

COLLECTIVE BARGAINING AGREEMENT



BETWEEN THE

**CITY OF BAY CITY, MICHIGAN
A MICHIGAN MUNICIPAL CORPORATION**

AND

**COMMAND OFFICERS ASSOCIATION
of MICHIGAN**

JULY 1, 2014 - DECEMBER 31, 2018

COMMAND OFFICERS ASSOCIATION of MICHIGAN
JULY 1, 2014 – DECEMBER 31, 2018

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COMMAND OFFICERS ASSOCIATION of MICHIGAN

7/1/14 – 12/31/18

The City of Bay City, Michigan, a municipal corporation, hereinafter called the "City" and Command 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 336 of the Public Acts of the State of Michigan of 1947, as amended.

- A. The City of Bay City, Michigan recognizes that, under the law, the full-time Police Command Officers of the City of Bay City, Michigan, have the right to bargain collectively with their employer, the City, and that said employees 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 working conditions.
- B. In accordance with the provisions of Act 336 of the Public Acts of 1947, as amended, the City recognizes the Union as the exclusive agent for collective bargaining for all supervisory employees including sergeant, temporary sergeant, lieutenant, and captain, but excluding the Public Safety Director, Deputy Director of Public Safety, and all non-supervisory and civilian employees, 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 the Command Officers as set forth in paragraph (b) hereof. The City shall make available to all employees of the bargaining unit 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 in the bargaining unit with respect to rates of pay, wages, hours of employment and working conditions, and all other conditions of employment. The cost of copies of this Agreement shall be paid jointly by the City and the Union.

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 function 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 the

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; and 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 employees, to require compliance therewith by employees.

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

- A. The City agrees that all employees in the bargaining unit, defined as the Command Officers of the Bay City Police Department, shall either be members in good standing of the Union or pay a service fee proportional 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 employer. Provided, however, that any new employee covered by this Agreement shall either become members of the Union or begin the payment of an amount equal to the Union dues after the expiration of the probationary period. These provisions shall be a condition of employment and no employee shall be retained by the City unless the employee either: (a) becomes a member of the Union, or (b) pays an amount equal to the Union dues, fees and assessments.

- B. The Command Unit and the Command Officers Association of Michigan (COAM), agree that the position of Deputy Director of Public Safety (or Assistant Police Chief), should such be established by the City, shall remain outside the jurisdiction of the Command Unit and of the Union.

Section 1:4 - Dues Deduction

Upon a receipt of a written authorization of payroll deduction, the employer 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 the Union members or an amount equal to the Union dues for non-members shall be deducted from the authorizing employee's pay on the first payday of 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 deductions of the employee's pay check to the designated Treasurer of the Union within five (5) 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 members 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 (1) 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 - Union Activities

The Union President and/or his/her duly authorized representatives of the Union shall be afforded reasonable time off during regular working hours, without loss of pay, to fulfill the job related Labor Union responsibilities of contract negotiations with the City and the processing of grievances in accordance with the grievance procedure.

The Union can be represented also by a legal counsel. A list of authorized representatives will be furnished to the City by the Union, said list not to exceed more than five (5) members.

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.

The Union may schedule committee meetings on police department property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department with the approval of the Public Safety Director or his/her designee.

Section 1:6 - Bargaining Time

Members of the Union shall be afforded reasonable time during regular working hours, without loss of pay, to participate in grievance procedures relative to wages, hours of employment and other working conditions, provided that they have the prior approval of the Public Safety Director or his/her designated representative. These meetings shall be held at a mutually agreeable time and place.

Collective bargaining by the Union shall be done by a Union Bargaining Committee, with or without the assistance of authorized agents, representatives and/or attorneys so long as it does not create overtime or require any backfill of positions. The number of Union members on the Union Bargaining Committee participating in any negotiating session shall not exceed four (4).

Section 1:7 - 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 supplement to the Agreement.

Section 1:8 - 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 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 cancellation of this Agreement by the City.

ARTICLE 2 HOURS OF EMPLOYMENT

Section 2:1 - Hours of Employment

The hours of work and staffing needs shall be determined by the Public Safety Director. Schedules may include eight (8), ten (10), or twelve (12) hour shifts. 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.

Hours of Employment 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 normal work schedule for ten (10) hour shifts shall consist of eight (8) days of work and six (6) days off per bi-weekly pay period.

Section 2:2 – Trading of Time by Employees

Employees will be allowed to trade time with each other when they are qualified to perform one another's duties. If, in the judgment of the Public Safety Director or his/her designee, any trading of time is detrimental to the department, he/she may refuse to grant permission for such trades. When permission is granted, the trade shall be arranged at no cost to the City.

Trades with the "book" are limited to three (3) trades per employee per month and must be completed within the bi-weekly pay period (Thursday through Wednesday).

Trades with the book may not exceed thirty-six (36) in a calendar year. Trading with the "book" to work a holiday(s) as defined in this Agreement at an employee's request is not permitted. If, in the judgment of the Public Safety Director or his/her designee, any trading of time that is detrimental to the department, he/she may refuse to grant permission for such trades. When permission is granted the trade shall be arranged at no cost to the City.

When a COAM employee, who is designated by COAM as the union's "Chief Steward" initiates a "trade with the book" for the purpose of attending a COAM arbitration hearing, the employee shall not be charged with a trade. Not more than two (2) employees, per arbitration hearing shall be eligible for such trade. Attendance of Step I through Step III grievance hearings, as listed in the collective bargaining agreement, is not included. All meetings shall be scheduled at a mutually agreeable time and place.

Employees initiating a "trade with the book" for the above-mentioned purposes shall not be eligible to fill overtime shift shortage assignments that would have otherwise not occurred if the employees had not initiated a "trade with the book"

Section 2:3 - Overtime Hours

Overtime hours shall be paid for hours worked over an employee's assigned shift length (8, 10, or 12 hours) within any scheduled work day, except that overtime shall not be paid for a shift and day off rotation provided off-time of at least eight (8) hours ten (10), or twelve (12) hours occurs between shifts, training days or special assignments.

