

722

12/31/92

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF BAY CITY, MICHIGAN
A MICHIGAN MUNICIPAL CORPORATION

AND

LABOR COUNCIL

MICHIGAN FRATERNAL ORDER OF POLICE
BAY CITY COMMAND OFFICERS DIVISION

JANUARY 1, 1990 THROUGH DECEMBER 31, 1992

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Bay City

FOP LABOR COUNCIL - COMMAND OFFICERS
January 1, 1990 - December 31, 1992

TABLE OF CONTENTS

Article 1 - Principles, Policies, Purpose	1
Article 2 - Hours of Employment	4
Article 3 - Salaries and Wages	6
Article 4 - Vacations and Holidays	8
Article 5 - Leaves of Absence	10
Article 6 - Hospital, Surgical, Medical	13
Article 7 - Insurance	14
Article 8 - Uniforms and Equipment	15
Article 9 - Retirement Benefits	15
Article 10 - Seniority	16
Article 11 - General	18
Article 12 - Authority of Manager	21
Article 13 - Severability	21
Article 14 - Grievance and Arbitration	21
Article 15 - Rules and Regulations	23
Article 16 - Waiver	23
Article 17 - Duration	23
Appendix A - False Arrest Coverage	25
Appendix B - Wage Schedule	26
Memorandum of Agreement I	27
Memorandum of Understanding	28

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into December 18, 1989, with all provisions to be effective January 1, 1990, unless otherwise specified, between the City of Bay City, Michigan, A Municipal Corporation, hereinafter called the "City", and Labor Council, Michigan Fraternal Order of Police, Bay City Command Officers Division, hereinafter called the "Council".

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 Council

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 recognized the Council as the exclusive agent for collective bargaining for all supervisory employees including sergeant, temporary sergeant, lieutenant, captain and deputy chief, but excluding the chief of police and all non-supervisory and civilian employees, and will negotiate or bargain only with the authorized representatives, agents, or attorneys of said Council 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 Council, or which would tend to undermine the efforts of the Council 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 Council 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 Council.

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; and 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; 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 employer 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 Council or pay a service fee proportional to the collective bargaining cost of the Council, including the cost of negotiation and administration of the contract, the amount of which fee the Council shall certify to the employer. Provided, however, that any new employee covered by this Agreement shall either become members of the Council or begin the payment of an amount equal to the Council dues after the expiration of the probationary period. This section is in no way intended to alter the basic probationary period of one year used by the department. These provisions shall be a condition of employment and no employee shall be retained by the City unless the employee: (a) either becomes a member of the Council, or (b) pays an amount equal to the Lodge dues, fees and assessments.
- b. The Command Unit and the Labor Council, Michigan Fraternal Order of Police, agree that the position of deputy chief (or assistant chief), should such be established by the City, shall remain outside the jurisdiction of the Command Unit and of the Council.

Section 1:4 - Dues Deduction

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

Said dues for the Council members or an amount equal to the Council 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 Council members and an amount equal to the Council dues for non-members made from the authorized deductions of the employee's pay check to the designated Treasurer of the Council within five (5) work days of the time the deductions are made.

The Council will initially notify the City as to the amount of the dues to be deducted for members and the amount equal to the Council 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 Council 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 Council dues.

Section 1:5 - Council Activities

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

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

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

The Council 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.

Section 1:6 - Bargaining Time

Members of the Council 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 and other working conditions, provided that they have the prior approval of the chief of police or his designated representative.

Collective bargaining by the Council shall be done by a Council Bargaining Committee, with or without the assistance of authorized agents, representatives and/or attorneys. The number of Council members on the Council Bargaining Committee participating in any negotiating session shall not exceed five (5). Members of the Council negotiating committee shall be paid their regular pay for reasonable time lost.

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 Council 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 Council and/or cancellation 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 (5) eight-hour work days for a total of forty (40) 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 judgement of the officer in charge of the platoon, any trading of time works a detriment to the department, he 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 40 hours per calendar week. Pay at the overtime rate shall also be paid for hours over eight (8) hours within any twenty-four (24) hour period, except that overtime shall not be paid for a shift rotation provided off-time if at least eight (8) hours occurs between the shifts or training day.

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

The City will not change a member's "with leave" days or work ours for purposes of avoiding payment of overtime except in C.I.D.

Employees may elect to receive compensatory time off for overtime worked at the rate of time and one-half per hour worked and double time for work on second day off, holiday or vacation. Such time may be carried over from year to year but shall not exceed eighty (80) straight time hours at any time.

