



Agreement Between
CITY OF GAYLORD
and
**POLICE OFFICERS LABOR
COUNCIL**

JULY 1, 2019
through
JUNE 30, 2022

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PREAMBLE.

THIS AGREEMENT made and entered into this 8th day of April, 2019, by and between the **CITY OF GAYLORD, MICHIGAN**, located at Gaylord, Michigan, party of the first part, and hereinafter termed the Employer and the **POLICE OFFICERS LABOR COUNCIL**, hereinafter called the Union.

PURPOSE.

The purpose of this Agreement is to promote peaceful labor relations between the Employer and its employees; to facilitate prompt and peaceful adjustment of grievances between the parties; to provide for uniform wages and working conditions for all employees and to insure that the people of the City of Gaylord are provided with competent, courteous and efficient police services. Now, therefore, in consideration of the above, the parties specifically agree to the following contract provisions.

SECTION 1.0: Recognition.

In accordance with the laws of the State of Michigan, the City of Gaylord hereby recognizes the POLICE OFFICERS LABOR COUNCIL, as the exclusive representative, for purposes of collective bargaining relative to wages, hours and other terms and conditions of employment, of all full-time and regular part-time employees of the City of Gaylord Police Department holding the classifications of Patrol Officer or Sergeant.

Part-time police officers shall receive the wage rates provided by this Agreement and they shall receive prorated benefits, based on their average scheduled work time, of sick leave, vacations, holidays, uniform allowance, the premiums for insurance benefits, and pension benefits.

SECTION 2.0: Union Security.

- A. Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.
- B. The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City and the Union.
- C. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the Director of Labor Services or his agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, Police Officers Labor Council, 667 E. Big Beaver, Suite 205, Troy, MI 48083-1413.
- D. The Union agrees to save and hold harmless the City from damages or other financial loss that the City may be required to pay or suffer as a consequence of enforcing the above provision.

PROBATIONARY PERIOD, UNIT WORK, TRAINING

SECTION 3.0: Probationary Period.

A new employee shall work under the provisions of this Agreement but shall be employed on a twelve (12) month trial basis, during which period he or she may be discharged without recourse to the contractual grievance procedure; provided, however, that the Employer may not discharge or discipline

for the purpose of evading this Agreement or discrimination against Union members. After eighteen (18) months of employment or 2,184 hours of actual work, whichever first occurs, the employee shall be placed on the regular seniority list as of date of hire. In case of discipline, the Employer shall notify the Local Union in writing. Time lost by the employee shall be discounted from the aforesaid probationary period except that absence from the job due to Employer sponsored schooling or training or for personal leave of absence inclusive of illness in any form for up to twenty (20) days shall not constitute time lost.

SECTION 3.1: Union Work.

The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require their employees other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said units, except as permitted in Section 5.0 of the Contract.

SECTION 3.2: Training.

The Employer recognizes the skills required of the Police Officer. The Employer further recognizes that in the event it becomes necessary by law or at the Employer's discretion to improve and upgrade methods, procedures and/or equipment of the personnel in the Department, the City agrees to provide all schooling, training or other methods of upgrading the personnel while on City time and during their regular shift without loss of pay. (This includes training with all firearms.)

SECTION 4.0: Wages.

A. The following hourly wage schedule shall apply to Patrol Officers:

**Amendment made to After 2 Years rates on August 30, 2019*

	Start	After 1 Year	After 2 Years	After 3 Years
Effective July 1, 2019	\$21.15	\$22.89	\$24.21	\$27.92
Effective July 1, 2020	\$21.78	\$23.58	\$24.93	\$28.76
Effective July 1, 2021	\$22.43	\$24.29	\$25.68	\$29.62

- B. The City may hire new employees at rates above the "Start" rate based upon their experience and qualifications.
- C. Detective Sergeant's and Sergeant's rate of pay shall be 12% above the three (3) year Patrol Officer's hourly wage.

SECTION 5.0: Subcontracting.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer solely agrees that no work or services hereafter, but not previously, assigned to any classification or division of the bargaining unit or other City employee, will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other person or non-unit employees if it would cause a layoff to any of its present employees in the bargaining unit at the date of this contract. Thus, excluded from the above are all the functions previously performed by non-unit employees, as well as at times unit employees. In sum, the parties' intent is to maintain the status quo and accordingly, these functions can continue to be performed by such non-unit employees as in the past.

SECTION 6.0: Extra Contract Agreements.

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 7.0: Seniority.

Seniority shall be defined for the purpose of the Agreement to mean the length of any employee's continuous service with the Department from his or her last permanent hiring date.

SECTION 7.1: Seniority.

Classification seniority shall prevail in the layoff and recall of employees. An employee so laid off shall have the right to bump into a lower contractual classification based upon seniority and the ability to perform the work of the new classification without necessity of training. Said employee shall assume the wage rate of the applicable wage grade within the lower classification. The effected employee shall have the right to accept layoff in lieu of bumping rights.