Overtime will be paid at the rate of time and one-half (1½) on his/her "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. Special assignments shall be defined as those functions, duties or assignments other than those regularly and consistently assigned as part of the normal job duties. The City will give the affected employee(s) fourteen (14) calendar days written notice of any change in "with leave" days or hours for the purpose of training and/or special assignment. If an employee is ordered to participate in training and/or special assignment outside his/her normally scheduled work hours or days and is not given fourteen (14) days advance notice, that employee shall be compensated for those hours spent in training at the applicable overtime rate. This does not prevent the employee from agreeing to voluntarily participate in the training or special assignment. The City will not change the Patrol Operations Division "with leave days" or work hours for the purposes of avoidance of overtime to meet shift staffing requirements.

Overtime assignments for employees working in the Support Operations Division shall be determined by the Public Safety Director or his/her designee. Criteria to be taken into account for the assignment of overtime shall include, but is not limited to the area of assignment as it relates to the assigned work, the expertise of the employee, and the characteristics of the work.

Employees may elect to receive compensatory time off for overtime worked, except for grant-funded overtime. Compensatory time may be carried over from one year to the next, but must not exceed two hundred (200) straight time hours. The use of compensatory time shall not exceed one hundred and twenty (120) straight time 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.

Section 2:4 – Overtime Refusal

An employee shall not be charged with a refusal or ordered to work but may be offered overtime when he/she has taken that day off utilizing any of the following:

1. Vacation
2. Personal Holiday
3. Compensatory Time
4. Holiday Leave
5. Citation Day
6. A trade with book or another employee

An employee is not eligible to work overtime when a day is taken off using sick time.

Section 2:5 – Equalization of Overtime for Patrol Operations Division Shift Shortages

All overtime hours shall be equalized as evenly as possible and distributed among employees of the department. To effectuate this policy, an overtime list will be maintained at the command desk. All refusal of overtime will be noted. No command officer will refuse overtime when ordered to work. When a hiring error occurs, the remedy for the error shall be that the aggrieved command officer shall be offered the next available overtime.

Overtime for legal proceedings and late calls are not to be included.

- A. A master overtime list for Patrol Operations Division shift shortages shall be kept at the uniform command desk to be used by all uniformed supervisors. A copy of the overtime lists will be available, posted and maintained on a daily basis.
- B. When additional command officers are needed on a particular shift as determined by the Public Safety Director or his/her designee, and/or station command, command officers from that shift shall be given preference. If the low overtime employee cannot be reached by telephone or otherwise refuses, they shall be passed over and the next lowest employee in overtime hours shall be contacted. The procedure shall be followed until overtime assignments have been made. In the event two (2) or more employees have the same number of overtime hours, the senior employee will be called first.
- C. An employee who refuses overtime when contacted shall be credited with the number of hours worked on that occasion for purposes of equalization. In the event no actual contact is made with the employee, but a voicemail is left on the employee's listed phone number with at least two hours' notice before the overtime is scheduled to begin, the employee shall be charged with a refusal.
- D. A new list will be implemented with each new contract.
- E. The supervisor requesting an employee to work overtime will be responsible for recording the entries on the overtime list. Entries to be recorded are: date, hours worked or refused, and attempts to notify.
- F. In no event will overtime be paid for shortages without the approval of the Public Safety Director and/or designee.

- G. If, in the event an employee is promoted into the Patrol Operations Division during the terms of this contract, he/she will be charged with the maximum of overtime hours within the division. If transferred into Patrol Operations Division, the employee will be charged the average number of hours.
- H. The above procedures do not apply in emergencies as defined by the Public Safety Director.
- I. Command officers called upon to work for one and one-half hours or less shall not have this overtime charged to the overtime list.
- J. In the event a member is off sick, injured or on leave of absence, with or without pay, for a period of five (5) consecutive work days, overtime hours starting on the sixth day of absence shall be charged to their name on the overtime list, as if they actually worked the overtime. The overtime will be charged to their name only when it is that person's turn to work, as determined by the overtime list.
- K. Employees assigned to units outside the Patrol Operations Division may work overtime to fill a shift shortage in the event that employees assigned to the Patrol Operations Division do not accept the overtime.

Section 2:6 – Equalization of Overtime for Special Events

A new Special Events overtime list will be implemented with each new collective bargaining agreement.

A copy of this Special Events overtime list shall be maintained and available at the-Patrol Operations Division command desk.

Special events shall be described as any event that requires a special events permit issued by the City of Bay City requiring the use of regular command officers and/or any event detail listed in the Special Events line item overtime budget of the police department. The City shall determine the amount of the Special Events overtime budget. The Public Safety Director or designee shall determine staffing levels for special events and details. The Special Events overtime budget does not negate the City's right to staff special events and details with employees working regular shifts.

Any employee who is a member of this bargaining unit and is able to serve in a uniform capacity consistent with the Rules and Regulations and General Orders of the department shall be eligible for special events overtime.

The Public Safety Director or designee shall make special event planning/coordination assignments in accordance with the special events overtime list and shall maintain the right to continue the assignment of said employee(s) to any requisite overtime related to the special event in order to maintain continuity of the planning and occurrence of the event.

The employee(s) assigned as the coordinator(s) of the special event will be responsible for recording all overtime entries on the Special Events overtime list. Entries are to include any and all overtime hours associated with the special event (i.e. planning, meetings and actual event hours).

An employee who is eligible to coordinate a special event, but refuses, shall be placed immediately below all other Special Event organizers for purposes of working Special Event overtime for that calendar year.

Special Events overtime will be paid at time and one-half (1 ½).

An employee may file a written request with the Public Safety Director or his/her designee requesting to eliminate his/her name from the Special Events overtime list, thus eliminating them from consideration for overtime for special events. 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 designee, to have his/her name placed back on the Special Events overtime list, they will be given the highest number of overtime hours within the Special Events overtime list.

Employees who refuse special event overtime shall be charged with the number of hours actually worked by other employees on that occasion for purposes of equalization of overtime.

Employees shall not be ordered to work more than sixteen (16) hours in a twenty-four (24) hour period, except in events deemed as an emergency by the Public Safety Director.

In the event that all supervisors on the Special Events list are unavailable or have refused to work the detail then the low seniority supervisor by rank and grade shall be ordered to work the Special Event.

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 during hours in which they would normally be off, employees will be compensated at the rate of time and one-half (1 1/2). This pertains only to court or administrative agency actions pertaining to the employee's functions or his/her position. All command officers will turn subpoena fees over to the City.