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/her designee and/or station command, officers from that shift shall be given preference (exception would be second day off). All other overtime (for example, special events, parades, park detail) shall be with with the lowest number of overtime hours. 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.
3. The supervisor may hold over the low overtime employees without calling members of the affected platoon when there is less than two (2) hours notice.
4. An employee may file a written request with their command officer that they 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 (12) month period withdraw this request, in writing, at which time they will be placed on the overtime list at the highest number of hours within their 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 we 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 deputy chief or chief of police.
9. If, in the event an employee is transferred or hired during the terms of this contract, he/she will be charged with the maximum of overtime hours from date of hire or transfer following their probationary period.
10. The above procedures do not apply in emergencies.
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 that refuse overtime due to not having at least eight (8) hours off prior to reporting for their regular shift shall not have this overtime marked as 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 (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.

Section 2:5 - Overtime Date

All overtime work done in a payroll period will appear on 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 (1 1/2). 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/her position. All officers will turn subpoena fees over to the City.

ARTICLE 3
SALARIES AND WAGES

Section 3:1 - Salaries

Wage differentials shall be as follows:

- 10% spread between Sergeant and Special Duty Officer (SDO)
- 6% spread between Lieutenant and Sergeant
- 4% spread between Captain and Lieutenant

See Appendix B.

Section 3:2 - Cost of Living

Cost of living shall remain as in the current contract; however, 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 or normal working hours and the pay for standby shall be computed on the following basis:

Stand by for emergency - after an officer's regular working day, he/she shall receive two (2) hours of pay for every sixteen (16) hours of stand by.

Stand by on his/her leave day or holidays - an officer shall receive three (3) hours of pay for twenty-four (24) hours of stand by.

If it becomes necessary for an officer to answer a call or request for work while on stand by, the officer shall receive a minimum of one and one-half (1 1/2) hours pay at overtime rates, plus the normal stand by pay shall be paid to him/her.

Section 3:4 - Recall Pay

When an 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 3:5 - Longevity Pay

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

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

Said longevity shall be computed on the basis of the employee's base pay, not to exceed \$15,000.

Section 3:6 - Premium Pay

All employees shall receive twenty cents (\$.20) and twenty-five cents (\$.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 p.m.

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 or double time.

After one (1) year of seniority, employees may be considered for shift preference when an opening occurs upon making written application after having worked in their assigned shift for at least three (3) months.

Section 3:7 - Breathalyzer Operators

Members who are certified breathalyzer operators shall receive an annual three hundred dollar (\$300) payment for the year in which they are certified, to be paid during the month of July each year of this Agreement, subject to the joint Memorandum of Agreement I, dated 11/21/89, and forming a part of this Agreement.

Section 3:8 - Diving Pay

Members of the diving team shall be paid three (3) times their regular hourly rate while diving, except while in training.

Section 3:9 - Acting Sergeant

The classification of acting sergeant is discontinued.

Section 3:10 - 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.

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. Such vacation time shall consist of two (2) five-day vacations for employees with one (1) to five (5) years of continuous service to be effective the beginning of the calendar year immediately following an employee's first anniversary date. Employees with five (5) to ten (10) years continuous service shall, the calendar year immediately following the employee's fifth anniversary date, be entitled to two (2) ten-day vacations.

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

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 chief of police. 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 first by rank, then by length of service in rank. Any 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 chief of police to combine his/her two (2) vacation periods into one (1) vacation. All vacations earned must be used within the 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/her vacation time.

If a regular payday falls during an employee's vacation on a one (1) week vacation or longer, he/she will receive that check in advance before going on vacation, provided, however, that the employee makes written request to the city manager two (2) weeks before leaving if he/she desires to receive said check in advance.

Section 4:2 - Longevity Vacation

After an employee has completed ten (10) full years of regular city employment, beginning on his anniversary date, he/she shall be entitled to one (1) additional day of vacation and an additional day for each additional year of employment in excess of ten (10) years, not to exceed five (5) days.

Section 4:3 - Pay for Lost Vacation Time

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 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 vacation time lost. If he 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.

Section 4:4 - Vacation Usage

All vacation days are to be used in units of not less than four (4) hours.

