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LABOR AND INDUSTRIAL
RELATIONS COLLECTION

Michigan State University

**COLLECTIVE
BARGAINING
AGREEMENT**

between

The City of Bay City, Michigan

A Michigan Municipal Corporation

and

Lodge #103

of The

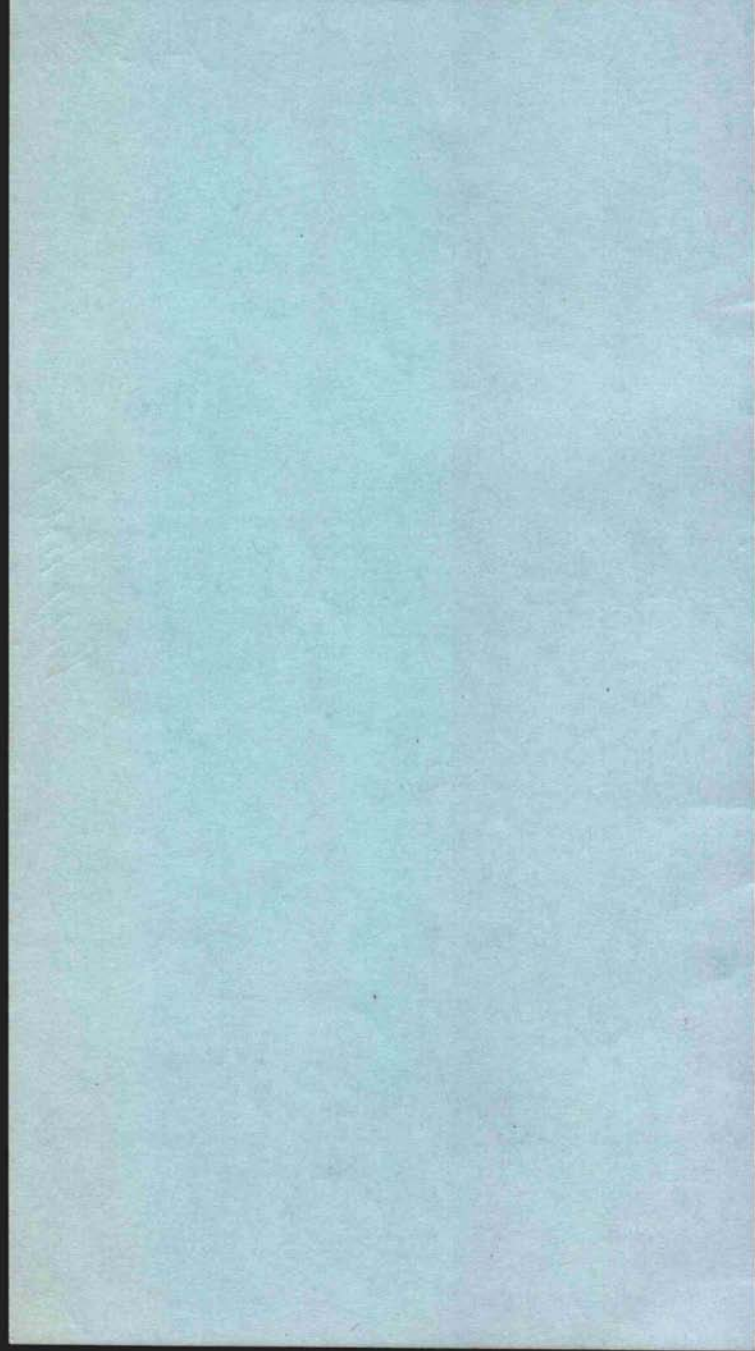
Fraternal Order Of Police

Patrol Officers And SDO'S

January 1, 1986 - December 31, 1988



Bay City



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Paid For In Full By F.O.P. 103 Labor Fund

(No City of Bay City funds were used)

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AGREEMENT

This Agreement entered into this 2nd day of September, 1986, with all provisions to be effective January 1, 1986, unless otherwise specified, between the City of Bay City, Michigan, a municipal corporation, hereinafter called the "City"; and Lodge #103 of the Fraternal Order of Police, Patrol Officers Association, hereinafter called the "Lodge."

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

ARTICLE I

Principles, Policies, Purpose

Section 1.1 — Recognition of the Lodge.

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

a. The City of Bay City, Michigan, recognizes that, under the law, the full-time police officers of the City of Bay City, Michigan, have the right to bargain collectively with their employer, the City, and that said police officers have the right to be represented by an organization and/or its representatives in connection with collective bargaining as to wages, hours, rates of pay, and other conditions of employment.

b. In accordance with the provisions of Act 336 of the Public Acts of 1974, as amended, the City recognizes the Lodge as the exclusive agent for collective bargaining for all non-supervisory employees of the Bay City Police Department including Patrol Officer, Special Duty Officer, and Meter Officer, but excluding the Chief of Police, all supervisory police employees, and all civilian employees not specifically listed above as included in the bargaining unit, and will negotiate or bargain only with the authorized representatives, agents, or attorneys of said Lodge 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 Lodge, or which would tend to undermine the efforts of the Lodge as the sole bargaining agent for policemen, as set forth in paragraph (b) hereof. The City shall make available to all employees of the bargaining unit a copy of this Agree-

ment, calling their attention to the fact that the Lodge 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.

