount equal to the Union dues for non-members. Any changes in the dues rate and the equivalent shall be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.

The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of any check off of Union dues.

Section 1:5 - Bargaining Time

An employee shall be afforded reasonable time (30 minutes prior to grievances; 60 minutes prior to arbitration) during regular working hours, without loss of pay, to participate in collective bargaining/active negotiations and grievance hearings, if needed through the arbitration level. Sufficient advance notice shall be provided to the Public Safety Director. The Public Safety Director shall approve the time off if it does not disrupt the duties of the employee or the efficient operation of the department.

Collective bargaining by the Union shall be done by a recognized Union bargaining committee consisting of no more than four members, not including authorized agents, representatives and/or attorneys. Any additional members will not be compensated by the City. The City shall be provided with a list of the Union bargaining committee members prior to all negotiations.

Members of the Union bargaining committee shall be allowed the opportunity to meet on or off the premises of the employer. The employer shall provide straight time compensation for 30 minutes prior to grievances; 60 minutes prior to arbitration during regular working hours to participate in collective bargaining/active negotiations and grievance hearings if needed through the arbitration level.

The Union shall be provided a suitable bulletin board for the posting of Union notices; such board shall be identified with the name of the Union, and the Union shall be responsible therefore.

Section 1:6 - Past Practice

The parties agree that this Agreement incorporates their full and complete understanding and that prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future, unless committed in writing and signed by the parties as a supplement to this Agreement.

Section 1:7 - Strike Prohibition

The Union and its members agree to recognize both the letter and intent of Act 379 of Public Acts of 1965, as amended, which specifically prohibits any strike by a public employee during the term of the Collective Bargaining Agreement.

The City agrees not to lock out its employees of the Union during the life of this Agreement.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment, as to employees, and/or exercise of any legal right or remedy as to the Union and/or cancellations of this Agreement by the City.

Section 1:8 - Part-time Police Officers

- A. Regardless of any other provision of the Collective Bargaining Agreement, The City shall have the right to employ up to ten (10) part-time police officers who shall be permitted to supplement public safety or patrol officers.
- B. The Public Safety Director would first offer part-time positions to laid-off City of Bay City public safety or patrol officers who have recall rights before seeking to fill part-time positions from outside of the Department. The laid-off officers shall have the right to either accept or decline a part-time position, with no impact upon that officer's recall rights to formerly held full-time positions in accordance with Section 11:1 (d) of the Collective Bargaining Agreement.
- C. The Public Safety Director would have the option of re-hiring retired officers of the Bay City Department of Public Safety in accordance with IRS regulations. A retiree of the Bay City Police and Fire Pension System will not be eligible to contribute to the system during the period of re-employment and will not receive any increase in pension benefits as a result of re-employment under this section. Part-time police officers may be subject to income limitations in accordance with the Police and Fire Pension System.
- D. If layoffs are to occur, part-time officers would be laid off first according to the part-time seniority list.

- E. The City shall determine the terms of part-time employment. However, the Union shall have the right to pursue representation of part-time officers in accordance with applicable law. Should the Union gain representation of the part-time officers, the City will negotiate with the Union as required by law. Other provisions within this agreement notwithstanding, the Union recognizes that the initial terms and conditions of employment for part-time officers, are as follows:
1. Wages shall be fourteen (\$14) dollars per hour.
 2. Part-time officers will NOT be eligible for membership in the Police and Fire Retirement System.
 3. Part-time Police Officers are not entitled to fringe benefits not required by law (retiree healthcare/healthcare/dental, etc.)
 4. Part-time Police Officers may apply for externally posted vacant and open full-time officer positions.
 5. Part-time officers shall not work more than twenty-six (26) hours per week.
 6. A separate seniority list shall be maintained for part-time officers.
 7. Payment of pension benefits to retirees shall be suspended if the retiree's employment exceeds 26 hours per week.
- F. Part-time police officers are eligible to absorb overtime assignments refused by full-time officers. Part-time employees shall not be scheduled to work regular shifts in place of full-time employees, however, they may be scheduled to work special events. Part-time officers may be offered work in lieu of full-time officers being ordered in, after all eligible full-time employees have been offered the overtime opportunity.
- G. Part-time police officers shall not be considered SDO's.
- H. Part-time Police Officers shall be hired as patrol officers (law enforcement only), not public safety officers; except if that employee is already cross-trained.

The City shall have no obligation to select a part-time police officer to become a full-time position.

ARTICLE 2 HOURS OF EMPLOYMENT

Section 2:1 - Hours of Employment

- A. The hours of employment and staffing needs shall be determined by the Public Safety Director. Work schedules may include eight (8), ten (10), or twelve (12) hour shifts.
- B. The normal work schedule for eight (8) hour shifts shall consist of five (5) consecutive days of work and two (2) consecutive days off.

- C. The normal work schedule for twelve (12) hour shifts shall consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per bi-weekly pay period. The eight (8) hour shift shall be determined based on seniority.
- D. The normal work schedule for ten (10) hour shifts shall consist of four (4) days of work and three (3) days off. Patrol Operations Division bargaining unit personnel shall not be assigned to ten (10) hour shifts without agreement of the Union.
- E. With the approval of the Public Safety Director, an employee may choose an alternative work schedule (Ex: 10 hour shifts vs. 8 hour shifts) to the regular work schedule in their work unit.
- F. Should the Public Safety Director determine that a schedule change is needed, the Union shall be notified at least thirty (30) days prior to the change taking effect.

Section 2:2 - Trading of Time by Members

When an employee initiates a trade, either with another employee or with the book or when an employee uses a vacation day outside their regular vacation period.

A. Trades with Employees:

Employees shall be allowed to trade time with each other when they are qualified to perform the duties of the other employee and the trade can be arranged at no cost to the City. If, in the judgment of the Command Officer(s) in charge of the work unit(s), the employee trading the job is not qualified to perform these duties, the Command Officer(s) in charge of the work unit(s) may refuse to grant permission for such trades.

B. Trades with the Book:

Employees may be allowed to trade with the book when the trade can be arranged at no cost to the City at the time the trade is arranged. Trades with the book are limited to three (3) trades per employee per monthly detail, and no more than a total of thirty-six (36) per calendar year. Trades with the book must be completed within the weekly pay period (Thursday through Wednesday). Trading with the book to work holiday(s) as defined in section 5:1 of this Agreement at an employee's request is not permitted.

Section 2:3 - Overtime Hours

Overtime shall be paid for work hours that exceed an officer's scheduled shift of eight (8) or twelve (12) hours within any scheduled work day. This means the uninterrupted continuation of the shift (holdover) as well as "call backs" within the same 24 hour period. Officers will be paid at the rate of time and one-half (1 ½) for all "with leave" days.

The City has a right to change an employee's "with leave" days or work hours for the purposes of training or special assignments. For training days, the City will attempt to give seven (7) calendar days notice to officers.

However, the City will not alter the scheduled "with leave" days or work hours of members of the Patrol Operations Division to meet shift staffing requirements and avoid paying overtime. Overtime assignments for employees assigned to COPS shall be determined by the Public Safety Director or his/her designee.

Employees may elect to receive compensatory time off for overtime worked except grant funded overtime. Compensatory time may be carried over from one year to the next, but must not exceed one-hundred and eighty (180) straight time hours. The use of compensatory time shall not exceed one-hundred and eighty (180) hours in one calendar year. Compensatory time is to be taken off in units of not less than one (1) hour and at the convenience of the employee and at the discretion of the commanding officer. If an employee changes his/her work hours or "with leave days" for his/her benefit and this prevents the need for overtime, it shall not be grounds for a grievance from the Union or any employee.

Section 2:4 – Overtime Offers

Employees may be offered overtime on their 2nd day off at a rate of pay of one and one-half. If the employee refuses the overtime, he/she will not be charged a refusal. If the overtime is accepted, then it shall be added to the master overtime list as worked. In the event that an employee is ordered to work or performs court service he/she will be paid at a rate of one and one half.

Section 2:5- Equalization of Overtime

- A. The equalization of overtime for shift shortage, special events, and other overtime is an ongoing and continuous obligation. The Patrol Operations Division shift shortages and a separate Special Events/Other Overtime list shall be maintained and available for review by officers. All refusals of overtime shall be recorded. No employee shall refuse overtime when ordered to work.
- B. A special event is any event other than a shift shortage.
- C. Overtime for legal proceedings and late calls are not to be included in the equalization of overtime.

D. An employee may be asked, or allowed to work but shall not be charged a refusal of overtime or ordered for shift shortages or special events when:

1. An employee takes that day off as a vacation day.
2. An employee takes that day off as a personal day.
3. An employee takes that day off in compensatory time.
4. An employee takes that day off as a holiday.
5. An employee trades with the book or another employee.
6. An employee takes that day off as a citation day.
7. An employee takes that day off as a sick day.

E. When all employees eligible for shift shortages or Special Event/Other Overtime have been offered and refused the overtime and all eligible employees have refused the overtime, part-time officers shall be offered the shift shortage before the eligible employee with the least seniority shall be ordered to work the shift.

F. Equalization of overtime shortages in the Patrol Operations Division:

1. When additional officers are needed on a particular shift as determined by the Public Safety Director, officers from that shift shall be given preference. All other overtime, for example, special events, shall be offered first to the officer credited with the lowest number of overtime hours. If the low overtime officer cannot be reached by telephone or otherwise refuses, they shall be passed over and the next lowest officer in overtime hours shall be contacted. After all full-time officers have been offered and refused part-time officers shall be utilized. This procedure shall be followed until the overtime assignments have been made. In the event two (2) or more officers have the same number of overtime hours, the senior officer shall be called first. This language shall not impact previously scheduled part-time officers.
2. A supervisor may hold over the employees with the lowest seniority who are working without calling employees of the next platoon when there is less than four (4) hours notice.
3. An employee who refuses overtime when contacted shall be credited with number of hours worked on that occasion for the purpose of equalization of overtime.
4. A new Patrol Operations overtime list will be implemented with each new contract.

5. The supervisor requesting the employee to work overtime shall record the entries on the Patrol Operations overtime list. Entries to be recorded are:
 - i. Date overtime was offered
 - ii. Hours worked or refused
 - iii. Attempts to notify
 - iv. Supervisor hiring the overtime

Attempts to notify are not to be counted as refusals; they are recorded to demonstrate that attempts were made to contact the low overtime employee first. When a hiring error occurs the remedy for the error shall be that the grieved officer be offered the next available overtime.