Section 4:5 - Personal Holidays

All members of the Bay City Police Department shall be entitled to three (3) Personal Holidays per year, to be taken at the convenience of the 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 police chief 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. Each employee shall be entitled to carry over two (2) days, of their choice, plus Christmas if the employee is required to work on that day, from year to year.

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 general paid holidays for employees and they are considered legal holidays:

New Year's Day	Fourth of July	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day
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 day of the holiday through 6 a.m. the following day shall be used.

An employee who works on any of the holidays designated herein will receive straight time for all hours worked plus straight time or comp-time (for all hours worked) which fall within his/her regularly scheduled hours of work for that day.

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

When a holiday falls on a day where it is an employee's regular day off, the employee shall be entitled to an additional day of holiday to be taken as a personal holiday, subject to convenience of the chief or his/her designee and such holidays must be used within the year earned as they are not cumulative. An employee on formal unpaid leave of absence, lay-off (removed from payroll) shall not receive holiday pay as provided for in this contract.

ARTICLE 5
LEAVES OF ABSENCE

Section 5:1 - Service Incurred Injury

- a. Method of Compensation - from the first day of disability, 80% of 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 doctor reports would be made periodically to the city manager and that each case would be decided on its individual merits.
- b. For the first six months a member is disabled under Workmen's Compensation the member shall continue to receive all fringe benefits except vacation leave credit.
- c. If an employee is disabled under Workmen's Compensation more than six (6) months, the City will continue to pay health and life insurance premiums.
- d. Any officer who is shot or stabbed while in the performance of his/her duty shall receive 100% of his pay for the first thirty (30) calendar days following such injury.

Section 5:2 - General Provisions, Accounting for Compensation

Where an employee is granted leave with pay on condition that he/she shall account for compensation received during said leave, it shall mean that he/she is entitled to receive payment from the City of only the difference between such compensation and his/her 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 5:3 - Sick Leave

- a. An employee shall be entitled to one (1) day of paid sick leave per month of service, beginning on his initial day of employment with unlimited accumulation. A bonus of one (1) day 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 two hundred (200) days of his 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 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. Five (5) 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).
- g. Where an employee chronically abuses his/her sick leave and thus interferes with the operation of the department, he/she 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.

Section 5:4 - Sick List System

- a. Only those police 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 5:5 - 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 of up to thirty (30) days for reasons of sickness beyond sick time or sick leave system, illness in family, family marital problems, and education, after exhausting vacation.

Section 5:6 - 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 (2) weeks military leave per year at full pay and with all fringe benefits; provided, that the employee shall account for and repay all payments received for such service as the provisions for accounting for compensation. Such time off with pay will be limited to one (1) 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 therefore.

- c. Funeral Leave - members shall be allowed leave with pay, not to exceed three (3) 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/her immediate family. A member of the immediate family shall be defined as current spouse, child, mother, father, sister, brother, including mother and father of current spouse, and foster parents or legal guardian. A permanent member of the employee's family is to be considered the same as an immediate family member. Where the death is of a brother or sister-in-law, grandparent or grandchild of the member, said member shall be allowed one (1) funeral leave day, with pay, from date of notification through the day of burial only.

If death of such family members occurs more than three hundred (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 of a recognized veteran's 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, up to two (2) members of the Council for five (5) days when elected or selected to attend a bi-annual conference of the National Council and to five (5) employees for three (3) days when selected or elected to attend the annual conference of the State Council, 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 (5) members is the total combined for the Patrol Officers Association and the Command Officers Association.

ARTICLE 6
HOSPITAL, SURGICAL, MEDICAL

Section 6:1 - Health Insurance/HMO Co-pay

The City will provide all bargaining unit employees with the health insurance now in effect, or comparable coverage, including a predetermination program and second opinion surgery. Elective abortion is not included in this plan.

Commencing 1/1/90, the City will allow each member of the bargaining unit the option to participate in the above plan or an HMO or PPO if such are offered by the City. If, however, the premium costs of HMO exceeds the developed premium for the City plan, based on the same level of benefits for the HMO as provided September 1, 1988, the City will pay the additional employee co-pay increase in excess of the co-pays established effective October 1, 1988, as follows:

Single Contract	\$15.44/month
Double Contract	\$35.17/month
Family Contract	\$40.14/month

If, however, the level of benefits provided under the HMO is unilaterally increased by the coverage provider and no other provider is available with comparable benefit levels, the employee co-pays (as listed above) shall be adjusted to provide for the increased costs of the additional benefits.