Section 1.2 — Management Rights.

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

The employer agrees that all employees in the bargaining unit, defined as the officers of the Bay City Police Department, including meter enforcement officers, shall either be members in good standing of the Lodge or pay a service fee proportionally to the collective bargaining cost of the Lodge, including the cost of negotiation and administration of the contract, the amount of which fee the Lodge shall certify to the employer. Any employee hired after the date of execution of this Agreement shall either become a member of the Lodge or shall pay a service fee proportionally to the collective bargaining cost of the Lodge, including the cost of negotiation and administration of the contract, the amount of which fee the Lodge shall certify to the employer, with the obligation effective on the 31st day after commencement of employment. This section is in no way intended to alter the basic, probationary period of six months used by the Department.

Section 1.4 — Dues Deduction.

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

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

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

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

Section 1.5 — Bargaining Time.

Members of the Lodge shall be afforded reasonable time during regular working hours, without loss of pay, to participate in collective bargaining or negotiations and grievance procedures relative to wages, hours of employment, other working conditions, administration and enforcement of this agreement, provided that sufficient advance notice is provided to the Chief and the time off does not cause disruption to the Department.

Collective bargaining by the Lodge shall be done by a recognized Lodge Bargaining Committee with or without the assistance of authorized agents, representatives and/or attorneys. The City shall be provided with a list of the Lodge Bargaining Committee members prior to all negotiations. The number of Lodge members on the Lodge Bargaining Committee participating in any negotiating committee shall be paid their regular pay for reasonable time lost.

The Lodge 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 Chief of Police, the Officer in Command or in charge of the station.

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

Section 1.6 — Past Practice.

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

Section 1.7 — Strike Prohibition.

The Lodge 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 Lodge and/or cancellations of this Agreement by the City.

ARTICLE 2

Hours of Employment

Section 2.1 — Hours of Employment.

The normal work schedule for employees shall be five eight-hour work days for a total of forty hours each week. The work day shall commence at 6 a.m. and end at 6 a.m. the following day.

Section 2.2 — Trading of Time by Employees.

Officers shall be allowed to trade time with each other when they are qualified to perform their duties, and the trade can be arranged at no cost to the City.

If, in the judgment of the officer in charge of the patrol, the employee trading into the job is not qualified to perform those duties, the officer may refuse to grant permission for such trades.

Section 2.3 — Overtime Hours.

Overtime rates shall be paid for hours over regular employment. Overtime shall be any hours of employment over forty hours per calendar week. Pay at the overtime rate shall also be paid for hours over eight hours within any twenty-four hour period, except that overtime shall not be paid for a shift rotation provided off-time of at least eight hours occurs between the shifts or training day.

On first leave day (our Saturday), overtime is time and one-half. On second day (our Sunday), rate of overtime is double time.

The City will not change a member's "with leave" days or work hours for purposes of avoiding payment of overtime, except in Criminal Investigation Division.

Employees may elect to receive compensatory time off for overtime worked. Such time may be carried over from year to year, but shall not exceed 80 straight-time hours at any time. Such time is to be taken off in units of not less than one hour at the convenience of the employee and at the discretion of the commanding officers.

If an employee changes his work schedule for his own benefit and this prevents the need for overtime pay, it shall not be grounds for a grievance from the bargaining unit or individual officers.

Reserve officers shall not be used by the City to avoid payment of overtime to regular officers except in cases of emergency.

Section 2.4 — Equalization of Overtime.

a. 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 officer will refuse overtime when ordered to work.

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

1. A master overtime list shall be kept at the Uniform Command Desk to be used by all uniformed supervisors. The C.I.D. will maintain their own overtime list. A copy of the overtime lists will be available, posted, and maintained on a daily basis.
2. When additional officers are needed on a particular shift as determined by the Chief of Police, his designee and/or Station Commander, officers from that shift shall be given preference. (An exception would be the second day off). All other overtime, for example, special events, parades, park detail, shall be offered first to the employee credited with the lowest number of overtime hours. If the low overtime employee cannot be reached by telephone or otherwise refuses, he shall be passed over and the next lowest employee in overtime hours shall be contacted. This procedure shall be followed until overtime assignments have been made. In the event two or more employees have the same number of overtime hours, the senior employee will be called first.