An employee scheduled for court or administrative hearing during their regularly scheduled shift shall not be allowed to trade that day.

Section 2:8 - Daylight Savings Time

Command officers scheduled to report the evening prior to the "Spring" Daylight Savings Time change shall report for work one hour prior to the start of his/her normal shift starting time. Command officers shall work their normally scheduled shift and be compensated for only those hours scheduled. Command 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 elsewhere in the Agreement.

Command officers scheduled to work the evening prior to the "Fall" Daylight Savings Time change shall be compensated at an overtime rate for all hours worked beyond their normally scheduled shift.

ARTICLE 3 SALARIES AND WAGES

Section 3:1 - Salaries

There will be a seven percent (7%) spread between Lieutenant and Sergeant. There will be a five percent (5%) spread between Captain and Lieutenant.

Effective July 1, 2014: Sergeant pay shall be 14% above Patrol Maximum

Effective July 1, 2015: Sergeant pay shall be 14% above Patrol Maximum

Effective July 1, 2016: Sergeant pay shall be 14% above Patrol Maximum

Effective July 1, 2017: Sergeant pay shall be 14% above Patrol Maximum

Effective July 1, 2018: Sergeant pay shall be 14% above Patrol Maximum

Effective July 1, 2014, the \$100 order-off stipend previously provided in Section 4:6 shall be eliminated. In lieu of this stipend, COAM members shall receive \$800 added to their annual base pay *after* the wage differential is calculated on July 1st of each year.

Example:

Current Patrol (PSO) Maximum:

$$\$ 26.52 \times 14\% = \$ 30.23 (\$ 62,884.22) + \$ 800 = \$ 63,864.22$$

1.5% Patrol (PSO) Increase:

$$\$ 26.92 \times 14\% = \$ 30.69 (\$ 63,835.20) + \$ 800 = \$ 64,635.20$$

Section 3:2 - Standby Pay

Standby time is that time which an employee is required to be available for work outside of normal working hours and the pay for standby shall be computed on the following basis:

- A. **Standby for emergency** - after a command officer's regular working day, he/she shall receive two (2) hours of pay for every sixteen (16) hours of standby.
- B. **Standby on his/her leave day or holidays** – a command officer shall receive three (3) hours of pay for twenty-four (24) hours of standby.
- C. If it becomes necessary for a command officer to answer a call or request for work while on standby, the command officer 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 him/her.

Section 3:3 - Recall Pay

When a command officer is required to return to work outside of his/her regularly scheduled hours, he/she shall receive a minimum of two (2) hours pay at overtime rates. 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 employee shall be paid overtime for his/her actual overtime.

Section 3:4 - Longevity Pay

In addition to regular compensation, employees covered hereunder shall receive longevity as follows: two percent (2%) after 5 years of employment; four percent (4%) after 10 years of employment; six percent (6%) after 15 years of employment; and eight percent (8%) after 20 years of employment. Said longevity shall be computed on the basis of the employee's base pay, not to exceed \$15,000.

Any employee hired into, or promoted into this unit after January 1, 2005, shall not receive longevity pay, unless currently receiving longevity pay as a patrol officer, corporal, or special duty officer.

Section 3:5 - Premium Pay

Effective when this collective bargaining agreement is ratified by the Union and City Commission all employees shall receive a forty cent (\$ 0.40) differential on the second shift.

Hours of shifts shall be defined by the Public Safety Director as described in Section 2.1 of this collective bargaining agreement.

As further explanation of this section, vacation and sick leave benefits are to apply on the employee's base pay only. Premium pay shall not be paid at the rate of time and one-half.

Section 3:6 - Like Work/Like Pay

The senior sergeant on duty shall receive lieutenant pay if the lieutenant assigned is absent more than five (5) consecutive work days; such pay to commence on the sixth work day of absence.

Section 3:7 - Deferred Compensation

Upon appropriate written authorization from the employee, the City shall deduct from the salary of the employee and make appropriate remittance for the ICMA Retirement Corporation Deferred Compensation Plan. This is a voluntary participation program.

Section 3:8 – Direct Payroll Deposit

All employees shall participate in direct deposit for employee payroll checks. Funds will be deposited and become available to the employee on Thursday morning of the payroll week in question.

**ARTICLE 4
VACATIONS AND HOLIDAYS**

Section 4:1 - Vacations

All members of the department who have faithfully discharged their duties shall be entitled to vacation time as outlined below. All vacation hours will be included in the employee's Paid Time Off (PTO) bank for use in the applicable calendar year.

Years of Service	Vacation Hours	Years of Service	Vacation Hours
Calendar Years 5-9	160	Calendar Year 15	208
Calendar Year 10	168	Calendar Year 16	216
Calendar Year 11	176	Calendar Year 17	224
Calendar Year 12	184	Calendar Year 18	232
Calendar Year 13	192	Calendar Year 19	240
Calendar Year 14	200		

Vacation allowance is provided at the beginning of the calendar year (January 1). Eligibility for vacation assumes the employee works the entire year. Otherwise vacation allowance is prorated by months employed. For the purpose of vacation eligibility, a month of service is complete when an employee is on the payroll at least ten (10) working days in any given month.

Section 4:2 – Vacation Slot Picks

Such vacations shall be with full pay. Annual vacation must be taken in two (2) periods, one (1) during the summer months and 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. Summer vacation period will begin March 1 and continue through August 31. The winter vacation period will begin September 1 and continue through February of the following year.

Selection of vacation periods by individual command officers shall be first by rank, then by length of service in rank. Any command officer who fails to take a vacation during the vacation period will not be entitled to a long vacation in any succeeding period unless he/she has requested and been given approval by the Public Safety Director to combine his/her two (2) vacation periods into one (1) vacation.

Upon completion of the annual vacation selection, a third vacation pick/slot shall be added to the vacation selection process. Selection of the third vacation slot by individual employees shall be made by rank, then by length of service in rank.

All vacations earned must be used within the 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 his/her PTO time.

An employee cannot be ordered to work or be charged a refusal of overtime when an employee takes that day off as a vacation day. Employees shall not be ordered to work on "with leave" days during their vacation slot, provided that they take their last or next

scheduled work day as PTO.