6. An employee transferred to, or hired into the Patrol Operations Division during the term of this contract, shall be charged with the highest number of overtime hours within the Patrol Operations Division. Upon the successful completion of the Field Training Officer Program and Fire Orientation Program, a probationary employee shall be charged with the highest number of overtime hours in the Patrol Operations Division and be placed on the overtime list. However, an employee may be called in to fill a law enforcement only staff shortage if that employee has not yet completed the Fire Orientation Program.
7. The above procedures do not apply in emergencies which require the immediate mobilization of department personnel. Emergencies may be natural or man-made situations that occur unexpectedly and demands immediate attention to prevent significant loss of life and/or property as determined by the Public Safety Director or his/her designee.
8. Employees called upon to work for one and one-half (1 ½) hours or less shall not have this overtime charged to the Patrol Operations overtime list.
9. Employees who refuse overtime due to not having at least eight (8) hours off prior to reporting for their regular shift shall not have this overtime marked as refusal.
10. When an employee is off sick, injured, on Family Medical Leave, or another leave of absence, with or without pay for a period of five (5) consecutive work days, overtime hours shall be charged to the employee on the sixth (6th) day of absence as if the employee actually worked the overtime. The overtime shall be recorded on the Patrol Operations overtime list by the supervisor. The employee will have overtime charged to him/her only when it is his/her turn to fill a shift shortage as determined by the Patrol Operations shift shortage overtime list.
11. Shift preference will be given when overtime is offered.

12. Special Duty Officers assigned to community policing or School Resource Officer may be ordered in to work overtime, provided that they do not work more than sixteen (16) consecutive hours.

Bargaining unit employees assigned to the Support Operations Division, VIPER, MMCCTF, or other special "out" units may be offered overtime for the Patrol Operations Division, but may not be ordered in.

13. Any employee who is a member of this bargaining unit and is able to serve in a uniformed capacity consistent with the Rules and Regulations and General orders of the department shall be eligible for special event overtime.
14. An employee assigned to the Support Operations Division may file a written request with his/her command officer requesting to eliminate his/her name from the Special Events/Other overtime list, thus eliminating them from consideration for overtime for Special Events/Other. The employee may, at any subsequent time, but in no event more than once in any twelve (12) month period, withdraw this request in writing. When an employee requests, and receives permission from the Public Safety Director or the PSD's designee, that his/her name be placed back on the Special Events/Other overtime list, the employee will be placed on the Special Events/Other overtime list with the highest number of overtime hours within the Special Events/Other overtime list. Officers assigned to the Patrol Operations Division may not request removal from this list. Sixty days beyond the successful completion of the Field Training and Evaluation Program, probationary employees shall be charged with the highest number of overtime hours on the Special Events/Other overtime list.
15. Supervisors shall record overtime hours and refusals to work at the time the hours are offered. Adjustments to the recorded hours will not be made if an employee works less or more than the offered hours. If an employee fails to actually work the overtime after accepting the overtime hours, he/she is charged with the hours. The only exception to the above is in the circumstance that an entire event day is cancelled. (Note: Incorporates Letter of Understanding dated 9/2/04)
16. Except for extreme emergencies, no officer will be ordered to work more than 16 consecutive hours.
17. After each hiring block (up to 12 hours) overtime hours will be recalculated to determine the next available officer, which may be the same officer. This provision shall not apply to Fourth of July hiring blocks.

Section 2:6 - Overtime Data

All overtime work done in a payroll period will appear on each employee's check stub stating hours and amount of pay for said work.

Section 2:7- Court Time

Employees subpoenaed or scheduled, as a result of their employment, to any court or administrative board that has the power to subpoena, shall receive straight time pay if during their regular scheduled work hours.

If subpoenaed or scheduled to appear for court/hearing during hours which they would be scheduled off the first "with leave" day, employees will be compensated at the rate of time and one-half (1 ½). This pertains only to court or administrative agency actions pertaining to the employee's functions or their position. All employees will turn subpoena fees over to the City.

This provision does not apply to any voluntary acts (i.e. acts taken by an employee who is not, at the time of the action taken, working as a Bay City patrol officer, and not within the jurisdiction of the City of Bay City). However, this provision shall apply to cases within the jurisdiction of the City of Bay City, in which an employee, not scheduled for work, voluntarily responds to an emergency situation or felony in progress. The parties agree that the voluntary action taken by the employee shall not be considered compensated time for the purpose of salary and/or overtime benefits.

Section 2:8 – Shift selection, Patrol Operations Division

The Public Safety Director shall determine the shifts and number of personnel assigned to the shifts. It is within management's discretion to establish, eliminate, and/or change the number of personnel assigned to a shift, as deemed necessary by the Public Safety Director.

Shift selections shall be made once a year. Effective July 1, 2014, the shift selection process shall take place during the final two weeks in August of each year and be completed by September 1st. Shift changes shall take effect in the first pay period in September.

The order of selection shall be as follows:

- A. The Public Safety Director shall make shift assignments of officers who will have less than three (3) years of department seniority at the time shift changes take effect.
- B. One (1) vacancy per shift may be reserved for an accident investigator. Accident Investigators shall select shifts in order of position seniority.

C. The remaining slots on each shift shall be reserved for seniority selections. Officers shall select shifts in order of department seniority.

Nothing shall prevent the Public Safety Director from making assignments to another division of the department during the course of the calendar year.

Nothing shall prevent the Public Safety Director from making assignments to a Patrol Operations Division shift, at any time, for cause (e.g. job performance, family or medical reasons). Assignments of this nature may be the result of an employee's written request or management's initiation. The Public Safety Director will meet with union representatives prior to making assignments of this nature.

Displacement from a shift, with the exception of an officer with less than three (3) years of department seniority, shall be by reverse department seniority.

Patrol officers who are not cross-trained as Public Safety Officers shall select their shifts by seniority, however, the Public Safety Director shall determine the number of non-cross-trained employees assigned to a shift in the Patrol Operations Division.

Section 2:9 – Daylight Savings Time

The hours of work and method of compensation of officers scheduled to work during the Spring and Fall Daylight Savings Time changes is as follows:

Patrol officers scheduled to report the evening prior to the Spring Daylight Savings Time change (example: starting of shift on Saturday, time change occurs during shift on Sunday) shall report for work one hour prior to the start of his/her normal starting time. Officers shall work an actual eight or twelve hour shift and be compensated for an eight or twelve hour shift (based upon the hours the officer was scheduled to work that day). Officers wishing to take all or any part of the shift "off" must use leave time for the above described shift in accordance with methods of leave as described in this agreement.

Officers scheduled to work third shift the evening prior to the Fall Daylight Savings Time change (example: start of shift on Saturday, time change occurs during shift on Sunday) shall be compensated at an overtime rate for all hours worked over an eight hour shift.

ARTICLE 3 SALARIES

Section 3:1 – Salaries

A. Wages are as follows (see Appendix A):

Effective July 1, 2014 = 1.5%
Effective July 1, 2015 = 0%
Effective July 1, 2016 = 2%
Effective July 1, 2017 = 2%
Effective July 1, 2018 = 2%

B. Direct Payroll Deposit - Employee payroll checks will be directly deposited and become available to the employee on the morning of the respective payday.

Section 3:2 - Standby Pay

Standby time is that time which a member is required to be available for work outside of normal working hours. The pay for standby shall be computed on the following basis:

- A. Standby for emergency - after a member's regular working day, the member shall receive two (2) hours of pay for every sixteen (16) hours of standby.
- B. Standby on leave days or holidays - a member shall receive three (3) hours of pay for twenty-four (24) hours of standby.
- C. If it becomes necessary for a member to answer a call or request for work while on standby, the member shall receive a minimum of one and one-half (1 1/2) hours' pay at overtime rates, plus the normal standby pay shall be paid to the member.

Section 3:3 – Recall Pay

When a member is required to return to work outside of its regularly scheduled hours, a minimum of two (2) hours pay at overtime rates shall be paid. This shall not apply to overtime on a regular day's employment, whether the result of holding over on a job or being called in early, but the member shall be paid overtime for the member's actual overtime.

Section 3:4 - Longevity Pay

In addition to regular compensation, employees hired prior to January 21, 1992, shall receive longevity pay as follows:

- After 5 years of employment - 2%
- After 10 years of employment - 4%
- After 15 years of employment - 6%
- After 20 years of employment - 8%

Said longevity pay shall be computed on \$15,000 per annum.

Section 3:5 - Premium Pay

All employees shall receive a thirty-five cents (\$0.35) differential on second shifts. Shift starting and ending times shall be determined by the Public Safety Director.

Field Training Officers shall receive a twenty five dollar (\$25.00) per scheduled shift stipend when at least five (5) hours of their eight (8) or twelve (12) hour shift is training a Probationary Officer and completing a Daily Observation Report.

Section 3:6 - Like Work - Like Pay Provisions

When an employee is assigned to a higher job classification, the member shall be paid at the rate of the higher classification so long as the member works for three (3) consecutive work days. If the member works for three (3) consecutive work days at the higher job classification, then the member shall be compensated for all hours worked in the higher classification. Like pay for like work shall be paid for only the actual time on duty in the respective acting capacity.

An employee with less than three (3) years as a patrol officer will receive only the difference in pay that a three-year patrol officer receives when working at the next higher position.

Section 3:7 - Diving Pay

In the event the City should reinstate the diving team, members of the diving team shall be paid three (3) times their regular hourly rate while diving, except while in training.

Section 3:8 - Full-time Special Duty Officer

The classification of full-time Special Duty Officer, otherwise known as SDO, shall include the rank of corporal and detective.

Permanent ranks of SDO's shall include a total of no less than seven (7) Special Duty Officers.

The Public Safety Director may make additional permanent or temporary assignments to the position of SDO as deemed necessary by management.

Permanent SDO positions, held by officers as of the date of signing of this contract, shall not be eliminated until such time the position becomes vacant.