SECTION 7.2: Seniority.

Notwithstanding the provisions of Sections 7.0 and 7.1 above, part-time employees will be first laid off, followed by probationary employees in any work force reduction.

SECTION 7.3: Seniority.

The employer shall post a list of the employees arranged in order of their classification and overall seniority. This list shall be posted in a conspicuous position at the place of employment.

SECTION 7.4: Seniority.

Seniority shall be broken and the employee terminated by:

- A. Discharge that is not reversed through the grievance procedure herein contained.
- B. Voluntary quit.
- C. Layoff for a period of one (1) year or length of seniority whichever is the lesser.
- D. Failure to timely return from leave of absence or vacation absent proper excuse.
- E. Retirement.
- F. Absence for three (3) or more consecutive scheduled workdays without notification to the Employer.

SECTION 7.5: Seniority.

In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of layoff and/or recall to work, mailed to his or her last known address by certified mail. In the event the employee fails to make himself or herself available for work at the end of said two (2) weeks, he or she shall lose all seniority rights under this Agreement and will be deemed terminated, unless extenuating circumstances acceptable to the Employer are presented prior to the end of the two (2) week period.

It shall be the responsibility of each employee to notify the Department of any change of address or telephone number. The employee's address as it appears on the Department's records shall be conclusive when used in connection with the layoff, recall or other notices to employees.

SECTION 7.6: Seniority.

The Steward shall be granted super-seniority for purpose of layoff and rehire, provided he has the ability and qualifications to perform the available work. Upon recall, the sergeant will return or be restored to his/her pre-layoff rank.

SECTION 7.7: Seniority.

An employee in a classification subject to the jurisdiction of the Union, who has been in the past or will in the future be promoted to a position outside the bargaining unit, and is thereafter transferred or demoted to a classification subject to the jurisdiction of the Union, shall not accumulate seniority while working in the non-bargaining unit position, beyond twelve (12) months from date of promotion. The employee who is transferred or demoted shall commence work in a job generally similar to the one he or she held at the time of his or her promotion and he or she shall maintain the seniority rank he or she had

at the time of his or her promotion. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

SECTION 7.8: Seniority.

Recall from layoff shall be in inverse order of layoff.

DISCHARGE OR SUSPENSION

SECTION 8.0: Progressive Discipline.

The Employer and the Union agree that the primary purpose of discipline should be corrective rather than punitive in nature. The parties further agree that discipline should be progressive. Accordingly, the parties agree that before an employee is suspended or discharged, he or she shall have received one (1) written reprimand prior to suspension; and two (2) written reprimands prior to termination; provided, however, that no such reprimands need be issued prior to suspension or discharge for the following offenses:

- A. Alcohol, drug or other substance abuse.
- B. Dishonesty.
- C. Conviction for any felony or any other crime involving moral turpitude.
- D. Any offense in violation of reasonable work rules established by the Employer which provide for discharge.
- E. Where provided elsewhere in this Contract.

SECTION 8.1: Prior Record.

Written reprimands that are more than one (1) year old shall not be used as a basis for suspension or discharge, dating from the date that the reprimand was issued. Provided, however, that such one (1) year time limitation will not be applicable in the case of alcohol, drug or other substance abuse.

SECTION 8.2: Discipline Review.

Any employee shall have the right to review his or her discipline with the Chief of Police with or without union representation as the employee chooses. Such review must be requested in writing within five (5) working days after the discipline is issued. If the employee is not satisfied with the answer of the Chief, he or she may, within five (5) working days after the review with the Chief, commence a grievance at Step 2 of the grievance procedure in Section 9.1 of this Agreement.

SECTION 9.0: Grievance Procedure.

It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance is defined as any dispute arising out of the interpretation or application of the specific terms and conditions of this Agreement.

SECTION 9.1: Steps.

- STEP 1: By conference between the aggrieved employee, the Steward, or both, and the Chief of Police. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union within five (5) working days of the alleged grievance, and deliver same to the Chief of Police who will file a written response within seven (7) working days.
- STEP 2: Unless the grievance is settled in Step 1, a conference between a Union representative, the Steward, the aggrieved and the City Manager will be held within ten (10) working days after receipt of the Employer's written response. The City Manager has the right to have up to two (2)

City Officials or other representatives present at such conference. The City Manager will file a written response within seven (7) working days.

- STEP 3: If the grievance has not been settled in Step 2, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service or American Arbitration Association in accordance with its Voluntary Rules and Regulations within the time specified above and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expenses of its own witnesses.

All time limits contained in this Grievance Procedure shall be strictly adhered to unless waived or extended by written mutual consent.

SECTION 9.2: Time Limits.