Indexing will commence the third year of this Agreement with regard to the employee co-pay of a HMO or PPO. Indexing applies to increases in HMO or PPO premiums above the previous year's costs where there is no increase in benefit levels. In this situation, the employee co-pay will be increased by the same percent that the total premium increased over the previous year's premium.

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 (6) months for persons not on the payroll but on sick leave without pay, and for a period of six (6) months from day of lay off for involuntary termination 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 above exceptions) throughout the term of this Agreement.

Section 6:2 - Health Insurance for Retirees

Retiring Command unit employees and their spouses receive City health insurance coverage, but not the health maintenance organization option.

Section 6:3 - Health Insurance Waiver

Any employee who is eligible for health insurance coverage and elects not to receive this benefit may, upon presentation of proof of alternate coverage under a health insurance plan of another employer and a signed waiver of coverage under the City plan, elect to receive as an alternate benefit on a calendar year basis a three hundred thirty-five dollar (\$335) payment into the ICMA Deferred Compensation Plan for each annual waiver. Such payment shall be made annually at the end of the calendar year and, if necessary, will be made on a prorated basis. Each waiver must be received in November of each year and shall cover the following calendar year.

An employee who waives his right to health insurance coverage shall have the opportunity to resume coverage during the calendar year if the alternate coverage is no longer available to the employee, or upon retirement. In such a case, the employee's deferred compensation payments will be prorated to cover the period in which he/she did not have City health insurance coverage. City coverage will be reinstated effective the first of the month following written notice to the City of the employee's desire to re-enroll.

Any employee with health care coverage available for himself/herself and/or his/her spouse and family from another employer are encouraged to accept such alternate coverage for the purposes of coordination of benefits between plans provided there is no additional cost or reduction in benefits to the employee or spouse.

ARTICLE 7 INSURANCE

Section 7:1 - Life Insurance

The City shall provide each member of the bargaining unit with twenty-five thousand dollars (\$25,000) of face value life insurance with the City paying full premiums.

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

Section 7:2 - 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/her duties. Attached hereto for illustrative purposes is Appendix "A" which reflect 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 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 uniforms, while assigned to such duties, to be paid the first pay period of July of each year.

Section 8:2 - Cleaning Allowance

Effective January 1, 1990, a cleaning allowance at the rate of \$35 per month, to be paid on the first payday of each month.

ARTICLE 9
RETIREMENT BENEFITS

Section 9:1 - 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 (3) years of last ten (10) excluding accumulated sick leave payment as part of salary.

It is understood that upon the 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 (10) years of service.

Effective January 1, 1990, an eligible employee's straight life pension shall equal 2 1/2% of his/her final average compensation multiplied by the number of years of credited service and fractions thereof not to exceed 70% of maximum pension base. Employee contribution shall be 8%.

Employee may retire after 28 years of service regardless of age, at full pension. The standard of 25 years of service with age 55 or 10 years of service with age 60 will continue.

Effective January 1, 1987, a member who retires may, at the time of retirement, elect to be paid a refund of all of his/her accumulated contributions standing to the member's credit as defined by the Charter of the City of Bay City, Article XXVIII. Upon election of this refund provision, any pension otherwise payable shall be reduced by an amount which is actuarial equivalent to the refunded amount.

The actuarial equivalent amount shall be determined by the actuaries of the Policemen and Firemen Retirement System.

Section 9:2 - Military Time

The City shall grant additional service credit up to three (3) 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 six percent (6%) of his/her current rate of pay in effect at the time of his/her election, for each year of service, plus simple interest at the rate of one percent (1%) per year for each year from the period of military service claimed to the date of election and payment. The payment shall be in cash and paid within thirty (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.

Section 9:3 - Pension Continuation for Deceased Retiree's Spouse

Upon the death of a retiree, the surviving spouse shall receive a pension equal to one-half (1/2) of the retiree's pension (regardless if the spouse remarries). Upon the said spouse's death, the spouse's pension shall terminate. "Surviving spouse" shall mean and be limited to the person to whom the member was married at the time the member last terminated their employment with the City.

Upon the spouse's remarriage, said spouse of a former employee, if at all possible, shall be covered by their new spouse's health insurance and once eligible for such coverage shall not be covered by the City's health insurance. Should health insurance benefits cease to be available to said spouse of a former employee, said spouse only shall once again be eligible for coverage by the City's health insurance as provided to retirees of the Policemen and Firemen Retirement System.