Testing for Special Duty Officer Positions is as follows:

- A. **Qualifications** - to qualify for the rank of Special Duty Officer, an employee must have at least three (3) years of seniority with the Bay City Police Department immediately preceding the time the opening is posted. A temporary SDO may test for a permanent Special Duty Officer Position.
- B. **Posting** – the opening for promotion will be posted in the Police Department for a period of fourteen (14) calendar days. Applications shall be submitted to the Public Safety Director in the form and manner determined by the Public Safety Director.
- C. **Oral Examination** – the minimum passing grade on the oral examination shall be a grade of seventy-five (75%). The oral examination shall comprise ninety (90%) percent of the total grade of the candidate. The oral examination shall be determined by the Public Safety Director.
- D. **Seniority** – Seniority shall comprise ten percent (10%) of the total grade of the candidate. One (1) point shall be added for each complete year of service, up to a maximum of ten (10) years of service immediately proceeding the time of the posting. No Additional points for seniority shall be added for seniority earned after the date of the posting.
- E. After the examination process is complete, the Public Safety Director retains the right to select any one of the top two (2) candidates.
- F. A separate examination process shall be used for each of the following positions: temporary and permanent detectives, Identification officers, and accident investigators. A candidate wishing to be considered for any of these Special Duty Officer positions must successfully complete the examination process for the posted position. Employees who are Special Duty Officers at the time of a posted vacant Special Duty Officer position shall not be allowed to laterally transfer into the vacant Special Duty Officer position(s) without successfully completing the examination process, finishing as one of the top two (2) candidates and being selected by the Public Safety Director to fill the posted vacancy.
- G. Special Duty Officers shall be on probation for six (6) months from the time of their appointment to the vacant Special Duty Officer position. Failure to successfully

complete this probationary period may result in the removal from the Special Duty Officer position by the Public Safety Director or the PSD's designee.

**ARTICLE 4
VACATIONS**

Section 4:1 – Vacations

All employees who have faithfully discharged their duties shall be entitled to vacation time and shall have their service time, for the purpose of computing earned vacation, computed as of the anniversary date of hire. Vacation from the anniversary date of hire to the end of the calendar year in which the anniversary date of hire falls shall be prorated.

Service time for vacation purposes shall be based upon the calendar year following the anniversary date of hire as follows. All vacation hours will be included in the employee's Paid Time Off (PTO) bank for use in the applicable calendar year.

<u>Years of Service</u>	<u>Vacation Hours</u>	<u>Years of Service</u>	<u>Vacation Hours</u>
Initial January 1st	80 Hours (Prorated)	Calendar Year 14	200
Calendar Years 2-4	80 Hours	Calendar Year 15	208
Calendar Years 5-9	160 Hours	Calendar Year 16	216
Calendar Year 10	168	Calendar Year 17	224
Calendar Year 11	176	Calendar Year 18	232
Calendar Year 12	184	Calendar Year 19	240
Calendar Year 13	192		

Section 4:2 – Personal PTO Time (Formerly Longevity Vacation)

On January 1 of each year all employees shall have twenty-four (24) hours of Personal PTO Time credited to their Paid Time Off (PTO) bank.

Section 4:3 – Vacation Slot Picks

Annual vacations must be taken in two (2) periods; one (1) during the summer months, and the other one (1) during the winter months. Each vacation must be taken in consecutive working days, and exceptions to vacation procedures may be made only with the approval of the Public Safety Director. The summer vacation period will begin April 1, and continue through September 30. The winter vacation period will begin October 1, and continue through March 31 of the following year. Selection of vacation slots by individual employees shall be by length of service in rank. For purposes of vacation only, temporary and permanent detectives shall be treated the same.

Upon the completion of annual vacation selection as referenced in the above section, a 3rd vacation pick/slot shall be added to the vacation selection process. Selection of the 3rd vacation slot by individual employees shall be made by reverse seniority by length of service in rank.

An exception to the summer/winter, two (2) vacation periods rule described above are employees that are eligible to only receive eighty (80) or less vacation hours during the calendar year. These employees may choose to select one (1), ten day slot, rather than two (2), five (5) day slots when making their annual vacation selection.

Any employee who fails to take a vacation during one (1) vacation slot will not be entitled to a longer vacation in any succeeding period unless the employee has requested and been given approval by the Public Safety Director to combine his/her two (2) vacation slots into one (1) vacation.

Other PTO may be used to fill a vacation slot.

All vacations earned must be used within the calendar year and may not be extended into the following year unless approved by the Public Safety Director and the City Manager. While on vacation, an employee shall receive regular pay and all fringe benefits. Where an employee is entitled to a holiday, it is not to be charged against the employee's vacation time.

Since employees are allowed to use PTO hours outside of their vacation slot and in order to allow the City sufficient time to meet staffing requirements, employees will be required to submit vacation requests at least 21 days prior to the first day of their vacation slot. Employees failing to submit the vacation request as required will not be guaranteed all days requested. Once the vacation request has been approved, the time must be taken as stated.

Section 4:4 – PTO Carry-over

Each employee shall be entitled to carry over up to forty-eight (48) hours of PTO Time into the next calendar year. Employees may request to carry-over PTO time in excess of forty-eight (48) hours and this request must be made in writing to the Public Safety Director and Director of Human Resources by December 1st each year.

Section 4:5 – Pay for PTO Time Lost

PTO Time is to be taken in time off. Employees are not permitted to work for the City during a vacation period and obtain "double pay" except as provided.

Where an employee is unable to take his/her earned Paid Time Off (PTO) for reasons of sickness or disability and is off work on sick leave or workers' compensation, the member shall be paid for all PTO hours earned in lieu of the time lost. If the employee returns to work before the end of the calendar year, the member shall receive his/her

PTO when desired, provided that the time can be arranged without undue hardship on the department.

Section 4:6 - PTO Usage

All PTO hours are to be used in one (1) hour increments.

Section 4:7 – PTO Payout Upon Separation

Employees eligible for PTO who have separated from the City because of retirement, resignation or termination shall have their PTO payout calculated as set forth in Appendix C.

**ARTICLE 5
HOLIDAYS**

Section 5:1 - Holidays – Paid

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reasons of a holiday. The following shall be paid holidays and the designated date of holiday celebration:

Holiday	Date of Holiday Celebration
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Good Friday	Friday Before Easter
Memorial Day	Last Monday in May
Fourth of July	Fourth of July
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day After Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

For the purposes of computing holiday pay, the starting time of the regularly scheduled shift shall be used.

An employee who works on any of the holidays designated herein will receive straight time for all hours worked plus eight (8) or twelve (12) hours of holiday pay for that day (based upon the hours the officer was scheduled to work that day). If an employee is scheduled to work a holiday, the employee maybe granted the day "on leave" and shall receive eight (8) or twelve (12) hours straight time pay (based upon the hours the officer was scheduled to work that day).

When a holiday falls on a day where it is an employee's regular day off, the employee shall be entitled to an additional day of holiday, eight (8), ten (10), or twelve (12) hours (based upon the hours the officer was scheduled to work that day) added to their PTO bank. Said hours are to be taken as a personal holiday, subject to the convenience of the Public Safety Director, of the Director's designee.

Pay options for working a paid holiday are included in Appendix D.

ARTICLE 6 LEAVES OF ABSENCE

Section 6:1 - Service-Incurred Injury

- A. Method of Compensation - from the first day of disability, 80% of wages shall be paid to the members for up to 36 months. Workers' compensation shall be effective only when an injury is considered to be in the line of duty and will be with the understanding that the necessary doctors' reports would be made periodically to Human Resources and that each case would be decided on its individual merits.
- B. Any member who is shot, stabbed, or assaulted with a deadly weapon while in the performance of their duty shall receive 100% of their pay for the first ninety (90) calendar days following such an injury.
- C. For the first six (6) months a member is disabled under workers' compensation, the member shall continue to accumulate vacation leave credit, sick leave credit, and all other fringe benefits which are normally credited to the member.
- D. If a member is disabled under workers' compensation more than six (6) months, the City will continue to pay health and life insurance premiums.

Section 6:2 – Sick Leave

- A. An employee shall earn eight (8) hours for every month of service worked, beginning on the employee's initial day of employment, with unlimited accumulations, not to exceed ninety-six (96) hours in any one (1) year. A bonus of eight (8) will be given for each three (3) month calendar period during which no sick time is used, starting January 1st of each year.
- B. While on paid sick leave, a member shall be entitled to all fringe benefits.
- C. The following is effective for employees hired prior to January 9, 2003 - in the event an employee retires or dies before retirement, the employee or the employee's survivor shall receive compensation in a sum equivalent to one half (1/2) of a maximum 200 days (1600 hours) of the employee's accumulated sick leave credits at the employee's prevailing hourly rate according to the employee's classification.

- D. The following is effective for employees hired after January 9, 2003 - in the event an employee retires or dies before retirement, the employee or the employee's survivor shall receive compensation in a sum equivalent to one half (1/2) of a maximum 120 days (960 hours) of the employee's accumulated sick leave credits at the employee's prevailing hourly rate according to the employee's classification.
- E. Sick time shall be computed at the rate of pay used in units of not less than one (1) hour.
- F. Where necessary, an employee shall be granted time off for sick leave. Within the employee's accumulated sick leave, such time off will be charged to paid sick leave. In case of illness an employee shall notify the officer-in-charge of the station at least one half (1/2) before the time the employee is to report for duty.
- G. An employee shall notify the officer-in-charge of the station at least eight (8) hours prior to the start of the shift when he/she intends to return to work from a sick leave, leave of absence or family sick leave.
- H. It shall be expected that sick employees normally be confined to their home, unless in the hospital or seeking medical assistance until such time as they notify their supervisor that they are available for duty.
- I. Regardless of the time return notification is made to their supervisor, it is expected that employees will be confined to their home for the duration of their regular work shift.
- J. Forty (40) hours of their accumulated sick leave per calendar year may be used by the employee for family sickness (family being defined as spouse, children, mother, father, and grandparent).
- K. Where an employee chronically abuses their sick leave and thus interferes with the operation of the department, the employee may be reassigned and/or transferred. The department may require a certificate from a physician describing the nature or extent of the sickness or injury.
- L. Temporary Restricted Duty – An employee with a non work related injury may submit a written request, for temporary restricted duty work, for a term up to 180 days provided the employee is released to return to work by a physician, with a description of the work restrictions. The City may require the employee to be examined by a City physician.

- M. Light Duty Provision – All employees who may become unable to perform their normal job description due to medical restrictions as a result of a duty-related injury, shall be assessed for “light duty” and shall comply with the requirements of the Light duty job program, outlined below. The goal of the program is to get the employee back to productive employment in normal duties as soon as medically possible. Light duty jobs have been developed to enable the Employer to assign employees to work that will accommodate their medical restrictions. The Employer will assign light duty jobs after review of medical evidence of restrictions. All light duty assignments will be consistent with the employee’s medical restrictions. Time spent in a light duty assignment shall count toward an employee’s seniority and longevity entitlement. A light duty assignment will last until the employee is fit to return to duty; however, a light duty assignment will not be used if it displaces a bargaining unit employee or causes a lay-off.
- N. If after 180 days, the employee is unable to return to work, without restrictions, the employee may request an additional 90 days extension. If after the 90 day extension the employee is unable to return to work, without restrictions, the employee may use sick leave, or other accumulated leave until such time all leave is exhausted.
- O. A request for a temporary restricted duty position does not guarantee accommodation. Employees will be accommodated in their respective division of assignment, if such accommodation is available. The Public Safety Director shall determine the availability of work that may be performed by employees on temporary restricted duty. The City is not required to create a temporary restricted duty position, provide training or create work to accommodate a request for a temporary restricted duty position. An employee requiring a temporary restricted duty position, due to a duty related injury or illness shall have priority for accommodation over an employee with a non-duty-related injury or illness. Other requests for temporary restricted duty positions shall be accommodated on a seniority basis.