All time limits contained in this section may be extended by mutual agreement of the Employer and the Union.

SECTION 9.3: Grievance Procedure.

Any grievance settlement reached between the Department and the Union shall be reduced to writing and is binding on grievants affected and cannot be changed by any individual.

SECTION 9.4: Claims.

Claims for back wages shall be limited to amount of wages the employee would otherwise have earned, less any unemployment or other compensation that he or she may have accrued from any source during the period of back pay.

SECTION 9.5: Grievance Procedure.

If an employee or the Union at any time pursues any claim or complaint involved under the grievance procedure in any other legal or administrative forum, then said employee or Union must elect, prior to the arbitration step, in which forum the matter will then proceed. Once that election is made, the matter will be withdrawn from all other forums and the elected forum will then be the sole method of procedure.

SECTION 10.0: Stewards.

The Employer recognizes the right of the Local Union membership to elect one Steward and one alternate from the Employer's seniority list. The authority of the Steward and the alternate so elected by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances with the Employer or the designated City representative in accordance with the provisions of the collective bargaining agreement during working hours without loss of pay.
- B. The transmission of such messages and information, which shall originate with or are authorized by the Local Union or its officers, provided such message and information:
 - 1. Have been reduced to writing; or,
 - 2. If not reduced to writing, are of a routine nature and do not involve any interference with the Employer's business.

SECTION 10.1: Stewards.

The Steward and alternate have no authority to take strike action, or any other action interrupting the

Employer's business. The Employer shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Agreement. The Steward shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his or her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the Steward and the Employer Representative. Permission shall be granted by the Employer.

SECTION 11.0: Leaves Of Absence.

Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. Such leaves of absence shall be without pay.

- A. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, provided the Employer has granted an extension prior to the end of such original leave.
- B. Permission for extension must be secured from both the Local Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and discharge for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, except as per Section 11.4 of this Article.
- C. The employee must present to the Employer in writing the specific reason for the requested leave. An employee who has misrepresented the reason for the requested leave shall be automatically terminated.
- D. Maternity leaves shall be granted in accordance with applicable state and federal statutes.

SECTION 11.1: Union Business Leave.

The Employer agrees to grant time off not to exceed three (3) days in any one calendar year, without loss of seniority rights and with pay to any employee designated by the Union to attend a Labor Convention, or serve in any capacity on other official Union business, provided one (1) week written notice is given to the Employer by the Union, specifying the reason for and length of time off for Union activities. Due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off.

SECTION 11.2: Leaves Of Absence.

Salary and benefits are not payable to an employee while the employee is on a leave of absence that is not due to a work-related injury, with the exception of City-paid health insurance that is continued for eligible employees for a period not to exceed six months of a leave of absence. Although employees do not accrue benefits while on leave, those benefits accrued up to the time the employee started the leave will be retained.

If the leave of absence is for a work-related disability, the City shall pay health insurance premiums for the first twelve (12) consecutive months of the leave. Although employees do not accrue benefits while on leave for a work-related disability, those benefits accrued up to the time the employee started the leave will be retained.

SECTION 11.3: Layoff and Insurance.

The Employer shall provide hospitalization insurance to eligible full-time employees on layoff for a period of three (3) months from day of layoff or length of seniority, whichever is lesser.

SECTION 11.4: Leaves Of Absence and Seniority.

The seniority of an employee shall be terminated in the event said employee is off the job due to illness or injury not incurred in the line of duty for a period of two (2) years or the length of seniority whichever is less. An employee off due to illness or injury incurred in the line of duty shall continue to accrue

seniority for a period of two (2) years from date of being off due to the disability and then seniority will be frozen at that point.

SECTION 11.5: Leaves Of Absence and Insurance.

An employee may choose to continue health insurance coverage during an approved leave of absence by reimbursing to the City the full cost of such insurance during said leave of absence.

SECTION 12.0: Limitation Of Authority.

No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage, or cessation of employment prohibited under Act 379, P.A. 1965.

SECTION 12.1: Willfully Violating Or Disregarding Arbitration.

Any individual employee or group of employees who willfully violates or disregards the arbitration and grievance procedure set forth in Sections 9.0 through 9.5 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

SECTION 13.0: Maintenance Of Standards.

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours or work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement unless such conditions of employment are covered elsewhere by this Agreement.

GENERAL

SECTION 14.0: Union Visitation Rights.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the employer concerning matters covered by this Agreement as long as same does not disturb the work process.

SECTION 14.1: Time Sheets.

The Union shall have the right to examine time sheets and other relevant records pertaining to the computation of compensation of any employee pertaining to a specific grievance, at reasonable times with employee consent.

SECTION 14.2: Pay Days.

The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his or her earnings, hours, overtime, and all deductions made for any purpose.

SECTION 14.3: Bonding.

All employees required to be bonded shall be bonded and the cost of said bond shall be borne by the Employer.