If an employee is ordered to work then applicable overtime will prevail.

Section 4:3 – PTO Carryover/Payout

Vacations are to be taken in time off. Employees are not to be permitted to work for the City during vacation period and obtain "double pay" except as provided. Where an employee is unable to take his/her PTO for reasons of sickness or disability, and is off work on sick leave or workers' compensation, he/she shall be paid for all vacation pay earned in lieu of PTO time lost. If he/she returns to work before the end of the calendar year, he/she shall receive his/her vacation when desired, provided that the time can be arranged without undue hardship on the Department.

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 4:4 - Vacation Usage

All PTO is to be used in units of not less than one (1) hour.

Section 4:5 - Personal PTO Time

All members of the Bay City Department of Public Safety shall be entitled to twenty-four (24) hours of Personal PTO per year, to be included in their Paid Time Off (PTO) bank. Such time shall be taken at the convenience of the command officer so long as he/she gives a minimum of two (2) weeks' notice and the request is granted. If the request is denied, it shall be for valid reasons, and the reasons for the denial will be given within twenty-four (24) hours to the employee and Public Safety Director in writing. If notice is given for less than two (2) weeks, the personal holiday will be granted at the discretion of the employee's commanding officer.

Section 4:6 - 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 general holiday.

The following shall be paid holidays for employees:

HOLIDAYS	DATE OF HOLIDAY CELEBRATION
New Year's Day	January 1
Martin Luther King 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	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

The hours of the holiday shall be defined by the Public Safety Director as defined in Section 2:1 of this collective bargaining agreement.

An employee who works on any of the holidays designated herein will be paid straight time for all hours worked plus eight (8) hours, ten (10) hours, or twelve (12) hours (depending on their scheduled shift) of holiday pay for that day. If an employee is scheduled to work on a holiday, he/she may be ordered off by the Public Safety Director or his/her designee and shall receive regular holiday pay for 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 PTO to be taken as time off, subject to convenience of the Public Safety Director or his/her designee. An employee on formal unpaid leave of absence or lay-off (removed from payroll) shall not receive holiday pay as provided for in this contract.

Section 4:7—Vacation Payout Upon Separation

Employees eligible for vacation who have separated from the City because of retirement, resignation or termination shall have their PTO vacation and Personal PTO hours paid out as set forth in Appendix D.

**ARTICLE 5
LEAVES OF ABSENCE**

Section 5:1 - Service Incurred Injury

The City will provide fully paid Worker's Compensation Insurance. In addition, the City will supplement worker's disability compensation payments for those employees who remain eligible (note: eligibility disputes will be determined by the Michigan State Worker's Disability Compensation Bureau, Lansing, Michigan) for same due to work-related injury in an amount equal to the difference between the worker's disability compensation payment and eighty percent (80%) of the employee's gross base weekly wage for up to 24 months. Any command officer injured as a result of the performance of his/her duty shall receive 100% of his/her pay for one year following such injury.

For the purpose of determining supplemental payments by the City, the employee's gross base weekly wage will be the higher of the average weekly earnings as determined under the Worker's Compensation Act (MCL 418.371(2)) or forty (40) hours straight time base weekly wage.

After six (6) months of worker's disability compensation, the employee will cease to earn and accrue either sick leave or vacation leave unless the employee works ten (10) days in a given month. All other fringe benefits normally attributed to a working employee, including hospitalization, will continue for the period extending beyond six (6) months and for as long as said employee remains eligible for worker's compensation wage payments.

A work-related injury covered by the Worker's Compensation and Disability Act shall run concurrently according to the provisions of the Family Medical Leave Act (FMLA), City policy and handbook.

Section 5:2 - Sick Leave

- A. An employee shall be entitled to eight (8) hours of paid sick leave per month of service, beginning on his/her initial day of employment with unlimited accumulation. A bonus of eight (8) hours will be given for each three (3) month period no sick time is used.
- B. While on paid sick leave, an employee shall be entitled to all fringe benefits.
- C. In the event an employee retires or dies before retirement, he/she or his/her survivors shall receive compensation in a sum equivalent to one-half (1/2) of a maximum of nine-hundred sixty (960) hours of his/her accumulated sick leave credit at his/her prevailing hourly rate according to his/her classification.
- D. Sick time shall be computed at the rate of time used, in units of not less than one (1) hour.

- E. Where necessary, an employee shall be granted time off for sick leave. Within his/her accumulated sick leave, such time off will be charged to paid sick leave. Where no sick leave time remains, such time off shall be carried as sick leave without pay, except where the sick list system has taken effect as referred to in this Agreement, then said sick list shall go into effect according to its constitution at no cost to the City. Where an employee uses his/her sick leave and thus interferes with the operation of the department, a doctor's certificate may be required. Such action shall not constitute a penalty, but shall be for the purpose of promoting efficient and economic operation. In case of illness, an employee shall notify the command officer in charge of the station at least one-half (1/2) hour before the time in which he/she is to report for duty.
- F. Forty (40) hours of accumulated sick time per calendar year may be used by the employee for family sickness (family being defined as spouse, children, mother, father, grandparent, or step children).

Section 5:3 - Sick List System

- A. Only those command officers who are members of the bargaining unit shall be eligible to participate in the sick list system as it is presently known (see paragraph "C" this section).
- B. It is understood the use of this system will not be allowed if the City becomes liable for any overtime or other costs under the Fair Labor Standards Act covering policemen and firemen as a result of the use of this system.
- C. Volunteer Sick List System - when a member of the bargaining unit has used all his/her accumulated sick time, vacation and leave time, and is about to be removed from the City payroll, a notice will be posted on the bulletin board that the member is to be removed from payroll. All members may sign a list to volunteer a day of their leave time to the sick member, keeping said sick member on the payroll and fringe benefits. It is understood that the use of this system will not be allowed if the City becomes liable for any overtime or other costs under the Fair Labor Standards Act as a result of the use of this system.

Section 5:4 - Leave of Absence Without Pay and Fringe Benefits

A leave of absence without pay and fringe benefits shall be granted when recommended by the department head and approved by the City Manager for periods of up to thirty (30) days.

The provisions of the Family Medical Leave Act (FMLA), City policy and handbook shall apply.