Section 6:3- Leave of Absence Without Pay and Fringe Benefits

A leave of absence without pay and fringe benefits shall be granted when recommended by the Public Safety Director and approved by the City Manager for periods up to thirty (30) days for reasons of sickness beyond sick time, illness in family, family marital problems and education after the employee has exhausted all vacation time.

On review by the Public Safety Director, leave may be extended for good and valid reasons if said reasons are deemed consistent with the best interest of the department. During said leaves of absence without pay, seniority will not be accumulated.

After 60 days, the City may hire an individual to replace the employee on leave and/or make temporary promotions. In such instances, the employee on leave would be required to wait until a vacancy occurs to rejoin the department.

Section 6:4- Other Leave

- A. **Military Leave** – Employees shall be entitled to time off without pay with all fringe benefits for that period of time when required to be in the armed services, including the National Guard.

Members of the National Guard or reserve units, while on active training, shall be entitled to up to two (2) weeks military leave per year at full pay and with all fringe benefits, provided that the employee shall account for and repay all payments received for such service, which shall mean that they are entitled to receive payment from the City of only the difference between such compensation and their regular pay for that period. Such time off with pay will be limited to one (1) enlistment period only for those employees who are not members of the National Guard or reserve units as of July 1, 1974.

- B. **Jury Duty** – Employees shall be entitled to time off with pay and all fringe benefits for that period of time when obligated to attend in court as a juror or prospective juror in a court of record; provided, however, that the employee shall account to the City for such sums received in payment thereof, which shall mean that they are entitled to receive payment from the City of only the difference between such compensation and their regular pay for that period. An employee may be assigned to Support Services or Community and Professional Development and have his/her with leave days and work hours assigned by the Public Safety Director and/or the Chief's designee.

- C. **Funeral Leave** – Five (5) paid consecutive work days, to be used at the time of the funeral only, shall be granted to an employee in the case of the death of his/her spouse.

Three (3) paid consecutive work days, to be used at the time of the funeral only, shall be granted to an employee in the case of the death of a member of his/her immediate family. An additional paid day shall be granted if the funeral is more than 300 miles from Bay City.

The immediate family, for this purpose, shall be: son, daughter, son-in-law, daughter-in-law, foster child, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, and step relatives of the same degree as herein.

One (1) paid day (day of the funeral) will be granted for grandparents-in-law, brother-in-law, and sister-in-law. Other circumstances of bereavement will be reviewed by the Public Safety Director on an individual basis.

D. **Leave for Conferences** - The City will grant leaves of absence, with pay, up to two (2) officers for three (3) days when selected or elected to attend the annual convention of the Police Officers Association of Michigan, provided leave is requested in advance. It is further understood that the day off, with pay, will only be granted to the personnel normally scheduled to work.

E. **Maternity/Parental Leave** - A maternity leave of absence shall be granted. Maternity leaves of absence shall commence at the earliest day set by one of the following conditions: (a) request of member; (b) recommendation of the member's physician; or, (c) determination of member's physician that continued work would endanger the health or safety of the member.

The maximum leave of absence shall be six (6) months or when medically able to return to work as certified by the City physician.

Maternity leave is not intended for the benefit of a non-pregnant member of the family.

ARTICLE 7 HOSPITAL/SURGICAL/MEDICAL/DENTAL

Section 7:1 - Health Insurance

The City will provide all full-time employees, and their eligible dependents with BCBS Simply Blue High Deductible health care coverage, or an equivalent coverage program, with the City of Bay City funding an HSA for the deductible (as identified in the chart below). Employees may choose from either of the two coverage options outlined below, with the applicable employee cost-sharing provisions (as outlined in A below), beginning with the open enrollment period for the 2015 coverage year. Until such time, employees will maintain the coverage plan in place at the expiration of the 2012-2014 bargaining agreement (Option 1).

Option 1: Simply Blue High-Deductible with an annual deductible of \$1,250 for single/\$2,500 for double/family coverage, 0% co-insurance, and \$5/\$30/\$60 drug co-pay rider (after deductible).

Option 2: Simply Blue High-Deductible with an annual deductible of \$2,000 for single/\$4,000 for double/family coverage, 20% co-insurance, and \$10/\$40/\$80 drug co-pay rider (after deductible).

BCBS High Deductible health care coverage does not coordinate with Medicare, therefore any participants enrolled in Medicare, both active and pre-65 retirees, will be placed on the BCBS 2+1 Supplemental Plan or equivalent.

A. Employee Contribution

Employees shall have automatically deducted, from each payroll check, for each bi-weekly payroll period, an amount established, “pre-tax”, in accordance with Public Act 152 of 2011 (Public Act 152). This amount will be established based on either the “Hard Cap” option, or the 80/20 option.

If an employee selects a plan with costs that exceed the limits of Public Act 152, the employee shall be responsible to pay the excess cost, or twenty percent (20%) of the health care illustrative rates, whichever is greater.

If the employee selects a plan with costs that are under the limits of Public Act 152, the employee shall not be required to pay for such coverage via payroll deduction.

B. Employer Contribution

The City shall contribute the amount established, which sums shall be deposited into an employee-owned Health Savings Account (HSA) exclusively as follows:

January 1, Annually	
Coverage	Employer Pays
Single	\$ 1,250
2-Person	\$ 2,500
Family	\$ 2,500

In the event that the insurance carrier increases the annual deductible amount from January 1, 2015, forward, it is mutually agreed that the employee and the City will share the cost difference of the increase, with each party contributing half of the deductible increase. The City also agrees to notify all members of any deductible increases at least 30 days prior to the effective date of increase.

A City employee married to another City employee that participates in City-provided health care will both be on one health care contract in the name of the employee who was hired first and they will be subject to the health care costs in accordance with that collective bargaining agreement.

Section 7:2 - Subrogation

In the event an employee suffers a non-duty injury as a result of the actions of a third party that results in an absence from work that extends beyond 480 hours or, because of his/her injury elects to receive a non-duty disability retirement or other benefit payable by the retirement system, the City shall be subrogated to the rights of the person against such third party only as to that employee’s claim for health care expenses, and limited to the extent of the health benefits to which the City pays or becomes liable to pay.

Section 7:3 – Health Insurance for Retirees

A. Eligibility

To be eligible for the City's health care coverage, employees must be eligible to retire from active employment and have twenty (20) or more years of continuous City service. For the purpose of this provision, employees re-hired within twelve (12) months of separation shall be deemed to have continuous service. The retiree and/or dependents MUST be enrolled in the City's health plan at the time of retirement. If a retiree cancels coverage for any reason, the retiree and/or dependents will no longer be eligible to re-enroll in the City's retiree health plan. Spouses of deceased retirees remain eligible so long as they are on the City's health plan at the time of the retiree's death and do not remarry. If the deceased former employee's spouse remarries, their new spouse and/or new dependents will not be eligible for the City's health plan.

Employees hired after January 1, 2011, are not eligible for City-provided healthcare at retirement, unless retiree health care would have been available to him/her under another City of Bay City collective bargaining agreement absent his/her promotion. For employees hired after January 1, 2011, the City will establish a Retirement Health Savings (RHS) Plan.

B. Pre-65 Retirees

For the duration of this 2014 - 2018 collective bargaining agreement, the City will provide health care coverage to eligible Pre-65 retirees (who retire from active employment after July 1, 2014) and their IRS dependents with Blue Cross/Blue Shield high deductible health care coverage or an equivalent coverage program with the City of Bay City funding an HSA for the deductible (as identified in the chart above) or any other optional coverage program, including the corresponding premium share. Employees who retire will pay the same premium share as active employees based on the plan selected.

If the City should no longer offer BCBS high deductible coverage to active employees, the retiree shall continue to pay the last premium share that was in effect for active employees under the Simply Blue Plan. However, the level of future premium share, medical and prescription drug coverage for Pre-Medicare retirees, who retire after July 1, 2014, shall be modified to be identical to that provided to employees under subsequent collective bargaining agreements, provided:

1. that if retiree health insurance is eliminated in a subsequent collective bargaining agreement, the Pre-65 retiree shall retain the healthcare coverage and premium share formula he/she was enrolled in at the time of elimination and;
2. the City's share of the premium shall be the dollar amount specified in Public Act 152 of 2011, as amended. In the event Public Act 152 is

repealed, the dollar amount shall be adjusted by the rate of inflation according to Section 15.563 of Public Act 152 of 2011, as amended.

A retiree shall have the option to “buy up” to the healthcare benefit received upon their retirement in the event the benefits provided to active employees after that retiree’s retirement are changed.

An employee who receives a duty-disability retirement as the result of an injury or who is killed on-duty while in performance of his/her duties shall be considered to have achieved twenty-five (25) years of service.

C. Post-65 Retirees

Post-65 Retirees are required to participate in the Medicare Programs Part A&B. Thereafter, those retirees eligible for the City’s health care shall receive the City’s Post-65 NEBCO, or equivalent, retiree health coverage according to the applicable co-insurance percentage listed below. The City’s Post-65 health plan shall supplement Medicare coverage and the retiree shall be responsible to participate in and pay for their Medicare “Part B” premium. Post-65 retirees will automatically enroll in the City’s Medicare “Part D” plan at no additional charge to the retiree. However, the level of future medical and prescription drug coverage for Post-65 retirees, who retire after July 1, 2014, shall be modified to be identical to that provided to Post-65 retirees under subsequent collective bargaining agreements. If retiree health insurance is eliminated in a subsequent collective bargaining agreement, the Post-65 retiree shall retain the healthcare coverage he/she was enrolled in at the time of elimination.

An employee who receives a duty-disability retirement as the result of an injury or who is killed on-duty while in performance of his/her duties shall be considered to have achieved twenty-five (25) years of service. Regardless of pension eligibility under the Police and Fire Retirement System, an employee retiring shall pay the following premium contributions on a monthly basis (based on illustrative rates provided by the vendor):

<u>Years of City Service</u>	<u>Employer Pays</u>	<u>Retiree Pays</u>
20	75%	25%
25 or more	90%	10%

The subrogation provision is in effect for retirees receiving City health care.