SECTION 14.4: Uniforms.

The Employer will provide uniforms in accordance with Appendix B.

SECTION 14.5: Lockers.

The Employer will provide washrooms and lockers for the changing and storing of clothing and equipment. Lockers of individual officers will not be opened for inspection except with permission of and in the presence of the employee or his or her designated representative or steward, or by court order.

SECTION 14.6: Liability Programs.

Members of this bargaining unit shall be covered and indemnified by the City.

SECTION 14.7: Mileage.

When an employee is required by the Employer to provide his or her own transportation to and from training or assignment other than normal duty, he or she shall receive a mileage allowance equal to that paid to other City officials.

SECTION 14.8: Off-Duty Training.

For any schooling, all department meetings or in-service training assigned by the Employer occurring on a leave day or off-duty time, the employee will be paid time and one-half (1½). This does not preclude adjustments in leave days to provide for attendance on regular straight time if mutually agreed to by the Employer and employee.

SECTION 14.9: Out Of Classification Work.

When an employee is assigned work in a lower classification during the workday, he or she shall not suffer a reduction in pay.

SECTION 14.10: Reduction In Classification.

An employee who is demoted or who permanently transfers or exercises bumping rights in layoff situations shall immediately assume the wage rate and grade of the position assumed.

SECTION 14.11: Raise In Classification.

Whenever any employee has been assigned to work in a higher classification other than his/her regular classification for a period of thirty (30) consecutive calendar days or more, such employee shall be eligible for out of classification pay for work performed in the higher classification.

SECTION 14.12: Loss or Damage To Property.

Employees are responsible for the proper care and maintenance of all City property entrusted to their care and may be charged for loss or damage when the employee is grossly negligent. The City will reimburse employees for personal property damaged or lost in the performance of duty if such personal property (such as eyeglasses or watches) is necessary for the performance of duty. Such reimbursement is limited to the actual replacement costs for all items and shall not be paid if the damage or loss is due to the gross negligence of the employee.

SECTION 14.13: Clothing Allowance.

The Employer agrees to pay the sum of \$850.00 for the cleaning of uniforms. In addition, a \$200.00 shoe allowance will be paid. Uniform cleaning and boot allowances will be distributed as follows:

- A. \$600 on the third Thursday of July; and
- B. \$450 on the first Thursday of December.

The Employer agrees to pay the Detective Sergeant an additional \$500 clothing allowance. This allowance will be paid on the first Thursday of December.

The appropriate allowance will be payable as noted above for each respective contract year. However, new employees will receive a prorated amount calculated from date of hire to date of conclusion of the particular contract year in effect. Any employee leaving employment must rebate a prorated amount to the Employer calculated from date of leaving to the end of the particular contract year in effect.

SECTION 14.14: Equipment.

The Employer will furnish and maintain all necessary equipment to Police Officers for the performance of their duties or any equipment that is required by the Employer.

EQUIPMENT, ACCIDENTS AND REPORTS

SECTION 15.0: Occupational Health and Safety.

The Employer shall first consider the personal health and safety of the employees in establishing operational procedures. This provision shall not be construed to curtail or alter present duties and assignments.

SECTION 15.1: Equipment Safety.

When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest and if ordered by the supervisor to perform the work involved, the employee shall have the right to perform the work under protest and shall refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work with any vehicle that has already been written up as unsafe, before it is checked and released by a certified independent mechanic.

SECTION 15.2: Payment For Injury Time.

An employee, who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority, will be paid for the whole shift on which the injury occurred.

SECTION 15.3: Vehicle Safety.

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. In addition, all cars used on patrol shall be equipped with safety shields which separate the front and rear compartments of the vehicle.

SECTION 15.4: Accident Reports.

Any employee involved in any accident on duty shall immediately report said accident and physical injury or property damage sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall be grounds for disciplinary action by the Employer.

SECTION 15.5: Defective Equipment Reports.

It is the duty of the employee and he or she shall immediately, or at the end of his or her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe.

SECTION 16.0: Separability and Savings Clause.

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

SECTION 17.0: Management Rights.

The Employer shall remain vested with all management functions including, but not limited to, the direction of the staff, the full and exclusive right to hire, promote, demote, discharge and discipline employees; to promulgate reasonable rules and regulations governing the conduct of employees and to

require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficiency of operations; to determine the hours of work, including starting and quitting time, length of work week; and to accomplish the reduction of the work force for financial purposes; to control, direct and supervise all equipment subject to the terms of this Agreement.

COURT AND FUNERAL LEAVE

SECTION 18.0: Accidents.

Any employee who is subpoenaed as a result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay for such court attendance during regular duty time.

SECTION 18.1: Bereavement Leave.