3. The supervisor may hold over the low overtime employees without calling members of the affected platoon when there is less than two hours' notice.
4. An employee may file a written request with his command officer that he be eliminated from the overtime list and not considered for overtime. The employee may, at any subsequent time, but in no event more than once in any twelve-month period, withdraw this request, in writing, at which time he will be placed on the overtime list at the highest number of hours within his platoon.
5. An employee who refuses overtime when contacted, shall be credited with the number of hours worked on that occasion for purposes of equalization.
6. A new list will be implemented with each new contract.
7. 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. Attempts to notify are not to be used as refusals, but to show that he or they did attempt to notify the low overtime employee first.
8. In no event will double time be paid for shortages without the approval of the Chief of Police or his designee.
9. If an employee is transferred or hired during the term of this contract, he will be charged with the maximum of overtime hours from date of hire or transfer following his probationary period.
10. The above procedures do not apply in cases of major civil disorders, natural disasters, or in emergencies as declared by local governmental authorities.
11. Officers called upon to work for one and one-half hours or less shall not have this overtime charged to the overtime list. In addition, those officers who refuse overtime due to not having at least eight hours off prior to reporting for their regular shift shall not have this overtime marked as a refusal.
12. In the event a member is off sick, injured, or on leave of absence, with or without pay for a period of five consecutive work days, overtime hours starting on the sixth day of absence shall be charged to his name on the overtime list, as if he actually worked the overtime. The overtime will be charged to his name only when it is that person's turn to work, as determined by the overtime list.

Section 2.5 — Overtime Data.

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

Section 2.6 — 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, on the first leave day they will be compensated at the rate of time and one-half. On their second leave day or while on vacation, they shall be compensated at the rate of double time. This pertains only to court or administrative agency actions pertaining to the employee's functions or his position. All officers will turn subpoena fees over to the City.

ARTICLE 3**Salaries****Section 3.1 — Salaries.**

Commencing January 2, 1986, all members of the bargaining unit shall receive a 3.5 percent increase in wages.

Commencing January 2, 1987, all members of the bargaining unit shall receive a 3.75 percent increase in wages.

Commencing January 2, 1988, all members of the bargaining unit shall receive a 4.0 percent increase in wages. (See attached Appendix A).

Section 3.2 — Cost of Living.

Salary and wage rate shall be adjudged the first full pay after July 1, 1979, and each six months thereafter during the term of this Agreement for all members of the bargaining unit except meter officers and officers hired after July 1, 1979, and having less than three years of continuous service, to reflect the changes in the Consumer Price Index as established by the United States Department of Labor determined by \$.01 per hour per year for each change of .4 in the Consumer Price Index for the six-month period ending with the preceding November or May. If, however, the above annual adjustment does not reach \$.30, the City will make up the difference.

For the purposes of this section, it is understood that the 1967 Cost-of-Living Index is to be used as the base.

This section is applicable so long as the Agreement is in full force and effect.

Notwithstanding anything herein to the contrary, cost-of-living

allowances shall be frozen at the current level (no increase or decrease) for the term of this Agreement.

Section 3.3 — Stand-by Pay.

Stand-by time is that time which an employee is required to be available for work outside of normal working hours. The pay for stand-by shall be computed on the following basis:

Stand-by for emergency — after an officer's regular working day, he shall receive two hours of pay for every sixteen hours of standby.

Standby on leave days or holidays — an officer shall receive three hours of pay for twenty-four hours of standby.

If it becomes necessary for an officer to answer a call or request for work while on standby, the officer shall receive a minimum of one and one-half hours' pay at overtime rates, plus the normal standby pay shall be paid to him.

Section 3.4 — Recall Pay.

When an officer is required to return to work outside of his regularly scheduled hours, he shall receive a minimum of one and one-half 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 actual overtime.

Section 3.5 — Longevity Pay.

In addition to regular compensation, employees shall receive longevity pay as follows:

- After 5 years of employment - 2 percent;
- After 10 years of employment - 4 percent;
- After 15 years of employment - 6 percent; and
- After 20 years of employment - 8 percent.

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

Section 3.6 — Premium Pay.

All employees shall receive \$.20 and \$.25 differential on the second and third shifts respectively. First shift shall be considered any shift starting between 6 a.m. and 2 p.m.; second shift shall be any shift starting between 2 p.m. and 6 p.m.; and third shift shall be any shift starting between 6 p.m. and 6 a.m.

As further explanation of this section, vacation and sickleave 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 or double time.

After one year of seniority, an employee may be considered for

shift preference when an opening occurs upon making written application after having worked in his assigned shift for at least three months.

Section 3.7 — Like Work - Like Pay Provisions

When an employee is assigned to a higher job classification, he shall be paid at the rate of the higher classification.

Like pay for like work shall be compensable for only the actual time on duty in the respective acting capacity.

A police officer with less than three years as a patrol officer will receive only the difference in pay that a three-year police officer receives when working at the next higher position.

Section 3.8.

Members who are certified breathalyzer operators shall receive an annual \$250 payment for the year in which they are certified, to be paid during the month of July each year of this Agreement.

Section 3.9.

Members of the diving team shall be paid three times their regular hourly rate while diving except while in training.

Section 3.10.

The classification of special duty officer will be made a regular classification.

ARTICLE 4

Vacations

Section 4.1 — Vacations.

All members of the Department who have faithfully discharged their duties shall be entitled to vacation time. From and after this date of this contract, all members of the bargaining unit shall have their service time for the purpose of computing earned vacation be computed as of the anniversary date of hire. Vacation from the anniversary date of hire to the end of the calendar year in which the anniversary date of hire falls shall be prorated. Thereafter, service time for vacation purposes will be based on the calendar year following the anniversary date of hire as follows:

Two five-days vacations for employees with one to five years of continuous service to be effective on the beginning of the calendar year immediately following an employee's first anniversary date.