Section 7:4 – Health Insurance Waiver

Any active employee or future retiree who is eligible, but chooses not to participate in City-provided health care coverage, who can alternatively show proof of insurance from another source, and who signs a waiver with the City, shall receive a payment in lieu of coverage equal to \$150 per month, paid monthly, for each and every month such coverage is waived.

An employee (but not a retiree) who waives his right to health insurance coverage may have the opportunity to resume coverage during the calendar year the employee has a qualifying status change event, or at the next "open enrollment" period under any circumstances. In such case, the monthly payment in lieu of coverage will cease and the City's health care coverage will be re-instated effective the first of the month following written notice to the City of the employees desire to re-enroll.

Section 7:5 – Health Insurance Continuation

Employees "laid off" by the City shall continue to receive the above-described health care coverage benefits for the period of six (6) months following the day of "layoff" for involuntary termination of employment; except where the employee was "fired for cause," in which case the coverage benefits shall be terminated and cease as soon as possible under the City's policy.

Section 7:6 – Dental Insurance

The City shall provide full-time bargaining unit employees and eligible dependents with a dental insurance plan which covers one hundred percent (100%) preventative care, seventy-five percent (75%) basic care, fifty percent (50%) major dental care, with an \$1,000 annual maximum and \$50 deductible (waived for preventative care) per person per benefit year.

Section 7:7 – Retiree Health Savings (RHS) Plan

Employees hired or transferred into the unit, after January 1, 2011, who are not eligible for retiree health care, shall be eligible to participate in a Retiree Health Savings Plan. The City will contribute 6% of an employee's gross wages on a bi-weekly basis, into a self-directed, qualified plan, that shall be transportable and provide 50% vesting after ten (10) years of employment, with a 5% annual increase until the employee is 100% vested after twenty (20) years of employment.

An employee who receives a duty disability retirement as the result of an injury shall be considered to have achieved 20 years of service and will be 100% vested in the Retiree Health Savings Plan at the time of their duty-disability retirement. Accordingly, the dependent of an employee who is killed while on-duty and performing his/her duties will be 100% vested in the Retiree Health Savings Plan.

ARTICLE 8 INSURANCES

Section 8:1 - Life and AD&D Insurances

The City shall provide each employee with \$50,000 of face value life insurance, with the City paying full premiums.

The City shall also provide a \$50,000 Accidental Death and Dismemberment (AD&D) insurance for each employee with the City paying full premiums.

Section 8:2 - False Arrest & Comprehensive General Liability Protection

The City shall provide each employee with false arrest and comprehensive general liability coverage with no cost to the employee while such employee is acting within the scope of his/her duties.

Coverage shall be provided in the following limits of liability: \$100,000 per person; \$300,000 aggregate each occurrence.

For the purpose of coverage under the provisions of Section 8.2 regarding false arrest, an employee shall be deemed to be acting within the scope of his duties and thereby covered:

- A. When the employee is engaged in any activity assigned, directed, or authorized by the Public Safety Department.
- B. When the employee is engaged in any activity assigned, directed, or authorized by the Public Safety Department.

ARTICLE 9 UNIFORMS AND EQUIPMENT

Section 9:1 - Plain Clothes Officers

Employees who regularly wear civilian clothing in the performance of their duties shall receive a clothing allowance of six hundred dollars (\$600) per annum in lieu of uniform while assigned to such duties, to be paid in July of each year. In the event a member has been paid the clothing allowance and subsequently is no longer required to wear civilian clothes, any replacement officer shall not earn or be entitled to receive a clothing allowance until July following the commencement of the employee's plain-clothes duty.

Section 9:2 - Cleaning Allowance

A cleaning allowance will be paid at the rate of seventy-two dollars and fifty cents (\$72.50) per month.

ARTICLE 10 RETIREMENT BENEFITS

Section 10:1 - Retirement Benefits

Pension benefits for employees shall be governed as it presently exists or as amended under Article XXVIII of the City Charter of the City of Bay City.

- A. An employee hired prior to July 1, 2014, is eligible for retirement after ten (10) years of service with age fifty-five (55) at a two and one-half percent (2.5%) multiplier. An employee is eligible for retirement after twenty-five (25) years service at a two and eight-tenths percent (2.8%) multiplier regardless of age. An employee becomes vested in the above plan after ten (10) years of service. The employee's contribution shall be ten percent (10%) of the member's gross wages, less overtime.

- B. Employees hired into this bargaining unit after July 1, 2014, shall receive a two percent (2.0%) multiplier (paid on base wages only), after 10 years of service at age fifty-five (55), or after twenty-five (25) years of service, regardless of age. Employees transferring into this unit with eligibility for a different multiplier for the Bay City Police and Fire Retirement System under another collective bargaining agreement shall continue eligibility under that respective agreement (no gain, no loss).

- C. An eligible employee's pension is calculated using the total number of years plus months of credited service and the applicable multiplier times their final average salary (best three (3) years of the last ten (10) years of service excluding accumulated sick leave payment); not to exceed seventy percent (70%) of the employee's calculated maximum pension base. For employees hired prior to July 1, 2014, a two and one-half percent (2.5%) multiplier shall be used for eligible employees retiring with less than twenty-five (25) years of credited service and with age fifty-five (55). A two and eight tenths percent (2.8%) multiplier shall be used for eligible employee retiring with twenty-five (25) years or more of credited service. The final average salary shall include all types of monetary compensation that currently has a ten percent (10%) deduction as the employee contribution to the pension system, at the time such compensation is received by the employee, with exclusion of accumulated sick leave payment. It is noted that vacation day payment is currently included in the final average calculation. It is also noted that sick time payout is excluded in the final average calculation.

An employee is eligible to include in the calculation of maximum pension base, a maximum bonus pay average. The employee may include a five thousand dollar (\$5,000) per year, and maximum bonus pay for the last three (3) calendar years (January – December) prior to retirement. An average of the allowable three (3) bonus pay years is included in the calculation of the maximum pension base. An

employee is eligible for the inclusion of the bonus pay into the pension calculation, providing that, upon retirement, the employee contributes ten percent (10%) of the three (3) years bonus pay listed above, to the employee's retirement system. Upon retirement, the employee may pay the ten percent (10%) contribution to the retirement system by deducting the contribution from a cash payout the employee may be receiving with the exclusion of annuity withdrawal, or may make a cash contribution to the retirement system. Bonus pay that may be included in the above mentioned five thousand (\$5,000), last three (3) year averages shall include types of monetary compensation, that does not receive a ten percent (10%) deduction in the form of an employee contribution to the pension system, at such time the compensation is received by the employee. These types of monetary compensations include but are not limited to: overtime pay, cleaning allowance, clothing allowance, and health insurance waiver. It is noted that sick time payout is excluded from the bonus pay calculation.

- D. For the term of this contract, interest on an employee's contribution will be five percent (5%) after which time the interest calculation shall be governed as described, or as amended under Article XXVII of the City Charter of the City of Bay City.
- E. Pre-tax Treatment: Member contributions picked up shall be treated as City contributions for purposes of determining income tax obligations under the Internal Revenue Code: however, such picked up member contributions shall be included in the determination of the members' gross annual salary for all other purposes under federal and state laws. Members' contributions picked up shall continue to be designated member contributions for all purposes of the retirement system and shall be considered part of the member's salary for purposes of determining the amount of the member's contribution.

Section 10:2 - Annuity Withdrawal Option

Effective January 1, 1987, a member who retires may, at the time of retirement, elect to be paid a refund of all or some of their accumulated contributions standing to the member's credit as defined by the Charter of the City of Bay City, Article XXVIII.

Accumulated Contribution (as defined in Section 2 (11) of Article XXVIII) is the sum of all amounts deducted from the compensation of a member and credited to a member's individual account in the pension savings plan together with regular interest thereon credited at the beginning of each fiscal year (July 1), provided the member maintains employment through the end of the fiscal year (June 30).

Upon election of this refund provision, any pension otherwise payable shall be reduced by an amount which is actuarial equivalent to the refunded amount which already includes interest. See definition above for "Accumulated Contribution". The actuarial equivalent amount shall be determined by the actuaries of the Bay City Police and Fire Retirement System.

Section 10:3 - Military Service

The City shall grant additional service credit up to three (3) years for military service rendered prior to employment with the City. The additional military service credit would be used only to enhance the computation of pension benefits; such credit would not be used to meet eligibility requirements for voluntary retirement. To be eligible for military service credit, the member will be required to furnish proof of honorable discharge for the years/months claimed at the time of election.

A member shall pay a fee of six percent (6%) of their current rate of pay in effect at the time of their retirement of their current maximum pension base plus an interest rate of one percent (1%) from their date of hire to their retirement date. Payment shall be in the form of a money order or check made payable to the City of Bay City and paid within thirty (30) days prior to their retirement date.

Section 10:4 - Pension Continuation for Deceased Retiree's Spouse

Upon the death of a retiree (or non-duty death of a member), the surviving spouse shall receive a pension equal to one-half (1/2) of the retiree's current pension. Upon the surviving spouse's death, said pension shall terminate. Pension benefits will continue upon the remarriage of a surviving spouse.

Employees retiring on or after January 1, 1998, shall be eligible for a pension continuation to their surviving spouse equal to sixty-five (65%) of the retiree's pension (regardless if the spouse remarries) effective upon their death if same shall occur on or after January 1, 2000. Otherwise, in the event of said retiree's death after January 1, 1998, but prior to January 1, 2000, their surviving spouse shall receive one-half (1/2) of the retiree's pension upon death, which amount shall then increase to sixty-five (65%) of the retiree's pension effective January 1, 2000. Upon the said spouse's death, the spouse's pension shall terminate.

Upon remarriage of the deceased retiree's surviving spouse, he/she shall be covered by his/her spouse's health insurance, if at all possible. Once eligible for such coverage, said surviving spouse shall not be covered by the City's health insurance. Only upon proof of discontinuance of those benefits will the surviving spouse only again be eligible for the City's health insurance. Eligible dependent children of the deceased member shall also be covered by City health insurance per pension age rules (age 18).

"Surviving spouse" shall mean and be limited to the person to whom the retiree/member was married to at the time the retiree/member retired/terminated his/her employment with the City.

Section 10:5 - Pension Escalator

Employees retiring shall receive a post-retirement adjustment to their original pension benefit, (after recalculation due to annuity withdrawal), equal to three and one-half percent (3.5%) of the original benefit beginning on the fifth (5th) year anniversary of retirement; an additional to three and one-half percent (3.5%) increase to the original pension benefit beginning on the tenth (10th) year anniversary of retirement; and finally, an additional increase to three and one half percent (3.5%) of the original pension benefit amount beginning on the fifteenth (15th) year anniversary of retirement.