Fulltime employees will receive bereavement pay for hours lost up to a total of twenty-four (24) hours in the case of a death in the employee's immediate family provided that the funeral is actually attended. "Immediate family" is defined as follows: 1) mother, father; 2) mother-in-law, father-in-law; 3) stepparent; 4) brother, sister; 5) stepbrother, stepsister; 6) brother-in-law, sister-in-law; 7) wife, husband; 8) son, daughter; 9) stepchild; 10) grandparents, great-grandparents; 11) spouse's grandparents, great-grandparents; 12) grandchild; 13) a dependent, including foster child, in the employee's household.

WORKERS' COMPENSATION

SECTION 19.0: Workers' Compensation.

The Employer shall provide Workers' Compensation protection for all employees. In addition thereto, for loss of time due to an injury incurred in the line of duty, an employee shall receive an amount of money sufficient to make up the difference between Worker's Compensation payments and the injured employee's regular base pay for a period of up to three (3) calendar months from the insurance carrier's listed date of injury. The date of injury shall be that as determined by the insurance carrier.

When sick leave credits are exhausted, the employee will remain on Workers' Compensation until the same is no longer payable according to law. Employees, if requested, will be required to and will submit a report from a doctor following a prolonged illness or injury indicating that he or she is physically able to do work available before his or her return to active work as per the arrangements in Section 25.6.

SECTION 19.1: Light Duty Assignments.

The Employer will endeavor, but is not bound, to provide light duty assignments for employees who incur job related injuries/illnesses while on duty and who are cleared to work such light duty jobs by their physicians. Such assignments will last so long as there is work that the Employer can assign and so long as the employee is able to perform the work. This shall not bind the Employer to assign light duty and each assignment will be considered on a case-by-case basis.

SPECIAL CONFERENCES

SECTION 20.0: Special Conferences.

Either party may request a special conference between the parties. The party requesting such conference will prepare an agenda and submit it to the other party five (5) days before said conference. Only those items on the agenda will be discussed.

HEALTH AND LIFE INSURANCE

SECTION 21.0: Health Insurance.

- A. For hospital and medical insurance, the Employer shall make available a Blue Cross Blue Shield Simply Blue HSA \$1300 20% Medical Coverage with Prescription Drug Co Pay of \$10/\$40/\$80/15%/25% or Simply Blue PPO Gold \$1500 Medical Coverage with Prescription Drug Co Pay of \$15/\$50/\$70/50%/20%/25%.
 - 1. This becomes the agreed upon plan as accepted by the bargaining unit effective January 1, 2019. The Employer and bargaining unit agree to annually review this plan and others when rates are reported each autumn. The Employer and bargaining unit may agree to change plans prior to the January enrollment period in an effort to reduce employee costs. If agreement to change plans cannot be decided upon by either party during the annual autumn review, the plan noted above will be retained by the Employer.
- B. The Employer will comply with the State of Michigan's enacted Publicly Funded Health Insurance Contribution Act, Act 152 of 2011, which limits the amount a local unit of government may pay or contribute to a medical benefit plan for its employees.
- C. Participation in the Employer's health insurance program requires properly signed application forms by each employee. Effective date of coverage for new employees will be in accord with Blue Cross/Blue Shield provisions.
- D. The Employer agrees to pay the Employer's share of the health insurance premium for an employee on disability leave per the guidelines established in Section 11.2 of this agreement.
- E. Employee may choose to enroll their spouse and/or eligible dependents in the Employer's health insurance program at the time they enroll as a new employee, during any annual open enrollment period, or as the result of a life event.
- F. Those employees who are eligible to participate in the City's health insurance program and who elect not to participate shall receive pay-in-lieu of health insurance in the amount of \$350 per month. Pay-in-lieu of health insurance amounts will be distributed on or about December 1, April 1, July 1, and October 1 of each year.

SECTION 21.1: Qualification for Insurance Programs.

Employees qualify for Employer provided contract insurance program according to the insurance provider contract provisions.

SECTION 21.2: Dental Insurance.

The City shall provide employees and their eligible dependents with Blue Cross Blue Shield Traditional Plus Dental Coverage – Plan 3.

SECTION 21.3: Life Insurance.

The Employer agrees to pay the full premium for life insurance, including AD & D, in the amount of \$25,000. Employees qualify for the Employer provided life insurance program effective the first of the month following the date of hire.

SECTION 21.4: Selection of Carrier.

The Employer reserves the right to change all insurance carriers providing that the level of benefits is not reduced.

SECTION 21.5: Optical.

The Employer will provide Blue Cross Blue Shield Blue Vision (VSP) insurance for employees and their eligible dependents.

SECTION 21.6: Long Term Disability.

The Employer agrees to pay the full premium for long term disability insurance for each eligible employee, while employed. LTD Plan coverage shall be as follows: 1) Benefit duration: To age 65; 2) Benefit formula: 66.67%; 3) Maximum benefit per month: \$3,000; 4) Benefit waiting period: 90 days. Employees qualify for the Employer provided long term disability insurance program effective the first of the month following the date of hire.