Employees with five to ten years of continuous service shall, in the calendar year immediately following the employee's fifth anniversary date, be entitled to two ten-day vacations.

In addition, members shall be entitled to a longevity vacation as provided in this Agreement. Such vacation shall be with full pay.

Annual vacations must be taken in two periods, one during the summer months and one 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 Chief of Police. The summer vacation period will begin April 1 and continue through September 30. The winter vacation period will begin October 1 and continue through March 31 of the following year. Selection of vacation periods by individual officers shall be by length of service in rank. Any officer who fails to take a vacation during one vacation period will not be entitled to a longer vacation in any succeeding period unless he has requested and been given approval by the Chief of Police to combine his two vacation periods into one vacation. All vacations earned must be used within one year and may not be extended into the following year unless approved by the Chief of Police 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 vacation time.

If a regular payday falls during an employee's vacation for a one-week vacation or longer, he will receive that check in advance before going on vacation; provided, however, that the employee makes written request to the City Manager two weeks before leaving if he desires to receive said check in advance.

Section 4.2 — Longevity Vacation.

After an employee has completed ten full years of employment with the Bay City Police Department, beginning on his anniversary date, he shall be entitled to one additional day of vacation and an additional day for each additional year of employment in excess of ten years, not to exceed five days.

Section 4.3 — Pay For Lost Vacation Time.

Vacations are to be taken in time off. Employees are not permitted to work for the City during vacation periods and obtain "double pay" except as provided.

Where an employee is unable to take his earned vacation or personal holidays for reasons of sickness or disability and is off work on sick leave or workmen's compensation, he shall be paid for all vacation pay earned in lieu of the vacation time lost. If he returns to work before the end of the calendar year, he shall receive his vacation when desired, provided that the time can be arranged without undue hardship on the Department.

Section 4.4.

All vacation days are to be used in units of not less than four hours.

ARTICLE 5**Holidays****Section 5.1 — Personal Holidays.**

All members of the Bay City Police Department shall be entitled to three personal holidays per year to be taken at the convenience of the officers so long as he gives a minimum of two weeks' notice and at the time of notice, it will not reduce staffing below departmental minimum as set by the Chief. If notice is given for less than two weeks, the personal holiday will be granted at the discretion of the employee's commanding officer. Each employee shall be entitled to carry over two days of his own choice, plus Christmas, if the employee is required to work on that day, from year to year.

Section 5.1 — Holidays - Paid.

Holiday pay is compensation paid for the time during which work would normally be performed, said work having been suspended by reasons of a general holiday.

The following shall be general paid holidays for employees, and they are considered legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and general election days — not to include primary, special, or similar elections.

Whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date as prescribed by state or federal statute, whichever is controlling. For purposes of computing holiday pay, 6 a.m. the days of the holiday through 6 a.m. the following day shall be used.

Any overtime worked on a holiday will be paid by the actual hours worked at straight time, plus his regular rate of pay.

If an employee is scheduled to work a holiday, he may be granted the day on leave, with pay; and if not granted a leave day, he would be credited with a day to be taken at a later date (with pay).

ARTICLE 6
Leaves of Absence

Section 6.1 — Service-Incurred Injury.

a. Method of Compensation. From the first day of disability, 80 percent wages shall be paid to the members of the Police Department. Workmen's Compensation shall be effective only when an injury is considered to be in the line of duty and will be with the understanding that the necessary doctors' reports would be made periodically to the City Manager and that each case would be decided on its individual merits.

b. Any officer who is shot or stabbed while in the performance of his duty shall receive 100 percent of his pay for the first 30 calendar days following such injury.

c. For the first six months a member is disabled under Workmen's Compensation, the member shall continue to accumulate vacation-leave credit, sick-leave credit, and all other fringe benefits which are normally credited to the members.

d. If an employee is disabled under Workmen's Compensation more than six months, the City will continue to pay health and life insurance premiums.

Section 6.2 — General Provisions - Accounting for Compensation.

a. Where an employee is granted leave with pay on the condition that he shall account for compensation received during said leave, it shall mean that he is entitled to receive payment from the City of only the difference between such compensation and his regular pay for that period. This is not to be construed as requiring accounting for payment in excess of City pay. Where arranged for in advance, such payment may be accomplished by the issuance of regular City pay for the period and the employee turning over the other compensation received to the City forthwith upon receipt. An employee shall not be required to account for compensation in reimbursement of actual expenses such as travel and meals.

Section 6.3 — Sick Leave.

a. An employee shall be entitled to one day of paid sick leave per month of service, beginning on his initial day of employment, with unlimited accumulation. A bonus of one day will be given for each three-month calendar period no sick time is used, starting January 1 of each year.