Section 5:5 - Other Leave

- A. **Military Leave** - an employee shall be entitled to time off without pay for that period of time when required to be in the armed services, including the National Guard.
- B. **Jury Duty** - an employee 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 therefore.
- C. **Funeral Leave** – Members shall be allowed five (5) days from the date of notification, aside from sick leave, vacation and holidays, as funeral leave days in the case of the death of his/her spouse.

Three (3) days from the date of notification, to be used at the time of 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, foster child, mother, father, sister, brother, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, step relatives of the same degree herein.

One (1) day paid day (day of funeral) will be granted for brother-in-law, sister-in-law, son-in-law and daughter-in-law.

The Public Safety Director will review other circumstances of bereavement on an individual basis.

- D. **Leave for Conferences** - the City will grant annual leaves of absence, with pay, for up to six (6) working days, for members of the bargaining unit to attend FOP or COAM sponsored conferences. Such leaves of absence with pay shall only be granted to the personnel normally scheduled to work.

ARTICLE 6 HEALTH INSURANCE

Section 6:1 - 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 a 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 as soon as can be implemented following the signing of this agreement (approximately July 2014). Until such time, employees will maintain the coverage plan in place at the expiration of the 2010-2014 bargaining agreement.

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:

Full-time bargaining unit employees shall have automatically deducted, from each payroll check, for each bi-weekly payroll period, the amount established, “pre-tax”, in accordance with 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.

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.

B. Employer Contribution:

The City shall contribute, annually, 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

Section 6:2 - Health Insurance for Retirees

Eligibility: To be eligible for the City's health care coverage, employees must retire from active employment with 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.

Pre-65 Retires:

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 (20) years of service.

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 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 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 6:3 - Health Insurance Waiver

Any active employee 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 one hundred fifty dollars (\$150.00) per month, paid monthly, for each and every month such coverage is waived.

An employee who waives his right to health insurance coverage shall have the opportunity to resume coverage during the calendar year if 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 6:4 - 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 6:5 - 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 6:6 – Retiree Health Savings Plan

Employees hired or transferred after January 1, 2011, who are not eligible for retiree health care, shall be eligible to participate in a Retiree Health Saving 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 7 LIFE AND LIABILITY INSURANCES

Section 7:1 - Life Insurance

The City shall provide each member of the bargaining unit with fifty thousand dollars (\$50,000) of face value life insurance with the City paying full premiums.

The City shall also provide a fifty thousand dollar (\$50,000) accidental death and dismemberment insurance for each member of the bargaining unit with the City paying full premiums.

Section 7:2 - 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. Attached hereto for illustrative purposes is Appendix "A" which reflects the type of coverage which shall be provided in the following limits of liability: \$100,000 per person; and \$300,000 aggregate each occurrence.

At the present time the City does not have any false arrest and comprehensive general liability insurance protecting employees who are covered by this Agreement. Until such time, as the City purchases false arrest and comprehensive general liability insurance, the City will, at its expense, provide the employees covered by this Agreement with protection equal to False Arrest and Comprehensive General Liability Insurance and will save the employees harmless from any suits, claims, causes of action or judgments including all cost of defense, the same as if the City had False Arrest and Comprehensive General Liability Insurance.

ARTICLE 8 UNIFORMS AND EQUIPMENT

Section 8:1 - Plain Clothes Command Officers

Employees who regularly wear civilian clothing in the performance of their duties shall receive a clothing allowance in lieu of uniforms, while assigned to such duties, as follows: \$600 effective July 1, 2008.

Clothing allowance is to be paid the first pay period in July of each year. The Public Safety Director decides who wears civilian attire on a regular basis. Positions are supervisors in Criminal Investigation Division (CID), administration, community policing, and training.

Section 8:2 - Cleaning Allowance

Effective July 1, 2013, a cleaning allowance of \$435.00 is to be paid twice per fiscal year. The first payment will be made on the first payday in July, and the second payment will be made on the first payday in January.

ARTICLE 9 RETIREMENT BENEFITS

Section 9:1 - 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 pay is currently included in the final average calculation. It is also noted that sick time payout is excluded in the final average calculation.

- D. 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, 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 dollar (\$5,000), last three (3) year averages shall include types of monetary compensation, that does not receive a ten (10%) percent deduction in the form of an employee contribution to the pension system, at the time such compensation is received by the employee. These types of monetary compensation include but are

not limited to: cleaning allowance, clothing allowance, and health insurance waiver. It is noted that sick time payout is excluded from the bonus pay calculation.

- E. 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.
- F. 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 9:2 - Annuity Withdrawal Option

Effective July 1, 2014, 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 9:3 - 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 9:4 - 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 sixty-five percent (65%) 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.

"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 9:5 - Pension Escalator

Effective October 1, 1998 employees retiring after said date shall receive a post-retirement adjustment to their original pension benefit, (after recalculation due to annuity withdrawal), equal to five percent (5%) of the original benefit beginning on the fifth (5th) year anniversary of retirement; an additional five percent (5%) increase to the original pension benefit beginning on the tenth (10th) year anniversary of retirement; and finally, an additional increase of five percent (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 10 SENIORITY

Seniority is hereby granted to all employees of the City within the bargaining unit.

Seniority in the case of the regularly employed command officer is to be 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.

- A. **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, their name, and their seniority period and birth date. This roster shall be furnished annually on or about July 1. Said seniority list will be posted on bulletin boards provided by the City so that each employee may know his/her seniority, and 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 thirty (30) days, then said date of seniority is to be presumed conclusively correct (after posting).

B. **Loss of Seniority.** An employee may lose his/her seniority for the following reasons only:

1. He/she voluntarily quits City employment.
2. If he/she retires.
3. He/she is discharged.
4. Layoff in excess of five (5) years.