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 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 Council 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 Council president the same list at the

Council'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, employee will be laid off according to bargaining unit seniority with the least senior employee being laid off first.
 2. Probationary employee will be laid off first.
 3. 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.
 4. Employees who are promoted to a command officer classification shall retain the seniority said employee had at the date he/she leaves this bargaining unit.
 5. Employees who are promoted to a command officer classification and are subsequently reduced in rank may bump back into the patrol classification. When bumping into the patrol officer classification, the "bumping employee" shall have the seniority as determined in Section 4 of this Article, and shall displace the least senior employee in the patrol officer classification, having less seniority as a patrol officer than the "bumping employee".
 6. 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 one (1) year, whichever occurs first.
 7. Laid off employees shall be notified, in writing, by the employee at least fifteen (15) days in advance of the effective date of lay off.
 8. 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 five years, whichever occurs first.
- d. Bargaining Unit Seniority. Bargaining unit seniority shall be determined first by rank and then by length of service in rank.

ARTICLE 11
GENERAL

Section 11:1 - Citation Board

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

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

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

One (1) with leave day, with pay, is granted for each citation given under #2 and #3.

Section 11:2 - Personnel File

Any employee covered by the Agreement may view the contents of his/her personnel file at any reasonable time upon request.

Section 11:3 - Personnel Review Board

A Personnel Review Board, consisting of the city manager or his/her delegate, chief of police or his/her delegate, and three (3) members of the F.O.P. bargaining unit shall be formed once each year during the month of January if requested by the F.O.P.

On written request of an officer to the chief, the Personnel Review Board shall review all matters involving complaints or infraction of rules in the officer's file, where it was determined that charges would not be preferred, nor a penalty assessed, but a written record of such complaint or infraction was made part of the officer's personnel file.

If such request for record review is made by one (1) 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 (3) years old, it may, by majority vote, purge any such record from the officer's personnel file and order it destroyed.

Section 11:4 - Continuing Education

Upon recommendation of the department head, an employee may attend a course of instruction, on his/her 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/her employment classification.

- c. That a transcript of his/her grades for said course of study be submitted to his/her 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 for the tuition would then be repaid to the City on an installment plan basis agreeable to both parties.

Section 11:5 - Firearms Training

The department shall have at least four (4) firearms training sessions in each calendar year. One (1) of these sessions is to be a semblance of night-time firing.

Section 11:6 - Authorized Side Arms

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

Section 11:7 - Permission for Off-duty Work

When an employee wishes employment outside of his/her City position, he/she shall request permission, in writing, from the chief of police.

If the chief determines that such employment is improper, he/she may refuse.

Section 11:8 - 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 11:9 - 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 11:10 - 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 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 reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

Section 11:11 - Residency

- a. All 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 or entry into the bargaining unit and remain residents as long as they are in the employment of the City.
- b. The residency requirement set forth in paragraph (a) above is not applicable or enforceable in anyway to any bargaining unit employee hired prior to September 14, 1982.
- c. All employees in the bargaining unit hired prior to September 14, 1982, shall maintain their domicile within the County of Bay as long as they are in the employment of the City, except as provided below.
- d. All employees who enter the bargaining unit after January 1, 1987, and who were hired prior to September 14, 1982, shall upon any change in their domicile establish and maintain their domicile within the City of Bay City.
- e. As used in this section, domicile shall be defined as the established, fixed, permanent, ordinary dwelling place, and place of residence of such employees.
- f. Any employee who, thirty (30) days after having received written notice from the city manager, has failed to comply with the terms of this section shall forfeit his/her employment with the City and shall be considered to have voluntarily quit his/her employment.

Section 11:12 - Physicals

Employees will be required to take physical examinations 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 condition or impairment, will be assigned 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 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 11:13 - Drug Testing

If directed by the chief of police, 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 an officers job performance has been impaired or when an allegation of possession or sale of drugs has been made. In addition, 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.

ARTICLE 12 AUTHORITY OF MANAGER

Authority is hereby given to the city manager and/or the personnel director to negotiate with the Council 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 - 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 - A grievance is defined as an alleged violation of an article or section of this Agreement.

Section 14:3 - Step 1. An employee, through the Council, or the Council 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 with the prescribed time limit, it will be deemed to be settled in the Council or employee's favor.

Section 14:4 - 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 fourteen (14) calendar days following the reply of the supervisor or the grievance shall be considered dropped.