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 or his survivors shall receive compensation in a sum equivalent to one-half of a maximum of 200 days of his accumulated sick leave credits at his prevailing hourly rate according to his classification.

d. Sick time shall be computed at the rate of time used in units of not less than one hour.

e. Where necessary, an employee shall be granted time off for sick leave. Within his 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 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 officer in charge of the station at least one-half hour before the time in which he is to report for duty. An employee shall notify the officer in charge two hours prior to his return to work from a sickness or family sickness.

f. Five days of accumulated sick time per calendar year may be used by the employee for family sickness (family being defined as spouse or children living at home). The City Manager may grant the use of additional accumulated sick time for family sickness upon a showing of extenuating circumstances.

g. Where an employee chronically abuses his sick leave and thus interferes with the operation of the Department, he may be assigned and/or transferred. Such action shall not constitute a penalty, but shall be for the purpose of promoting efficient and economic operation.

h. An employee who is on sickness or disability leave may, upon written request, be returned to light duty within the Department, consistent with the restrictions of a physician. The City agrees to make every reasonable effort to provide such light work, and no special duty officer pay is required.

Section 6.4 — Sick List System.

a. Only those police officers who are members of the Fraternal Order of Police Lodge #103 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 police officers and as a result of the use of this system.

c. Volunteer Sick List System. When a member of the Lodge has used all his 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 of the Bargaining Unit 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 that Fair Labor Standards Act as a result of the use of this system.

d. In the event an officer has used all his accumulated sick time, vacation and leave time, and is about to be removed from the City payroll because of his inability to report to work because of sickness, it would be permissible for another officer to volunteer to work in his place to keep the sick officer on payroll and fringe benefits.

Section 6.5 — 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 up to 30 days for reasons of sickness beyond sick time or sick list system, illness in family, family marital problems, and education, after exhausting vacation leave. On review by the Chief, leave may be extended for good and valid reasons if said reasons are deemed consistent with the best interest of the Department. During said leaves of absence without pay, seniority will not be accumulated.

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

Section 6.6 — 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.

Members of the National Guard or reserve units, while on active training, shall be entitled to up to two weeks' military leave per year at full pay and with all fringe benefits; provided that the

employee shall account for and repay all payments received for such service as the provisions for accounting for compensation. Such time off with pay will be limited to one enlistment period only for those members of the Department who are not members of the National Guard or reserve units as of July 1, 1974.

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 therefor.

c. **Funeral Leave.** Members shall be allowed leave with pay, not to exceed three days, from the date of notification through the day of burial only, aside from sick leave, vacation and holidays, as funeral leave days when a death occurs in his immediate family. A member of the immediate family shall be defined as current spouse, child, mother, father, stepfather, stepmother, sister, brother, including mother and father of current spouse and foster parents. A permanent member of the employee's family is to be considered the same as an immediate family member. When death is of a brother-in-law, sister-in-law, grandparent, or grandchild of the member, said member shall be allowed one funeral leave day with pay from the date of notification through day of burial only.

If death to such family members occurs more than 300 miles from Bay City, members shall be allowed an additional day with pay to allow for travel time.

d. **Veteran's Funeral Leave.** Where requested by a proper official or a recognized veterans' organization, an employee may be granted reasonable time off with pay to attend a veteran's funeral or civic affair as a representative of the veteran's organization.

e. **Leave for Conferences.** The City will grant leaves of absence, with pay, to up to two members of the Lodge for five days when elected or selected to attend a bi-annual conference of the National Lodge and to five employees for three days when selected or elected to attend the annual conference of the State Lodge, provided leave is requested in advance. It is further understood that the day off with pay will only be granted to the personnel normally scheduled to work.

It is understood that the five members are the total combined for the Patrol Officers Association and the Command Officers Association.

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

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

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

ARTICLE 7

Hospital — Surgical — Medical

The City will provide all bargaining unit employees with the health insurance now in effect or comparable coverage. Elective abortion is not included in this plan. The City will allow each member of the bargaining unit the option to participate in the above plan or GHS of Michigan, Inc. If, however, the premium costs of GHS exceed that of the developed premium for the City plan, the employee will pay the difference.

All full-time members of the bargaining unit and their families will be provided with a 50/50 dental plan with a \$600 maximum per family member.

The City will continue to pay the premiums for the above plans for a period of six months for persons not on the payroll but on sick leave without pay, and for a period of six months from day of layoff for involuntary termination of employment, except where the employee was "fired for cause," in which event the coverage is to be terminated as soon as possible under this policy.

Costs: The City shall pay full premiums and absorb future increases, with the above exceptions, through the term of this Agreement.

ARTICLE 8

Insurance

Section 8.1 — Life Insurance.

The City shall provide each member of the bargaining unit with \$25,000 of face value life insurance with the City paying full premiums.

The City shall also provide a \$25,000 accidental death and dismemberment insurance for each member of the bargaining unit, with the City paying full premiums.

Section 8.2 — False Arrest and 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 duties. Coverage shall be provided in the following limits of liability: \$100,000 per person; \$300,000 aggregate each occurrence.

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

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

ARTICLE 9

Uniforms and Equipment

Section 9.1 — Plain Clothes Officers.

Employees who regularly wear civilian clothing in the performance of their duties shall receive a clothing allowance of \$350 per annum in lieu of uniform while assigned to such duties, to be paid in July of each year. In the event an officer has been paid the clothing allowance and subsequently is no longer required to wear civilian clothes, any replacement officer shall not earn or be entitled to receive a clothing allowance until July following the commencement of his plain-clothes' duty.