RETIREMENT

SECTION 22.0: Pension Plan.

The Employer is a member of the Michigan Municipal Employees' Retirement System and all full-time employees attaining six (6) months service will become members of this retirement plan. Provision is made for a full-time employee to have his/her service time computed from the first day of continuous employment. The Employer will notify each new employee attaining six (6) months of service of this provision. The cost of the retirement program shall be borne by the Employer and the employee, with the employee contributing, for each pay period in which he/she receives compensation, three percent (3%) of his creditable compensation.

SECTION 22.1: Pension Plan Revisions.

A. For Employees hired prior to July 1, 2010:

1. Effective July 1, 1995, the pension plan provided by the Employer shall be upgraded to include MERS Benefit Programs B-4, FAC-3, and F50 (25 Years).
2. Effective July 1, 2001, the pension plan provided by the Employer shall be upgraded to include MERS RS 50% Retiree Spouse Survivor Benefit.
3. Effective July 1, 2002, the pension plan provided by the Employer shall be upgraded to allow a member to retire with full benefits at any age with a minimum of 25 years of service.
4. Effective July 1, 2004, the benefit formula of the MERS pension plan provided by the Employer shall be upgraded to "3.0% – 80% maximum."
5. Effective July 1, 2019, employee contribution increase from 3% to 5% as follows:
 - a. July 1, 2019 employee contributions equal 4%
 - b. July 1, 2020 employee required contribution equals 5%

B. For Employees hired on or after July 1, 2010:

The pension plan provided by the Employer shall be MERS Benefit Program B-4, FAC-3, MERS RS 50% Retiree Spouse Survivor Benefit, and Benefit F(25).

1. Effective July 1, 2019, employee contribution increase from 3% to 5% as follows:
 - c. July 1, 2019 employee contributions equal 4%
 - d. July 1, 2020 employee required contribution equals 5%

SECTION 22.2: Deferred Compensation.

The Employer will provide a deferred compensation program for employees.

Each payday the Employer will contribute \$38.47 into the employee's deferred compensation account provided that:

- A. The employee also contributes to his/her deferred compensation account for that particular payday; and
- B. The employee has completed a minimum of one year of service with the City.

Although contributions to the employee's deferred compensation account will not be made during the first year of service, \$1,000 will be contributed to his/her deferred compensation account upon completion of the first year of service provided that the employee participates in the deferred compensation program.

This Employer contribution to deferred compensation may be utilized by the employee towards retirement health care cost.

HOLIDAYS

SECTION 23.0: Holidays.

All probationary and regular employees will be eligible to receive holiday pay under the following regulations:

Employees will be paid their current straight-time rate based on an eight (8) hour day for said holidays. In order to qualify for the holiday pay for the holiday so designated, an employee must work a scheduled day in either the week before the holiday or the week of the holiday.

Paid holidays are designated as: Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, President's Day, Good Friday, and Memorial Day.

SECTION 23.1: Premium Pay.

Employees who are not scheduled to work on a holiday shall receive eight (8) hours of holiday pay at their regular straight time rate. Employees who are scheduled and work on a holiday shall be paid at the rate of one and one-half (1½) times their regular straight time rate for all hours worked in addition to receiving eight (8) hours holiday pay. Employees who are called in to work on a holiday when they would otherwise be off duty shall be paid at the rate of one and one-half (1½) times their regular straight time rate for all hours worked in addition to receiving eight (8) hours holiday pay. (See Appendix "C").

SECTION 23.2: Voting.

Employees scheduled to work on any National or State Election day will be given one (1) hour off for the purpose of voting, without loss of pay, upon presentation of proof of eligibility to vote and notice of their desire to vote given to their immediate supervisor at least one (1) day in advance, provided the employee is required to work the entire time during which said polls are open. Time taken shall be either the first or last hour of the workday when polls are open. This paragraph applies to any national, state, local, special or school election.

SECTION 23.3: Holidays and Vacation Leave.

Holidays recognized by Section 23.0 of this Agreement that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a leave day at a later date.

SECTION 23.4: Holidays and Time Worked.

Employees who are called in to work a holiday will be guaranteed four (4) hours of work.

VACATIONS

SECTION 24.0: Vacations.

All regular full-time employees shall be entitled to vacation time with pay at straight time wages under the following schedule:

Years of Service Completed	Vacation Hours Earned Per Month	Years of Service Completed	Vacation Hours Earned Per Month	Years of Service Completed	Vacation Hours Earned Per Month	Years of Service Completed	Vacation Hours Earned Per Month
Start	8.00	6	10.66	12	14.67	18	18.66
1	8.00	7	11.33	13	15.33	19	19.33
2	8.00	8	12.00	14	16.00	20	20.00
3	10.00	9	12.66	15	16.67		
4	10.00	10	13.33	16	17.33		
5	10.00	11	14.00	17	18.00		

SECTION 24.1: Vacation Qualification.