C. **Lay Off**

1. In the event of lay offs, employees will be laid off according to department seniority with the least senior employee being laid off first.
2. Employees on lay off shall have rights to recall; such employees will be called back in inverse order of lay off; 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 mailing of notice of recall, he/she shall be considered to have voluntarily quit. Laid off employees are responsible for notifying employer of their current address.
3. Employees who are promoted to a command officer classification and are subsequently reduced in rank may bump back into the patrol classification. [See POAM CBA Article 11 Seniority, Subsection D (5)]
4. Any employee reduced in rank who bumps back into the patrol officer classification may be returned to his/her 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 his/her time in rank or two (2) years, whichever occurs first,
 - a. Said employee is returned to his/her rank within a period of two (2) years, whichever occurs first.
 - b. Said employee has satisfactory performance within the department based on the past two year's Performance Management Guides (PMGs).
5. Laid off employees shall be notified, in writing, by the employer at least fifteen (15) days in advance of the effective date of lay off.
6. An employee shall lose rights of recall when he/she has been laid off a continuous period of time equivalent to his/her seniority or two (2) years, whichever occurs first.

D. **Bargaining Unit Seniority.** Bargaining unit seniority shall be determined by length of service in the bargaining unit.

ARTICLE 11 GENERAL

Section 11:1 - 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 11:2 – Personnel Review Board

A Personnel Review Board, consisting of the City Manager or his/her delegate, Public Safety Director or his/her delegate, a non-union City employee designated by the City Manager, and three (3) COAM 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 11:3 - Disciplinary Record

In imposing any disciplinary action on a current charge, the City will not take into account any prior infractions of City or Departmental Rules or Regulations, which occurred more than three (3) years previously unless said infraction involves discrimination or harassment based upon race or gender.

Section 11:4 - Reimbursed Expenses

The City shall repair or replace items of personal property, including but not limited to watches, glasses, clothes, which are damaged while the employee is engaged in the performance of his/her duties; provided, however, the employer 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 his/her own risk. The City shall not pay for lost or misplaced items through the employee's own negligence.

Section 11:5 - Out of Town Trips

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

Section 11:6 - 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 re-employment in his/her 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 he/she will be offered such employment in line with his/her seniority as may be available, which he/she is capable of doing, at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

Section 11:7 - Change of Address

Employees shall notify the Public Safety Director and the Human Resources and Payroll Departments, in writing, of any change of domicile address, telephone number, and dependent status within ten (10) calendar days of such change. A post office box number is not acceptable in lieu of such address.

Section 11:8 - Physical Examination

An employee may take a physical examination annually from the City physician. If, as a result of the examination, the employee is determined to be physically unable to perform his/her normal duties, the City will make every effort to place the employee in an appropriate job, with due emphasis placed upon his/her length of service, rate of pay, and type of work he/she was performing at that time, except that an employee who has completed twenty (20) or more years of continuous service, and in the opinion of the City physician is unable to perform his/her regular duties due to a physical impairment, then the City will make every effort to assign the employee to a job classification and to work that he/she is able to perform. If he/she is assigned to a lower rated job, his/her previous rate of pay shall not be reduced if he/she has completed twenty (20) or more years of service. No further wage increase will be granted such employee so long as he/she is paid more than the maximum rate for the job title in which he/she is placed.

If there is no classification within the Police Department for which the employee's physical condition will allow him/her to perform, the City will make every effort to place him/her in a position elsewhere within the City, if a vacancy exists in a job classification for which they are qualified to perform. If the City is unable to find a job for said employee, then the City will petition the pension board for a duty or non-duty disability retirement as applicable.

If the employee disagrees with the physician's opinion, he/she may seek a second opinion at his/her own expense. If there is a conflict between the City's and employee's physicians, an impartial third opinion may be obtained which will be by a physician selected by the City and employee physicians. The expense of the third opinion will be borne by the City when found to be in agreement with second opinion and will be borne by the employee when found to be in agreement with the first opinion.

No employee may be terminated until the additional opinions referred to above have been received in writing by the employee and the City. However, if in the opinion of the City physician, the affected employee is unable to continue working, he/she may use sick leave, vacation, or in the event such time is exhausted, leave without pay, until such opinions are rendered. Proposed standards for the physical examination will be submitted by the Union to the City within thirty (30) days after the signing of this Agreement.

Section 11:9 - Drug Testing

If directed by the Public Safety Director, an employee shall be required to be examined by the City physician or other appropriate person at the discretion and expense of the City to detect the presence of any drug where there are grounds to believe a command officer's job performance has been impaired or when an allegation of possession or sale of drugs has been made. In addition, command officers assigned to work primarily in the areas of vice or narcotics may be tested as part of a routine physical and tested periodically. Disciplinary action may be taken against employees testing positive in addition to other appropriate reasons.

Section 11:10 – Shift Selection

Command officers assigned to the Patrol Operations Division shall bid for shift assignments by seniority during the first two weeks of August each year. The Public Safety Director shall have the right to deny the selected shift of any command officer provided that he/she supplies the command officer with the reasons for the denial in writing. The command officer shall have recourse through the grievance procedure in the event that he/she disagrees with the reasons set forth by the Public Safety Director. Shift assignments shall take effect with the second pay period in September each year.

The Public Safety Director shall determine the shifts hours and the number of command officers assigned to each shift in the Patrol Operations Division. It is within management's discretion to establish, and/or change the number of command officers assigned to each Patrol Operations Division shift or assignments outside the Patrol Operations Division.

When a command officer vacancy occurs outside the Patrol Operations Division, the position shall be posted in writing for a minimum of fourteen (14) days. The posting shall include the required rank and qualifications of applicants for the position as determined by the Public Safety Director. Qualifications shall be essential to the posted position. Applicants must meet rank requirements and qualifications to be considered for the position.

The Public Safety Director shall assign the most senior qualified applicant to the posted position. If there are no applicants that meet the posted rank requirement and qualifications of the position, the least senior command officer meeting the rank requirement and qualifications shall be assigned to the position. These provisions do not apply to command officer positions within the V.I.P.E.R. unit.

A command officer assigned to a position outside the Patrol Operations Division shall have the opportunity to opt out of the position at the time of the annual shift selection process in August each year. Command officer positions outside the Patrol Operations Division, with the exception of command officer positions within the V.I.P.E.R. unit, shall be re-posted after a maximum of five (5) years from date of assignment unless otherwise vacated prior to five (5) years. Any resulting open position shall be filled in accordance with the provisions set forth in this section.

Command 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 11:11 - Citation Board

A Citation Board, consisting of the Public Safety Director, or his/her designee, the Director of Human Resources, or his/her designee, and one command officer designated by the unit, shall be established. The Citation Board shall meet no later than February 28th of each year. There are six (6) types of citations granted to members by the Board (listed in order of precedence):

1. Killed in action.
2. Courageous Service.
3. Wounded in the Line of Duty.
4. Life Saving.
5. Meritorious Service.
6. Exemplary Service.