Section 9.2 — Cleaning Allowance.

A cleaning allowance will be paid at the rate of \$25 per month, to be paid no later than the second payday of each month.

ARTICLE 10
Retirement Benefits

The pension benefits for all members of the bargaining unit shall be governed as set forth as it presently exists or amended under Article XXVIII of the City Charter of the City of Bay City and shall be the pension benefits of the Police Department employees with the formula for calculating benefits changed to the best three years of the last ten excluding accumulated sick leave payment as part of salary.

It is understood that upon attainment of an employee's 60th birthday, contributions by the employer and the employee will cease and the employee's benefits will be frozen as of that date.

An employee will become vested in the above plan after ten continuous years of service.

The City shall grant additional service credit up to three years for military service rendered prior to employment by the City. The additional military service credit would be used only in the computation of pension benefits; such credit would not be used to meet eligibility requirements for voluntary retirement.

The employee shall contribute 6 percent of his current rate of pay in effect at the time of his election for each year of service, plus simple interest at the rate of 1 percent per year for each year from the date of hire to the date of election and payment. The payment shall be in cash and paid within 30 days prior to the retirement date. To be eligible for claiming such military time, the employee will be required to furnish proof of honorable discharge for the years claimed.

On or before January 1, 1987, the parties agree to negotiate regarding the current Orphans' and Widows' Provisions of the Retirement Ordinance in accordance with the letter of understanding which is attached hereto and made a part hereof marked Appendix B.

ARTICLE 11
Seniority

Seniority is hereby granted to all employees of the City within the bargaining unit, excepting parking meter enforcement officers whose seniority in the Police Department will begin only when they are appointed as regular police officers.

Seniority in the case of the regularly employed police 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 Lodge a seniority list that is up to date and which will show the individual employee's hiring date, name, seniority period, and birth date. This roster shall be furnished annually on or about July 1st. Said seniority list will be posted on the bulletin board provided by the City so that each employee may know his seniority. The City shall furnish the Lodge president that same list at the Lodge's request. If the seniority date posted is not contested by either party within 30 days after posting, then said date of seniority is to be presumed conclusively correct.

b. Loss of Seniority. An employee may lose his seniority for the following reasons only:

1. He voluntarily quits City employment.
2. He retires.
3. He is discharged.
4. Layoff in excess of five years.

c. Layoff and Recall.

1. In the event of layoffs, employees will be laid off according to departmental seniority with the least senior employee's being laid off first.

2. Probationary employees will be laid off first.

3. Employees on layoff shall have rights to recall. Such employees will be called back in inverse order of layoff. Notice of recall shall be sent to the employee's last known address by certified or registered mail. If an employee fails to report to work within 10 days from the date of the mailing of the notice of recall, he shall be considered to have voluntarily quit. Laid-off employees are responsible for notifying the employer of their current address.

4. Employees who are promoted to command officer classification shall retain the seniority they had at the date they leave this bargaining unit and will not, for the purposes of bumping, acquire any further seniority under this Agreement while in the command officer classification.

5. Employees who are promoted to command officer classification and are subsequently reduced in rank may bump back into the patrol officer's classification. When bumping into the patrol officer's classification, the "bumping employee" shall have the seniority he acquired on the date said employee entered the command classification and shall displace the least senior employee in the patrol officer's classification having less seniority as a patrol officer than the "bumping employee."

6. Any employee reduced in rank for nondisciplinary reasons who bumps back into patrol officer's classification may be returned to his previous rank without complying with the normal procedures for promotion, including testing, if said employee is returned to his rank within a period of time equivalent to his time in rank or one year, whichever occurs first, but such officer shall retain his department-wide seniority for all other purposes under the rules and regulations, including, but not limited to, writing for promotional examination.

7. Laid-off employees shall be notified, in writing, by the employer at least 15 days in advance of the effective date of layoff.

ARTICLE 12

General

Section 12.1 — Citation Board.

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

There are five types of citations granted to officers by the Board:

1. Killed in Action
2. Courageous Service
3. Meritorious Service
4. Life Saving
5. Exemplary Service

One with leave day, with pay, is granted for each addition given under #2, #3, and #4.

Section 12.2 — Personnel File.

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

Section 12.3 — Personal Review Board.

A Personnel Review Board, consisting of the City Manager or his delegate, Chief of Police or his delegate, and three members of the FOP bargaining unit shall be formed once each year during the month of January if requested by the FOP.

On written request of an officer to the Chief, the Personnel Review Board shall review all matters involving complaints or infraction of rules in this officer'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 officer's personnel file.

If such request for record review is made by one of the members 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 years old, it may, by majority vote, purge any such record from the officer's personnel file and order it destroyed.

Section 12.4 — Continuing Education.