This pension escalator shall only be calculated on credited service prior to July 1, 2014.

ARTICLE 11 SENIORITY

Seniority is hereby granted to all employees and is determined on the basis of the employee's last date of hire in the Police Department and shall not be affected by race, sex, marital status, or dependents of the employee. There shall be no replacement of regular employees by temporary employees, seasonal employees, or persons on relief rolls (such as allowed in Section 1:8 – Part-time Police Officers).

- A. **Probationary Period** – All full-time employees shall serve a probationary period of one (1) year during which time they will be termed “probationary employees”. Effective 60 days after completion of the Field Training Officers (FTO) program, the union shall represent probationary employees for the purpose of collective bargaining. However, probationary employees may be terminated at anytime during the probationary period by the City, in its sole discretion, and neither the employee nor the Union shall have recourse to the grievance procedure over such termination.
- B. **Seniority List** – At the date of execution of this agreement, the City will furnish to the Union a seniority list that is up to date and which will show the individual employee's hiring date, name, and seniority period. This roster shall be furnished annually on or about July 1st. Said seniority list will be posted on the bulletin board provided by the City so that each employee may know his/her seniority. The City shall furnish the Union president the same list at the Union's request. If the seniority date posted is not contested by either party within 30 days after posting, then said date of seniority is to be presumed conclusively correct.

C. Loss of Seniority – A member shall lose his/her seniority for the following reasons only:

1. Employee voluntarily quits City employment.
2. Employee retires.
3. Employee is discharged.
4. Layoff in excess of five (5) years.

D. Layoff and Recall

1. In the event of layoffs, employees will be laid off according to departmental seniority with the least senior employee being laid off first.
2. Part-time officers will be laid off first followed by probationary employees.
3. Employees on layoff shall have rights to recall. Such employees will be called back in inverse order of layoff. Notice of recall shall be sent to the employee's last known address by certified or registered mail. If an employee fails to report to work within ten (10) days from the date of the mailing of the notice of recall, the employee shall be considered to have voluntarily quit. Laid-off employees are responsible for notifying the City of their current address.
4. Employees who are promoted to command officer classification shall retain the seniority they had at the date they leave this bargaining unit and will not, for the purposes of bumping, acquire any further seniority under this Agreement while in the command officer classification.
5. A command officer reduced in rank for non-disciplinary reasons, who bumps back into the patrol officer's classification, may be returned to said employee's previous rank without complying with the normal procedures for promotion, including testing, if said employee is returned to his/her rank within a period of time equivalent to said employee's time in rank or two (2) years, whichever occurs first, but such employee shall retain his/her department wide seniority for all purposes under the rules and regulations, including but not limited to, writing for promotional examination.
6. Laid off employees shall be notified, in writing, by the City at least 15 days in advance of the effective date of layoff.

ARTICLE 12 GENERAL

Section 12:1 - Citation Board

The Citation Board, as organized on February 22, 1954, for the Bay City Police Department, shall be continued.

There are six (6) types of citations granted to members by the Board:

- A. Killed in action
- B. Courageous Service
- C. Wounded in the Line of Duty
- D. Meritorious Service
- E. Life Saving
- F. Exemplary Service

Eight (8) hours of paid leave time is granted for each citation given under B, C, D and E. The Board shall meet at least once per calendar year. Citations shall be issued to officers within 30 days of the meeting.

Citations will be defined as follows:

- A. **Killed in Action:** Killed in Action Citation shall be awarded to any officer who loses their life in the performance of their duties.
- B. **Courageous Service:** Courageous Service Citation shall be awarded to any officer who in the performance of their duties displays exceptional courage and bravery or where the officer knowingly endangers, or is likely to endanger their life or exposes themselves to serious injury and as a result of the crime is prevented, a life saved, a suspect is arrested, or an incident is resolved.
- C. **Wounded in the Line of Duty:** Wounded in the Line of Duty Citation shall be awarded to any officer who is shot, stabbed, or receives an injury that results in disfigurement or permanent scarring as a result of direct contact with a suspect.
- D. **Meritorious Service:** Meritorious Service Citation shall be awarded to any officer in the performance of their duties and such performance results in the prevention of a crime, the solving of a high profile crime or the resolution of a critical incident.
- E. **Life Saving:** Life Saving Citation shall be awarded to any officer who saves a life through various actions. Actions meriting this award shall be significant actions by the officer and not routine measure unless such measures are performed under difficult or dangerous circumstances.
- F. **Exemplary Service:** Exemplary Service Citations shall be awarded to any officer who displays professional excellence in the performance of their work which does not fit the criteria of the above-mentioned awards but the Citation Board wishes to recognize their achievement.

Section 12:2 - Personnel File

Any employee covered by this agreement may view the contents of their personnel file at any reasonable time, upon request, and said employee will be given a copy of whatever is put into his/her file.

Section 12:3 – Record Request

The employee and the Union representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of the employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, provided the request is made in writing, setting forth the specific reasons for the request.

Section 12:4 – Personnel Review Board

A Personnel Review Board, consisting of the City Manager or his/her delegate, Public Safety Director or his/her delegate, and three (3) members shall be formed once each year during the month of January if requested by the Union.

On written request of a member to the Public Safety Director, the Personnel Review Board shall review all matters involving complaints or infraction of rules in this employee's file, where it was determined that charges would not be preferred, or a penalty assessed, but a written record of such complaint or infraction was made a part of the employee's personnel file.

If such request for record review is made by one of the employees of the Personnel Review Board, a substitute will be selected to act on the Board.

If the Personnel Review Board determines there is no present or future need for such record, and such record is at least three (3) years old, it may, by majority vote, purge any such record from the member's personnel file and order it destroyed.

Section 12:5 - Authorized Side Arm

An employee's gun must meet established departmental requirements and be approved by the department.

Section 12:6 - Permission for Off-Duty Work

When a member wishes employment outside of their City position, the member shall request permission, in writing, from the Public Safety Director.

If the Public Safety Director determines that such employment is improper, the request may be denied.

Section 12:7 – Reimbursed Expenses

The City shall repair or replace items of personal property, including but not limited to watches, glasses, and clothes, which are damaged while an employee is engaged in the performance of the employee's duties.

The City, however, reserves the right not to make reimbursement for expensive items of personal property, such as, but not limited to, diamond rings. It is the intent of the parties that the employee shall wear or possess, while on duty, personal items considered to be "luxury" items at the employee's own risk. The City shall not pay for lost or misplaced items through the employee's own negligence.

Section 12:8 – Out-of-Town Trips

The City shall pay for all authorized expenses incurred on out-of-town trips.

Section 12:9 – Reinstatement of Veterans

Any employee when required to enter into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered reemployment in the employee's previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event the employee will be offered such employment in line with the employee's seniority as may be available, which the employee is capable of doing, at the current rate of pay for such work, provided the employee reports for work within 90 days of the date of such discharge or 90 days after hospitalization continuing after discharge.

Section 12:10 – Residency

- A. Employees shall notify the Public Safety Director, in writing, of any change of address and telephone number within ten (10) calendar days of such change. A post office box number is not acceptable in lieu of such address.
- B. The City has no residency requirement for unit employees.

Section 12:11 – Physical

Employees may avail themselves of a physical examination annually by a physician of their choice through the medical insurance plan (Section 7.1). The physical shall consist of a complete history, physical examination, Chem 24 blood evaluation, and a choice of pulmonary function test, chest X-ray or EKG. The City shall pay the cost of the office visit upon submission of the physician's payment receipt through "petty cash" at City Hall.

If as a result of the above examination, it is determined that the employee is unable to perform his/her normal duties the employee may apply for accommodation under the Americans' with Disability Act (ADA) or may apply for other City jobs which meet his/her accommodation. If the employee or the City disagree with the physician's opinion, the City may seek a second opinion at the City's expense. If a conflict exists between the two physicians an impartial third opinion may be obtained from a third physician mutually agreed upon by the City and the employee's physician. The expense of the third opinion will be borne by the City when found to be in agreement with the employee's physician and will be borne by the employee when found to be in agreement with the City's physician. No employee may be terminated until the additional opinions referred to above have been received in writing by the employee and the City.

If, however, in the opinion of the City physician, the employee is unable to perform all of his/her job duties he/she will use sick leave, vacation time, paid holidays, personal holidays and compensatory time or in the event such time is exhausted, leave without pay, until such opinions are rendered.

Section 12:12 - Wellness Program – YMCA Membership

The City shall provide for the complete cost of providing a sponsored, yearly corporate membership to the Bay Area YMCA, allowing for all covered employees to voluntarily access the facilities and participate in the programming therein. Such membership shall be limited to the extent the same shall cost the City no more than \$10 per covered employee per month during the duration of this agreement. Cost exceeding such amount shall be paid by employees choosing to continue participation in same.

ARTICLE 13 AUTHORITY OF MANAGER

Authority is hereby given to the City Manager and/or his/her designee to negotiate with the Union to implement the policies of this agreement in the various particulars as established without prior or subsequent approval of the City Commission.

ARTICLE 14 SEVERABILITY

If any of the provisions of this agreement are found to be illegal by statute, a court of competent jurisdiction, or the state labor board, said illegal portion may be stricken, and all other provisions shall remain in full force and effect.

ARTICLE 15 GRIEVANCE & ARBITRATION

Section 15:1 – Grievance

Should any difference, dispute, or complaint arise as to the meaning or application of the provisions of this agreement, such difference shall be resolved in the following manner provided that the settlement of a grievance or arbitration shall not expand or modify this agreement.

Section 15:2 - Grievance/Definition

A grievance is defined as an alleged violation of an article or section of this agreement.

Section 15:3 - Grievance/Arbitration Procedure

Step 1. An employee, through the Union or the Union in behalf of one or more employees, or on it's own behalf, may initiate a grievance by submitting such grievance in writing to the supervisor involved within ten (10) working days after the occurrence or omission giving rise to the grievance or the grievance shall be considered dropped. The supervisor shall reply in writing within ten (10) working days thereafter. If no reply is received from the supervisor within the prescribed time limit, it will be deemed to be settled in the Union's or the employee's favor.

Step 2. If the grievance is not satisfactorily disposed of, the aggrieved employee/Union shall submit it in written form to the Public Safety Director within ten (10) working days following the reply of the supervisor or the grievance shall be considered dropped.