Eight (8) hours of time is granted for each citation given under 2., 3., 4., and 5.

Citations will be defined as follows:

1. **Killed in Action:** Killed in Action Citation shall be awarded to any command officer who loses their life in the performance of their duties.
2. **Courageous Service:** Courageous Service Citation shall be awarded to any command officer who in the performance of their duties displays exceptional courage and bravery or where the command officer knowingly endangers, or is likely to endanger their life or expose themselves to serious injury and as a result of this, crime is prevented, a life saved, a suspect is arrested, or an incident is resolved.
3. **Wounded in the Line of Duty:** Wounded in the Line of duty Citation shall be awarded to any command 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.
4. **Life Saving:** Life Saving Citation shall be awarded to any command officer who saves a life through various actions. Actions meriting this award shall be significant actions by the command officer and not routine measure unless such measures are performed under difficult or dangerous circumstances.

5. Meritorious Service: Meritorious Service Citation shall be awarded to any command 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.
6. Exemplary Service: Exemplary Service Citations shall be awarded to any command 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 11:12 - 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 12 AUTHORITY OF MANAGER

Authority is hereby given to the City Manager and/or the Director of Human Resource 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 13 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 14 GRIEVANCE AND ARBITRATION

Section 14:1 - Grievance/Arbitration

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

Section 14:2 - Grievance Definition

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

Section 14:3 - Grievance Procedure/Step One

An employee, through the Union, or the Union itself, on behalf of one (1) or more employees, or on its own behalf shall initiate a grievance by submitting such grievance in writing to the supervisor involved within fourteen (14) calendar days after the occurrence or omission giving rise to grievance or the grievance shall be considered dropped. The supervisor shall reply in writing within fourteen (14) calendar 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 or employee's favor.

Section 14:4 - Grievance Procedure/Step Two

If the grievance is not satisfactorily disposed of, the aggrieved employee shall submit it in written form to the Public Safety Director and/or his/her designee within fourteen (14) calendar 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 command officer's president shall be arranged within fourteen (14) calendar days of receipt of a grievance by the Public Safety Director. The Public Safety Director and/or his/her designee shall review the grievance and his/her written answer shall be submitted within fourteen (14) calendar days unless mutually extended. If no reply is received from the Public Safety Director and/or his/her designee within the prescribed time limit, it will be deemed to be settled in the Union or employee's favor.

Section 14:5 - Grievance Procedure/Step Three

If the grievance is not resolved by the Public Safety Director's answer, the Union may appeal in writing to the Director of Human Resources within fourteen (14) calendar days or the grievance shall be considered dropped. The Director of Human Resources shall meet with the command officer's president within fourteen (14) calendar days of the appeal unless mutually extended. The answer of the Director of Human Resources must be filed within fourteen (14) calendar days.

Section 14:6 - Grievance Procedure/Step Four

If the grievance is not satisfactorily adjusted in the last proceeding step within the time provided (unless mutually extended), either party may, within twenty-one (21) days request arbitration or the grievance shall be considered dropped. The other party shall be obligated to proceed within arbitration in the manner hereinafter provided. If the parties cannot agree upon an arbitrator within fourteen (14) calendar days of notice of 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 the Collective Bargaining Agreement respecting the grievance in question, but he/she 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. He/she shall have the authority in cases concerning discipline or discharge to order the payment of back wages and compensation for an employee. His/her 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 15 RULES AND REGULATIONS

The City shall develop a set of reasonable rules and regulations not in conflict with the Agreement dealing with the subject of position responsibilities, general work rules and offenses and the penalties thereof. These rules and regulations may be amended by the City from time to time and after advance notice (30 days unless mutually extended), as deemed necessary by the City. If, in the opinion of the Union, a rule, regulation or amendment is unreasonable, the Union may seek redress through the grievance procedure as brought forth in Article 14. A copy of the rules and regulations and subsequent changes thereto shall be provided to each member of the Police Department.

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 employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not 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 EMERGENCY FINANCIAL MANAGER

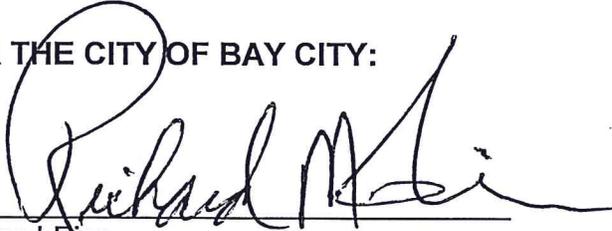
This Agreement adopts by reference any terms and conditions imposed under Act 436. The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. 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 18
DURATION**

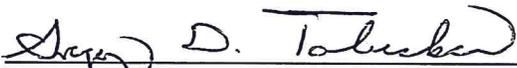
This Agreement shall remain in force and effect from July 1, 2014, until December 31, 2018, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least ninety (90) calendar days written notice by registered mail before the end of the term of 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 Command Officers Association of Michigan at a meeting held for such purpose, in accordance with its bylaws, on June 4, 2014.

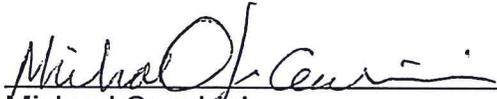
FOR THE CITY OF BAY CITY:



Richard Finn
City Manager

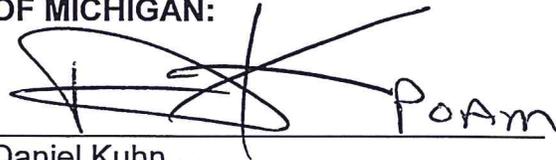


Gregory D. Talicska
Director of Human Resources



Michael Cecchini,
Public Safety Director

**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN:**



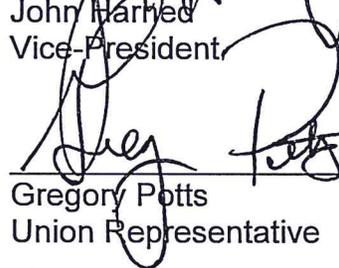
Daniel Kuhn
COAM Representative



Caleb Powell
President



John Harred
Vice-President

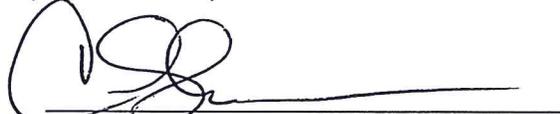


Gregory Potts
Union Representative

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.