A meeting between the police chief, the employee, and the command officer's president shall be arranged within fourteen (14) calendar days of receipt of a grievance by the chief. The chief 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 chief within the prescribed time limit, it will be deemed to be settled in the Council or employee's favor.

Section 14:5 - Step 3. If the grievance is not resolved by the chief's answer, the Council may appeal in writing to the city manager within fourteen (14) calendar days or the grievance shall be considered dropped. The city manager and/or the personnel director shall meet with the command officer's president within fourteen (14) calendar days of the appeal unless mutually extended. The answer of the city manager and/or personnel director must be filed within fourteen (14) calendar days.

Section 14:6 - Step 4. 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 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 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/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 Council, a rule, regulation or amendment is unreasonable, the Council 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 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 Council, 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
DURATION

This Agreement shall remain in force and effect from January 1, 1990, until December 31, 1992, 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.

WITNESSED:

Mildred Barber

Mildred Barber

Catherine Barber

Catherine Barber

CITY OF BAY CITY, MICHIGAN
A MUNICIPAL CORPORATION:

Mary L. Donnelly

Mary L. Donnelly, Mayor

Connie M. Deford

Connie Deford, City Clerk

WITNESSED:

Sara J. Lodewyk

Sara J. Lodewyk

Janet E. Schafer

Janet E. Schafer

LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE
BAY CITY COMMAND OFFICERS:

James Quinn

James Quinn, FOP Representative

Edward LaPlant

Edward LaPlant, President

Andrew Gwizdala

Andrew Gwizdala, Vice President

Randy Sierras

Randy Sierras, Secretary

Rickey Benson

Rickey Benson, Bargaining Unit

APPROVED AS TO SUBSTANCE:

David D. Barnes

David D. Barnes, City Manager

Bruce M. Wagner

Bruce M. Wagner, Personnel Dir.

Gerald VanAlst

Gerald VanAlst, Police Chief

APPENDIX A

FALSE ARREST COVERAGE

For the purposes of coverage under the provisions of Section 7:2 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 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.

APPENDIX B

FOP COMMAND OFFICERS
WAGE SCHEDULE

Effective 1/90

Sergeant	\$16.49	(10% spread SDO)
Lieutenant	\$17.48	(6% spread Sgt)
** Captain	\$18.18	(4% spread Lt.)

Effective 1/91

Sergeant	\$16.98	(10% spread SDO)
Lieutenant	\$18.00	(6% spread Sgt)
** Captain	\$18.72	(4% spread Lt.)

Effective 1/92

Sergeant	\$16.98	(10% spread SDO)
Lieutenant	\$18.00	(6% spread Sgt)
** Captain	\$18.72	(4% spread Lt.)

(Assuming no increase/decrease in Patrol wages)

** See Memorandum of Agreement I dated 11/21/89 and forming a part of this Agreement.

CITY OF BAY CITY and FOP LABOR COUNCIL, COMMAND UNIT

MEMORANDUM OF AGREEMENT I
November 21, 1989

CAPTAIN'S RANK PAY DIFFERENTIAL

In order to facilitate the Tentative Agreement, it is agreed that Captain Timothy Lochinski shall retain his present Captain's rate differential of 6% above Lieutenant rank for the period he remains as a Captain in the bargaining unit.

During this period, the breathalyzer certification pay shall remain at \$250 per year for certified officers.

Upon Captain Lochinski's leaving the bargaining unit for any reason, the pay differential of Captain shall become 4% above Lieutenant rank. In addition, the breathalyzer certification pay shall become \$300 per year payable in July of the next certification pay of this Agreement.

FOR THE CITY OF BAY CITY

FOR FOP LABOR COUNCIL - COMMAND:

Bruce M. Wagner 11-22-89
Bruce M. Wagner Date
Personnel Director

James Quinn 11/20/89
James Quinn Date
FOP Representative

Gerald VanAlst 12-04-89
Gerald VanAlst Date
Police Chief

Edward LaPlant 1-3-90
Edward LaPlant Date
President

CITY OF BAY CITY and FOP LABOR COUNCIL, COMMAND UNIT

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

Bruce M. Wagner 11-22-89
Bruce M. Wagner Date
Personnel Director

Gerald VanAlst 12-4-89
Gerald VanAlst Date
Police Chief

FOR FOP LABOR COUNCIL - COMMAND

James Quinn 11/25/89
James Quinn Date
FOP Representative

Edward LaPlant 1-3-90
Edward LaPlant Date
President