A meeting between the Public Safety Director and/or his/her designee, the employee, and the Union Labor Committee shall be arranged within ten (10) working days of a receipt of a grievance, by the Public Safety Director and/or his/her designee. The Public Safety Director and/or his/her designee shall review the grievance, and the PSD's and/or his/her designee's written answer shall be submitted within ten (10) working days unless mutually extended. If no reply is received within the prescribed time limit, it will be deemed to be settled in the Union's or the employee's favor.

Step 3. If the grievance is not resolved by the Public Safety Director's and/or his/her designee's answer, the Union Labor Committee may appeal in writing to the City Manager and/or his/her designee within ten (10) working days or the grievance shall be considered dropped. The City Manager and/or his/her designee shall meet with the Union Labor Committee within ten (10) working days of the appeal unless mutually extended. The answer of the City Manager and/or his/her designee must be filed within ten (10) working days.

Step 4. If the grievance is not satisfactorily adjusted in the last preceding step within the time provided (unless mutually extended), either party may, within 21 days, request arbitration or the grievance shall be considered dropped. The other party shall be obligated to proceed with arbitration in the manner hereinafter provided. If the parties are unable to agree upon an arbitrator within fourteen (14) days of notice for arbitration, the party requesting the arbitration shall promptly file a demand for arbitration with the Federal Mediation and Conciliation Service.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or the application of this collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to alter or modify the terms of this agreement.

The arbitrator may, in cases involving discipline or discharge, determine if the discipline or discharge is for good cause. The arbitrator shall have the authority in cases concerning discipline or discharge to order the payment of back wages and compensation for an employee. The arbitrator's award shall be final and binding on the parties and affected employees. The expense of the arbitrator shall be shared equally by both parties.

ARTICLE 16 WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, 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 agreement.

Therefore, the City and the Union for the life of this agreement, 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 referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

**ARTICLE 17
RULES & REGULATIONS**

After affording the Union an opportunity to negotiate with the City over any new rule or regulation, or amendment or an existing rule or regulation, dealing with the subject of position responsibilities, general work rules, and offenses and penalties therefore, the City may implement any such rule or regulation or amendment thereof. If, in the opinion of the Union, any such rule or regulation or amendment thereof is unreasonable, the Union may grieve the reasonableness of the rule or regulation or amendment thereof, as well as its application, by submitting it to arbitration under Step 4 of Article 15, Grievance/Arbitration Procedure. No such rules or regulations shall become effective until at least 30 days after announcement.

This agreement shall supersede any rules or regulations inconsistent herewith.

**ARTICLE 18
RENEGOTIATION FOR ANNUITY PROGRAM**

After January 1, 1987, at the request of the Union, the City agrees to meet and negotiate the Union's proposal regarding the right of employees, upon retirement, to elect to withdraw in cash that portion of their pension fund to which they had contributed, together with the earnings attributable to said portion. The parties agree that this Article will not be subject to Act 312.

**ARTICLE 19
DEFERRED COMPENSATION**

Employees may, at their option, elect to participate in the ICMA Deferred Compensation Plan through the City of Bay City.

**ARTICLE 20
EMERGENCY FINANCIAL MANAGER**

This Agreement adopts by reference any terms and conditions imposed under Act 436. The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a

referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or Federal Court.

**ARTICLE 21
DURATION**

This agreement shall remain in force and effect from July 1, 2014, to December 31, 2018, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least 90 calendar days' written notice by certified mail, before the end of the term of this agreement or before the end of any annual period thereafter, of its desire to terminate the same or change or amend any of its provisions.

This Agreement was ratified by a vote of the Police Officers Association of Michigan at a meeting held for such purpose, in accordance with its bylaws, on May 30, 2014.

FOR THE CITY OF BAY CITY:

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN:

Richard Finn
City Manager

Dan Kuhn
POAM Representative

Gregory D. Talicska
Director of Human Resources

David Petro
POAM - President

Michael Cecchini
Director of Public Safety

Rich Roberts
Vice-President

Patrick Lochinski
Secretary

Approved and adopted by general resolution of the Bay City Commission at a formal meeting held at the City of Bay City, Michigan, on June 16, 2014.

Witness

Christopher Shannon, Mayor

Witness

Dana Muscott, City Clerk

APPENDIX A
WAGE SCHEDULE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Patrol Officer

Effective	% incr.	Beginning	18 Months	36 Months
7/1/2014	1.5%	\$16.16	\$20.87	\$25.64
7/1/2015	0%	\$16.16	\$20.87	\$25.64
7/1/2016	2.0%	\$16.48	\$21.29	\$26.15
7/1/2017	2.0%	\$16.81	\$21.72	\$26.67
7/1/2018	2.0%	\$17.15	\$22.15	\$27.20

Public Safety Officer

Effective	% incr.	Beginning	18 Months	36 Months
7/1/2014	1.5%	\$16.97	\$21.91	\$26.92
7/1/2015	0%	\$16.97	\$21.91	\$26.92
7/1/2016	2.0%	\$17.31	\$22.35	\$27.46
7/1/2017	2.0%	\$17.66	\$22.80	\$28.01
7/1/2018	2.0%	\$18.01	\$23.26	\$28.57

Special Duty Officer (SDO)

Effective	% incr.	
7/1/2014	1.5%	\$26.18
7/1/2015	0%	\$26.18
7/1/2016	2.0%	\$26.70
7/1/2017	2.0%	\$27.23
7/1/2018	2.0%	\$27.78

Special Duty Officer w/ Firefighter I & II Certifications

Effective	% incr.	
7/1/2014	1.5%	\$27.49
7/1/2015	0%	\$27.49
7/1/2016	2.0%	\$28.04
7/1/2017	2.0%	\$28.60
7/1/2018	2.0%	\$29.17

Effective July 1, 2014, Officers assigned to community policing or School Resource Officer shall receive Special Duty Officer base pay, but shall not be classified as full-time Special Duty Officers.

APPENDIX B

**CITY OF BAY CITY
POLICE & FIRE RETIREMENT SYSTEM**

Sample Calculation of Pension Benefits for POAM

Based on 2,080 hours per year

2013 Base rate of pay: \$25.26 + \$0.58 (longevity*) = \$25.84

2014 Base rate of pay: \$25.64 + \$0.58 (longevity*) = \$26.22

2015 Base rate of pay: \$25.64 + \$0.58 (longevity*) = \$26.22

**Longevity not applicable for employees hired after January 21, 1992.*

Final Rate of Pay: \$26.22

Final Average Salary Calculation (FAS):

	Base Salary (best 36 months)	Bonus Pay (last 3 full calendar years)	Total for FAS Calculation
2013	\$53,747.20	\$3,000.00	\$56,747.20
2014	\$54,537.60	\$2,000.00	\$56,537.60
2015	\$54,537.60	\$2,000.00	\$56,537.60

*Vacation Payout: \$6,292.80

Total: \$176,115.20

* PTO hours (vacation and personal PTO) Payout = 240 hours x \$26.22 = \$6,292.80

Bonus pay includes: overtime pay, cleaning allowance, clothing allowance, and health insurance waiver. Sick time payout is excluded from the bonus pay calculation

Maximum Pension Base

\$26.22 x 2,080 hours =

\$54,537.60 + \$2,333.33 [bonus pay average] x 70% = \$39,809.65

Final Average Salary (FAS)

\$176,115.20 ÷ 3 Years = \$58,705.07

Annual Pension Calculation

\$58,705.07 x 0.028 x 25 (years of service) = \$41,093.55

Final Pension Adjusted for Maximum: \$39,809.65

APPENDIX C

PTO PAYOUT

Calculation of PTO vacation hours and Personal PTO payout upon retirement, resignation, or termination

The City of Bay City and the Police Officers Association of Michigan (POAM) agree that the methods listed below shall be used for calculation of PTO vacation hours and Personal PTO hours for persons who retire, resign, or who are terminated from employment with the City of Bay City Department of Public Safety .

Retirement

The method of calculation of PTO payout for an employee retiring from the City of Bay City Department of Public Safety shall be as follows:

An employee must be on the payroll for 10 or more paid work days, excluding with-leave days, in a month in order to earn PTO vacation hours for that month.

An employee retiring from the City of Bay City Department of Public Safety shall receive a payout of all PTO vacation hours and Personal PTO hours available in their PTO bank at retirement. In addition the employee will receive a payout on any PTO vacation hours that they may have earned during the current calendar year up to their date of retirement. Any PTO hours used in the calendar year, prior to the retirement date, shall be deducted from their PTO payout.

Example: On January 1, 2015, an employee with 20 years of service has 240 PTO vacation hours and 24 Personal PTO hours credited to their PTO bank. The employee retires effective March 1, 2015. The employee used twenty-four (24) hours prior to the date of retirement. The PTO payout shall be as follows:

240	PTO vacation hours credited to the employee's PTO bank 1/1/15
24	Personal PTO hours credited to the employee's PTO bank on 1/1/15
40	PTO vacation hours earned for January and February 2015 (<i>accrual rate: 20 hours x 2 months</i>)
(24)	<i>minus</i> PTO vacation hours used
280	hours eligible for payout

Resignation or Termination

The method of calculation of PTO vacation hours payout for an employee resigning or who is terminated from the City of Bay City Department of Public Safety shall be as follows:

An employee who separates employment from the City of Bay City Department of Public Safety shall receive a payout of all PTO vacation hours and Personal PTO hours available in their PTO bank at separation. In addition the employee will receive a payout on any PTO vacation hours that they may have earned during the current calendar year up to their date of separation. Any PTO hours used prior to their separation of employment, shall be deducted from their PTO payout.

An employee must be on the payroll for 10 or more paid work days, excluding with-leave days, in a month in order to earn PTO vacation hours for that month.

Example: An employee with one (1) year of service as of March 1, 2015, resigns employment with the City of Bay City Department of Public Safety effective April 2, 2015. The employee used 8 hours of PTO prior to their separation of employment.