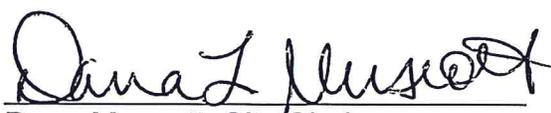
Witness, Jamie C. McFarland



Christopher Shannon, Mayor



Witness, Patricia Salinas



Dana Muscott, City Clerk

APPENDIX A

CITY OF BAY CITY AND POLICE OFFICERS LABOR UNION/COMMAND MEMORANDUM OF UNDERSTANDING

FALSE ARREST COVERAGE

For the purposes of coverage under the provisions of Section 7:2 regarding False Arrest, a command officer shall be deemed to be acting within the scope of his/her duties and thereby covered:

- A. When he/she is engaged in any activity assigned, directed or authorized by the police department.
- B. When he/she is not engaged in such assigned, directed, or authorized activity, but is required by an immediate situation to act to prevent a crime, preserve the peace, enforce a law or ordinance, or arrest a criminal, and he/she takes such required action in a lawful manner.

APPENDIX B

**CITY OF BAY CITY AND POLICE OFFICERS LABOR UNION/COMMAND
MEMORANDUM OF UNDERSTANDING
NOVEMBER 9, 1989**

PROMOTION TEST ELIGIBILITY

The City and the Union agree that candidates for the rank of captain must be at lieutenant rank, and that candidates for the rank of lieutenant must be at the sergeant rank. This understanding shall constitute a standard practice unless otherwise overruled by a higher authority.

FOR THE CITY OF BAY CITY:

FOR POLICE OFFICERS LABOR UNION,
COMMAND:

Bruce M. Wagner
Personnel Director
11/22/89

James Quinn
FOP Representative
11/28/89

Gerald VanAlst
Police Chief
12/4/89

Edward LaPlant
President
12/3/89

APPENDIX C

CITY OF BAY CITY POLICE & FIRE RETIREMENT SYSTEM

Sample Calculation of Pension Benefits for COAM

Based on 2,080 hours per year

2014 Base rate of pay: $\$31.08 + \0.58 (longevity pay*) = $\$31.66$

2015 Base rate of pay: $\$31.08 + \0.58 (longevity pay*) = $\$31.66$

2016 Base rate of pay: $\$31.69 + \0.58 (longevity pay*) = $\$32.27$

**Longevity Pay is not applicable for any employees hired into or promoted into this unit after January 21, 2005, unless currently receiving longevity pay as a patrol officer, corporal, or special duty officer.*

Final Rate of Pay: $\$32.27$

Final Average Salary Calculation (FAS):

	Base Salary (best 36 months)	Bonus Pay (last 3 full calendar years)	Total for FAS Calculation
2014	\$65,852.80	\$3,000.00	\$68,852.80
2015	\$65,852.80	\$2,000.00	\$67,852.80
2016	\$67,121.60	\$2,000.00	\$69,121.60

*Vacation Payout: $\$7,744.80$

Total: $\$213,572.00$

* PTO hours (vacation and personal PTO) Payout = $240 \text{ hours} \times \$32.27 = \$7,744.80$

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

$\$32.27 \times 2,080 \text{ hours} =$

$\$67,121.60 + \$2,333.33$ [bonus pay average] $\times 70\% = \$48,618.45$

Final Average Salary (FAS)

$\$213,572.00 \div 3 \text{ Years} = \$71,190.66$

Annual Pension Calculation

$\$71,190.66 \times 0.028 \times 25$ (years of service) = $\$49,833.46$

Final Pension Adjusted for Maximum: $\$48,618.45$

APPENDIX D

CALCULATION OF VACATION DAY PAYOUT UPON RETIREMENT, RESIGNATION OR TERMINATION

The City of Bay City and Police Officers Labor Union Command Officers 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 retiring from the City of Bay City Department of Public Safety shall receive a PTO payout of all PTO vacation hours and Personal PTO hours available for his/her use in that calendar year. 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 the 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)	minus PTO vacation hours used
280	hours eligible for payout

For the purpose of vacation day payout, the "retirement" calculation shall only apply to an employee that at the time of his/her separation from employment with the City of Bay City Department of Public Safety is eligible to receive pension benefits as defined in the employee's collective bargaining agreement, Article 9, Retirement Benefits. The "retirement" calculation shall not apply to an employee that is terminated from employment with the City of Bay City Department of Public Safety or an employee who resigns his/her employment with the City of Bay City Department of Public Safety and is not eligible to receive pension benefits as described in the collective bargaining agreement.

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)	minus PTO vacation hours used
<hr/>	<hr/>
102.71	hours eligible for payout

APPENDIX E

OPTIONS FOR WORKING A PAID HOLIDAY

OPTION #1 – Cash

12 hours at Straight Regular Pay for regular work day		CASH
12 hours at Straight Regular Pay for working holiday (holiday pay)		CASH
24 hours total		

OPTION #2 – Compensatory Time

12 hours at Straight Regular Pay for regular work day		CASH
12 hours added to Compensatory Time off for working holiday		Compensatory Time Off
24 hours total		

OPTION #3 – Paid Time Off

12 hours at Straight Regular Pay for regular work day		CASH
12 hours PTO (Paid time off) credited to PTO bank for use at later date for working holiday		PTO
24 hours total		

Additional

If you use your “holiday leave” (HL) on the date of holiday celebration (e.g. take Thanksgiving Day off), you will be marked Holiday Leave and nothing further is necessary. If the holiday falls on a day where it is an employee’s regular “with leave” day, the employee shall be entitled to an additional day of PTO to be taken as time off at another date.

Reminder

If you elect option #2 your compensatory time balance must be able to accommodate a full 12 hours (or amount of hours for the scheduled shift). If the hours designated exceeds the employee’s compensatory time maximum balance the entire payment will default to option #1 – cash payment.