Upon recommendation of the department head, an employee may attend a course of instruction on his own time, under the following terms and conditions.

a. That the tuition, books, and student fees for the course of instruction shall be loaned to the employee, interest free, two courses per semester.

b. The said course of instruction shall be applicable to the betterment of the employee in his employment classification and said course of instruction shall be limited to Michigan State University and educational institutions located in Bay, Midland, Saginaw, Isabella, or Genesee Counties.

c. That a transcript of his grades for said course of study be submitted to his department head; and after successful completion of the course, the City will cancel the tuition loan.

d. In the event an employee is not successful in completing the course, the advance would then be repaid to the City on an installment plan basis agreeable to both parties.

Section 12.5 — Firearms Training.

The Department shall have at least three firearms' training sessions in each calendar year. One of these sessions is to be a semblance of nighttime firing.

Section 12.6 — Authorized Side Arm.

An officer's gun must meet established departmental requirements and be approved by the Department.

Section 12.7 — Permission for Off-Duty Work.

When an employee wishes employment outside of his City position, he shall request permission, in writing, from the Chief of Police.

If the Chief determines that such employment is improper, he may refuse.

Section 12.8 — Reimbursed Expenses.

The City shall repair or replace items of personal property, including but not limited to watches, glasses, and clothes, which are damaged while the employee is engaged in the performance of his duties. The employer, however, reserves the right not to make reimbursement for expensive items of personal property, such as, but not limited to, diamond rings. It is the intent of the parties that the employee shall wear or possess, while on duty, personal items considered to be "luxury" items at his own risk. The City shall not pay for lost or misplaced items through the employee's own negligence.

Section 12.9 — Out-of-Town Trips.

The employee in charge of a trip authorized by the Department shall have a credit card that is furnished by the City. The City shall pay all authorized expenses incurred on such trip.

Section 12.10 — Reinstatement of Veterans.

Any employee when required to enter into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered reemployment in his 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 will be offered such employment in line with his seniority as may be available, which he is capable of doing, at the current rate of pay for such work, provided he reports for work within 90 days of the date of such discharge or 90 days after hospitalization continuing after discharge.

Section 12.11 — Residency.

a. All future employees of the City of Bay City who become members of the bargaining unit shall be domiciled in the City of Bay City at the time of hire and remain residents as long as they are in the employment of the City. As used in this section, domicile shall be defined as the established, fixed, permanent, ordinary dwelling place, and place of residence of such employees.

b. The residency requirements set forth in subparagraph 12.11 a. above is not applicable or enforceable in any way to any bargaining unit employee hired prior to September 14, 1982.

c. All bargaining unit employees hired prior to September 14, 1982 shall be and continue to be residents of the County of Bay.

Section 12.12.

Employees will be required to take physical examinations annually from the City physician. If, in the opinion of the physician, the employee has a condition which would require an EKG, it will be furnished. Also, a tuberculin test will be conducted by the County Health Department. If, as a result of the examination, the employee is determined to be physically unable to perform his normal duties, the City will make every effort to place the employee in an appropriate job, with due emphasis placed upon his length of service, rate of pay, and type of work he was performing at that time, except that an employee who has completed 20 or more years of continuous service and in the opinion of the City physician is unable to perform his regular duties due to a physical condition or impairment, will be assigned to a job classification and to work that he is able to perform. If he is assigned to a lower-rated job, his previous rate of pay shall not be reduced if he has completed 20 or more years of service. No further wage increases will be granted such employee so long as he is paid more than the maximum rate for the job title in which he is placed.

If there is no classification within the Police Department for which the employee's physical condition will allow him to perform, the City will make every effort to place him in a position elsewhere within the City.

If the employee disagrees with the physician's opinion, he may seek a second opinion at his own expense. If there is a conflict between the City's and employee's physician, 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 the 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. If, however, in the opinion of the City physician, the affected employee is unable to continue working, he may use sick leave, vacation, or in the event such time is exhausted, leave without pay, until such opinions are rendered.

ARTICLE 13 **Authority of Manager**

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

ARTICLE 14 **Severability**

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

ARTICLE 15
Grievance and Arbitration

Section 15.1.

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

Section 15.2.

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

Section 15.3.

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

Step 2. If the grievance is not satisfactorily disposed of, the aggrieved employee shall submit it in written form to the Chief of Police within ten working days following the reply of the supervisor or the grievance shall be considered dropped.

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

Step 3. If the grievance is not resolved by the Chief's answer, the Lodge Labor Committee may appeal in writing to the City Manager within 10 working days or the grievance shall be considered dropped. The City Manager and/or his designee shall meet with the Lodge Labor Committee within 10 working days of the

appeal unless mutually extended. The answer of the City Manager and/or his designee must be filed within 10 working days.

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

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 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 shall have the authority in cases concerning discipline or discharge to order the payment of back wages and compensation for an employee. His award shall be final and binding on the parties and affected employees. The expense of the arbitrator shall be shared equally by both parties.

ARTICLE 16

Waiver

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

ARTICLE 17
Rules and Regulations

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

This Agreement shall supersede any rules or regulations inconsistent herewith.