The vacation payout shall be as follows:

66.67	PTO vacation hours credited to an employee's PTO bank on 1/1/15. (<i>accrual rate:</i> 6.67 hours x 10 months [3/1/14 – 12/31/14])
24	Personal PTO hours credited to an employee's PTO bank on 1/1/15
20	PTO vacation hours earned for January, February, and March 2015 (<i>accrual rate:</i> 6.67 hours x 3 months)
(8)	<i>minus</i> PTO vacation hours used
<hr/>	<hr/>
102.71	hours eligible for payout

APPENDIX D

OPTIONS FOR WORKING A PAID HOLIDAY

Option #1 – Cash

12 Hours SRP* for regular work day	CASH
<u>12 Hours SRP* for working holiday</u>	<u>CASH</u>
24 Hours	TOTAL CASH

Option #2 – Compensatory Time

12 Hours SRP* for regular work day	CASH
<u>12 Hours added to Comp time for working holiday</u>	12 Hrs C/T
24 Hours	

Option #3 – Holiday Leave

12 Hours SRP* for regular work day	CASH
<u>12 Hours HL to be credited for use at later date</u>	HL Day
24 Hours	

Additional

If you elect to use your HL on the holiday (e.g. take Thanksgiving Day off HL), you will be marked HL and nothing further is necessary. If you are WL, you will be given a HL to your credit to use at another time as it is now.

Reminder

If you elect Option #2, your compensatory time balance must be able to accommodate a full 12 hours. If the option selected exceeds the compensatory time maximum balance the entire payment (12 hours) will default to Option #1 – Cash payment.

* SRP (Straight Rate of Pay)

APPENDIX E

LETTER OF AGREEMENT

The City of Bay City ("City") and the Bay City Police Officers Association ("Patrol Union"), subject to ratification by * * * the City Commission, agree as follows:

1. The City and Union agree to amend their May 7, 2012 - June 30, 2014 collective bargaining agreement to provide for the implementation of the consolidation of the City's Police and Fire Departments into a combined Public Safety Department. In the event of a conflict between the 2012 -2014 collective bargaining agreement and this Letter of Agreement, this Letter of Agreement shall control. **NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO RESTRICT THE RIGHT OF THE CITY TO USE PART-TIME OR PAID ON CALL FIREFIGHTERS IN ITS SOLE DISCRETION. ITEMS IMPACTED BY THE CITY'S IMPLEMENTATION PLAN WHICH ARE NOT ADDRESSED IN THIS LETTER OF AGREEMENT OR THE 2012 - 2014 COLLECTIVE BARGAINING AGREEMENT WILL BE NEGOTIATED STRICTLY FOR OPERATIONAL REASONS AND WILL HAVE NO MONETARY OR BENEFIT-RELATED ADJUSTMENT, HIGHER OR LOWER.**

2. If the City Commission adopts the Implementation Plan for the new Public Safety Department, the new classification of Public Safety Officer shall be assigned to the Patrol Union's bargaining unit.

3. The City reserves the right to unilaterally modify the Implementation Plan or revert back to separate Police and Fire Departments and eliminate the classification of Public Safety Officer. In that event, Public Safety Officers who came from the Patrol Union's bargaining unit shall revert back to the classification they held prior to becoming a Public Safety Officer. All

time served as a Public Safety Officer shall count towards Patrol Union bargaining unit seniority and step increases (Appendix A of the collective bargaining agreement) as a Patrol Officer.

4. All members of the Patrol Union's bargaining unit shall be given the opportunity to be cross-trained as a Public Safety Officer. Once cross-trained, maintenance of Firefighter 1 and Firefighter 2 certifications shall be a condition of employment. Members of the bargaining unit shall be selected for cross-training as a Public Safety Officer as shown in Appendix 1.

5. Bargaining unit members who become cross-trained as a Public Safety Officer shall remain covered under the City's Police and Fire Pension Plan and Retirement System. Employees holding the classification of Public Safety Officer may serve as the "police officer member" under Article 15.3 of the City Charter.

6. Prior accumulated seniority and length of service for eligibility for benefits (such as vacation or longevity pay) shall be credited for Patrol Union bargaining unit members who become Public Safety Officers. If a member of the firefighters' bargaining unit becomes a Public Safety Officer, he shall be credited for prior City length of service for eligibility for benefits (such as vacation or longevity pay).

7. *The Patrol Union and the City shall discuss seniority of firefighters in the future. If an agreement can not be reached within thirty (30) calendar days from the effective date of this Agreement, the City, Patrol Union and the International Firefighters Association, Local 116 ("FIRE UNION") shall submit the issue to Act 312 arbitration. The seniority issue shall be the only issue submitted to that Act 312 arbitration.* THIS PROVISION IS CONTINGENT UPON THE FIRE UNION ENTERING INTO A MEMORANDUM OF AGREEMENT COMPARABLE TO THIS AGREEMENT CONTAINING THE SAME PROCESS TO

RESOLVE THE SENIORITY ISSUE AS DESCRIBED IN THIS PARAGRAPH. IF THE FIRE UNION DOES NOT AGREE TO SUCH AN AGREEMENT AND THE IDENTICAL DISPUTE RESOLUTION PROCESS, THEN CROSS-TRAINED MEMBERS OF THE FIRE UNION WHO BECOME PUBLIC SAFETY OFFICERS SHALL EARN PATROL UNION BARGAINING UNIT SENIORITY AS IF THEY WERE A NEW HIRE AND NOT RECEIVE CREDIT IN THE PATROL UNION BARGAINING UNIT FOR PRIOR FIRE UNION SENIORITY.

8. Bargaining unit members who attend training to be cross-trained as Public Safety Officers shall be compensated as follows:

The City shall designate the regular shift hours for bargaining unit members who attend the fire academy, consistent with Article 2 of the 2012 - 2014 Collective Bargaining Agreement.

When attending training during regularly scheduled hours, they will receive their normal base pay. Travel time to and from class shall not be considered compensable time, except if during regularly scheduled hours. Employees shall return to work for the balance of their shift after class.

When attending training during off-duty time, they will receive wages of *time and a half* per hour of their regular base pay, provided the overtime is reimbursable under the state of Michigan EVIP grant. If the overtime is not reimbursable, they will receive wages at *straight time*. Travel time to and from class shall not be compensable.

9. *Bargaining unit members who are "qualified" and are actually assigned to work as Public Safety Officers shall be paid five percent (5%) more than their base pay. For purposes of this paragraph, "qualified" shall mean successful completion of all required classroom sessions, physical agility tests, written tests and departmental orientation. The City shall use its best efforts to complete the departmental orientation.*

10. Provided the City maintains a combined Public Safety Department, all new hires shall have Firefighter 1, Firefighter 2 and MCOLES certification upon date of hire and must maintain those certifications throughout their employment in the Public Safety Department.

11. *Unless the academy reimburses the City for the cost of tuition and registration fees, an employee shall reimburse the City for the cost of training, including tuition, * * *, registration fees, * * * and wages paid to the employee for attendance at training, if:*

- a) the employee voluntarily resigns employment within the City within two (2) years of attaining Firefighter 1 and Firefighter 2 certification;
- b) the employee fails to demonstrate requisite commitment to completion of the academy, as shown by poor attendance, failure to study or complete assignments on time, failure to submit acceptable reports or assignments, or failure to pass the certification tests; or
- c) the employee withdraws from the academy for reasons other than legitimate illness, injury *or disability* or family emergency.

Reimbursement may be made by payroll deduction.

12. The City shall pay for the initial Firefighter 1 and Firefighter 2 certification testing fee. The employee shall pay the cost of taking any subsequent examinations if he or she fails the initial examination. If the employee fails the certification testing, he shall remain in his current

classification. * * * The City shall also pay for all required physical examinations and immunizations, if any, and shall maintain the records it receives from the Health Care Professional in the employee's confidential medical files.

13. All books, study guides, equipment and turn-out gear shall remain the property of the City. The employee shall return all books, study guides, equipment and tum-out gear to the Public Safety Director at the * * * withdrawal of the fire academy, unless otherwise directed by the Public Safety Director.

FOR THE BAY CITY
POLICE OFFICERS ASSOCIATION

FOR THE CITY OF BAY CITY

/s/ Dan Kuhn POAM
POAM Representative

/s/ Christopher Shannon
Mayor

/s/ Kevin M. Klein
President

/s/ Dana L. Muscott
City Clerk

/s/ Patrick Lochinski
Vice President

Date: December 3, 2012

Baycity/consolidation/poam/letteragreement-4

SUPPLEMENTAL LETTER OF AGREEMENT

The City of Bay City ("City") and the Bay City Police Officers Association ("Patrol Union"), subject to ratification by the City Commission, agree as follows:

1. The City and Union agree to amend their July 1, 2010 - June 30, 2014 collective bargaining agreement and their December 3, 2012 Letter of Agreement to provide for operational matters related to the consolidation of the City's Police and Fire Departments into a combined Public Safety Department. In the event of a conflict between either the 2010-2014 collective bargaining agreement, the December 3, 2012 Letter of Agreement and this supplemental Letter of Agreement, this supplemental Letter of Agreement shall control. Nothing in this Agreement shall be construed to restrict the right of the City to use part-time or paid on call firefighters in its sole discretion.

2. Once cross-trained and "qualified" as defined in Paragraph 9 of the December 3, 2012 Letter of Agreement, Public Safety Officers may be employed by the City as part-time firefighters or paid on call firefighters.

3. For purposes of administering Section 2.5 of the 2012-2014 Collective Bargaining Agreement, Public Safety Officers shall be offered overtime opportunities as a Public Safety Officer. A Public Safety Officer must be "qualified" (as defined in paragraph 9 of the December 3, 2012 Letter of Agreement to work overtime as a Public Safety Officer. Either a "qualified" Public Safety Officer or a Patrol Officer may be offered overtime to work as a Patrol Officer. Effective July 1, 2013, a new overtime equalization list will start for PSO's; the existing overtime equalization list will continue for Patrol Officers.

4. Article 11 (D) (5) of the 2010-2014 collective bargaining agreement shall be amended by adding the following:

A command officer who bumps back into the patrol officer's bargaining unit shall be classified as a Public Safety Officer if "qualified" to work as a Public Safety Officer, as defined in Paragraph 9 of the December 3, 2012 Letter of Agreement. If the command officer is not "qualified", the command officer may bump back into the patrol officers bargaining unit as a Patrol Officer.

5. The Union shall not file any grievance, unfair labor practice charge, unit clarification petition, representation petition or lawsuit pertaining to the consolidation of the Police and Fire Department into the Public Safety Department or the establishment of the Public Safety Officer classification, except to enforce the terms of the Memorandum of Agreement, or its exercise of any other rights under PERA or Act 312.

FOR THE BAY CITY
POLICE OFFICERS ASSOCIATION

/s/ "not needed" as noted by KMK
POAM Representative

/s/ Kevin M. Klein 7/11/13
President

/s/ Dave Petro 7/11/13
~~Vice President~~

FOR THE CITY OF BAY CITY

/s/ Christopher Shannon
Mayor

/s/ Jamie C. McFarland
City Clerk

Date: 7-30-2013

Baycity/consolidationPOAMIsupplementalletteragreement-2