Employees will earn vacation leave based upon the following schedule:

Hours Worked Per Month	Vacation Leave Earned
141 or more	100%
133 to 140	90%
125 to 132	80%
116 to 124	70%
108 to 115	60%
75 to 107	50%
0 to 74	0%

For purposes of this paragraph, "actual hours worked" will be defined as all hours worked, holidays, vacation time, sick days used, bereavement leave and personal leave days.

SECTION 24.2: Military Leave.

Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

SECTION 24.3: Vacation Periods.

- A. **For Employees hired prior to July 1, 2010:** An employee may accumulate vacation leave hours up to a maximum of 240.0 hours. Any vacation accrued beyond the 240.0 hours permitted will be paid out at the employee's current rate of pay on or around the second Thursday of January of each calendar year.
- B. **For Employees hired on or after July 1, 2010:** An employee may accumulate vacation leave hours up to a maximum of 240.0 hours. Any vacation leave hours earned above the maximum accrual cannot be credited and the hours are lost.
- C. However, employees shall be required to take a minimum of five (5) days vacation per year.
- D. Nothing in this section shall prohibit the granting of vacation for periods of less than five (5) consecutive days.

SECTION 24.4: Accumulated Pay.

In the case of retirement, resignation, discharge or death of an employee, he or she, or his or her estate, will be paid for all vacation days which have accumulated to his or her credit, at the current pay rate in effect at the time of separation.

SECTION 24.5: Vacation Selection.

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year, after January 1, each employee shall indicate on a yearly calendar his vacation request no later than April 1. After April 1, all employees who have failed to select

their vacation time will take whatever time is available, in order of seniority with the approval of the Chief.

SECTION 24.6:

(Section deleted July 1, 1998)

SECTION 24.7:

(Section deleted July 1, 2013)

SICK LEAVE

SECTION 25.0: Sick Leave.

All employees covered by this Agreement shall accumulate eight (8) sick leave hours for each month in which they are compensated for a minimum of 120.0 hours, not to exceed 96.0 hours per year, with 520.0 hours maximum accumulation. An employee, while on sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and such days will be construed as days worked specifically, unless modified elsewhere in this Agreement

A. For employees hired prior to July 1, 2010:

1. The employee shall annually exercise any one of the following options relative to the unused days, if any, of the twelve (12) day sick leave allotment for that particular calendar year.
 - a) Bank all of that year's unused sick leave days, if any.
 - b) Be paid at his or her then prevailing straight-time rate for up to forty-eight (48.0) hours of that year's unused sick leave hours, if any. The sole restriction would be that no unused sick leave hours could be banked beyond the maximum accumulation of 520.0 hours. All such overage will be automatically paid out at the particular employee's straight-time rate on the first Thursday of December of each calendar year.
 - c) Apportion between banking and payout relative to the unused sick leave days.
2. Employees electing or requiring a payout for unused sick leave will receive payment of same on the first Thursday of December.

B. For employees hired on or after July 1, 2010:

1. Any sick leave hours earned above the maximum accrual cannot be credited and the hours are lost.

SECTION 25.1: Rules Governing Use.

Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Sick leave for medical or dental extractions or treatment shall be taken in segments of not less than one-half (½) day.
- D. Sick leave will be authorized when an employee is taken ill on the job.
- E. The Chief retains the right to request medical verification at any time after three (3) days of absence.

SECTION 25.2: Sick Leave and Advance Use.

Sick leave may not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

SECTION 25.3: Sick Leave and Use On Scheduled Vacation Leave.

Sick leave may be allowed in cases of sickness or injury occurring during the vacation period, provided a doctor's statement is furnished as to the sickness or injury.

SECTION 25.4: Payment of Accumulated Sick Leave.

A. For employees hired on or before July 1, 1985:

1. Upon retirement, resignation, or death, the employee or his/her beneficiary is entitled to payment of 100% of accumulated sick leave, computed at the employee's rate of pay at the time employment ceases.
2. The employee who is discharged will be paid no portion of his/her accumulated sick leave.

B. For employees hired between July 1, 1985 and June 30, 2010:

1. Upon retirement or death, the employee or his/her beneficiary is entitled to payment of 100% of accumulated sick leave, computed at the employee's rate of pay at the time employment ceases.
2. The employee who quits his/her employment is entitled to payment of 50% of accumulated sick leave, computed at the employee's rate of pay at the time employment ceases.
3. The employee who is discharged will be paid no portion of his/her accumulated sick leave.