ARTICLE 18
Disparity Between Firefighter and Patrolman

As of January 1, 1986, a top-of-the-scale Bay City firefighter is paid an annual base pay of \$27,664.00, and as of January 1, 1986, a top-of-the-scale Bay City patrolman is paid an annual base pay of \$26,499.00 for a disparity of \$1,165.00 per annum. If, during the term of this Agreement, the disparity between the top-of-the-scale firefighter and the top-of-the-scale patrolman increases, then in that event the City agrees to renegotiate this Agreement so that the disparity in pay between the firefighter and the patrolman will not be increased.

ARTICLE 19
Desk Officer/Complaint Officer

The position entitled "desk officer and/or complaint officer" is and shall remain an S.D.O. position.

ARTICLE 20
Renegotiation For Annuity Program

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

ARTICLE 21
Deferred Compensation

Bargaining unit members may, at their option, elect to participate in the ICMA deferred compensation program through the City of Bay City.

ARTICLE 22
Gender

Whenever the terms, "he," "his," or "him" are used herein, said terms refer equally to the feminine gender "she" or "her."

APPENDIX A

Effective 1-2-86

	Hourly	* Annual
Meter Officer	\$ 7.49	\$15,579.20
Patrol Officer (Start)	8.05	16,744.00
Patrol Officer (12 months)	8.77	18,241.60
Patrol Officer (24 months)	9.16	19,052.80
Patrol Officer (36 months)	13.19	27,435.20
S.D.O.	13.48	28,038.40

Effective 1-1-87

	Hourly	* Annual
Meter Officer	\$ 7.77	\$16,163.42
Patrol Officer (Start)	8.35	17,371.90
Patrol Officer (12 months)	9.10	18,928.00
Patrol Officer (24 months)	9.50	19,760.00
Patrol Officer (36 months)	13.68	28,454.40
S.D.O.	13.99	29,099.20

Effective 1-7-88

	Hourly	* Annual
Meter Officer	\$ 8.08	\$16,806.40
Patrol Officer (Start)	8.68	18,054.40
Patrol Officer (12 months)	9.46	19,676.80
Patrol Officer (24 months)	9.88	20,550.40
Patrol Officer (36 months)	14.23	29,598.40
S.D.O.	14.55	30,264.00

* Annual wage based on 2,080 hours per year.

APPENDIX B

Letter of Understanding

Chief Gerald VanAlst
Bay City Police Department
Bay City, Michigan 48708

Dear Chief VanAlst:

During negotiations, the Lodge requested that widows' and orphans' benefits under the retirement ordinance be changed as follows:

1. Widows' benefits increased from 50 percent to 75 percent.
2. Orphans' benefits increased from 20 percent to 50 percent.
3. That for a period not to exceed four years, orphans would continue to receive retirement benefits while attending an institution of higher education on a full-time basis provided that attendance at the institution of higher education would commence within five months following graduation from high school.

Since neither the City nor the lodge was able to determine the cost of the above proposal, without an actuarial study, the parties agreed that the City would commission an actuarial study to determine the cost of the above proposal. The Lodge would pay for 50 percent of the cost of the study.

The parties further agreed that upon completion of the study and no later than January 1, 1987, they would meet and negotiate the Lodge's proposal.

If this letter encompasses your understanding, kindly execute.

Yours very truly,

BORRELLO, THOMAS &
JENSON, P.C.

By: Leopold P. Borrello

Gerald VanAlst
Chief of Police

ARTICLE 23

Duration

This Agreement shall remain in force and effect from January 1, 1986, until December 31, 1988, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least 90 days' written notice by certified mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or change or amend any of its provisions.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year above written.

WITNESSES:

Lorraine T. Walker
Mildred Barber

CITY OF BAY CITY, MICHIGAN
A Municipal Corporation

By: TIMOTHY G. SULLIVAN, Mayor
By: CONNIE M. DEFORD, Clerk

APPROVED AS TO FORM AND SUBSTANCE:

JOSEPH K. SHEERAN, City Attorney
DAVID D. BARNES, City Manager

FRATERNAL ORDER OF POLICE LODGE #103
LABOR UNIT

By: JOHN P. BUCZEK, President
By: RICHARD F. DION, Secretary-Treasurer
By: PETER G. WHITE
By: JAMES WAGNER
By: LEONARD NORMAN
By: DALE GRACZYK
By: DAVID HARRIS
By: EDWARD KRYSINSKI

September 29, 1983

The following agreement was reached between the Fraternal Order of Police, Patrol Officers Association, Lodge 103 and the City of Bay City.

Members of the bargaining unit will not be marked with a refusal for turning down overtime when they are on vacation during their **regularly** scheduled vacation period. This will include their with leave days when used in conjunction with their regularly scheduled vacation period. This will not apply when an officer uses any earned time outside their regularly scheduled vacation time.

For purposes of clarification regularly scheduled vacation time is that time period that each officer signs for at the beginning of the year on the platoon vacation schedule.

Officers that are on their regularly scheduled long weekend, as determined by the monthly detail, shall not be marked with a refusal to work overtime should they decide to refuse overtime during this four day period.

The above procedures shall be followed at all times, except in cases of emergencies and/or permission has been granted by the Division Captain.

Gene LaPouttre
Gerald VanAlst
John Buczek

skw

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