C. For employees hired on or after July 1, 2010:

1. Upon retirement or death, one-half (50%) of accumulated sick leave hours will be paid out at the employee's current pay rate in effect at the time of separation.
2. The employee who is discharged will be paid no portion of his/her accumulated sick leave.

SECTION 25.5: Sick Leave Use By Probationers.

Sick leave can be utilized solely by full-time employees after completion of sixty (60) work days on the job. However, said employee will also accumulate sick leave as per the current formula during the initial sixty (60) days set forth above.

SECTION 25.6: Medical Verification.

During the period of any leave of absence due to sickness or accident, the Employer shall have the right to schedule medical examinations with a physician of its choosing, at no cost to the employee, to determine continued disability status. In the event the Employer selected physician determines the employee is fit to return to work, the employee then has the right to utilize a doctor of his or her choice to verify the fitness determination. In the event of disagreement between the two physicians, the parties will select a neutral physician whose determination shall be binding upon the parties.

SECTION 25.7: Personal Leave Days.

The employee shall be permitted sixteen (16) personal leave hours per year. These hours, if used, are to be deducted from sick leave accumulation.

SECTION 25.8:

(Section deleted July 1, 1998)

SECTION 26.0:

(Section Deleted July 1, 1995)

DURATION OF AGREEMENT

SECTION 27.0:

This Agreement shall be in full force and effect from July 1, 2019 to and including June 30, 2022, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel, terminate, or modify the Agreement, as per Section 27.1 below, is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 27.1:

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2019, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request to revisions if the parties fail to agree thereon.

This agreement shall become effective as of July 1, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the City of Gaylord, County of Otsego, State of Michigan, on the day and year first above written.

FOR THE CITY OF GAYLORD

Witnesses:

By:

Its City Manager

By:

Its City Clerk

FOR POLICE OFFICERS LABOR COUNCIL

Witnesses:

By:

Its Union Steward

By:

Its Staff Representative

APPENDIX A

HOURS OF WORK AND PREMIUM PAY

SECTION 1.0: Hours Of Work.

The regular workweek for all employees in the bargaining unit shall consist of twelve (12) hour shifts. Officers will be scheduled for seven (7) twelve (12) hour shifts per two (2) week pay period, resulting in eighty-four (84) hours worked per each two-week pay period. No overtime consideration will be given to the scheduled eight-four (84) regular workweek hours.

SECTION 1.1: Overtime.

- A. Overtime pay will be one and one-half (1½) times the hourly rate for all hours worked in excess of eighty-four (84) hours within the fourteen (14) day biweekly pay period. There shall be no pyramiding of overtime.
- B. COMP TIME
 1. Employees may choose compensatory time (comp time) in lieu of overtime pay. Comp time will be added at a rate of one and one-half (1½) hours for each hour of overtime worked.
 2. Maximum comp time accumulation allowed is 80.0 hours.
 3. Comp time earned is limited to eighty (80.0) hours per fiscal year.
 4. Comp time used is limited to eighty (80.0) hours per fiscal year.
 5. Employees will have an opportunity to cash out comp time balances, either the entire balance or portions of, when desired and with at least two week's notice to the Human Resource Manager. Cash paid will be computed based upon the employee's current hourly rates.
 6. All unused comp time hours will be paid to the employee upon severance of employment; upon death of employee, all unused comp time hours will be paid to the employee's beneficiary. Cash paid for any unused comp time will be paid based on the employee's rate of pay at the time employment ceases.
 7. Overtime earned which is paid for by an entity other than the City shall not be permitted as comp time.

SECTION 1.2: Callback and Court Time.

If an employee is called back to work after his or her normal work shift, he or she will be compensated for a minimum of three (3) hours overtime unless such call back shall extend past three (3) hours in which case he or she shall be paid overtime for hours or portion thereof worked. This shall include all court appearances that occur on off duty days.

SECTION 1.3: Leave Days.

Leave days shall not be changed, switched, or rescheduled to avoid paying overtime, unless mutually agreed between the Employer and the employee.

SECTION 1.4: Scheduling.

Work shift schedules will be prepared by the Chief on a twenty-eight (28) day basis and shift schedules shall not be changed to avoid payment of overtime unless mutually agreed between the Employer and the employee. It is agreed and understood that the Chief and the unit employees can mutually agree to scheduling and that such scheduling would supersede Sections 1.0 - 1.3 of Appendix A above.

SECTION 1.5: Time Between Shifts.

An employee shall have a minimum of ten (10) hours off before having to report for duty on said employee's next regular scheduled shift. The above does not apply to call-in situations, or to a continuation of work at the end of presently scheduled shifts. Additionally, exceptions may be made in emergency situations with the approval of the Chief and/or at any other time by mutual agreement between the employee and the Chief.

An employee scheduled to report back to duty without the required ten hours off, shall be compensated at time and one-half for those hours in conflict with the ten-hour rule. For example: An officer is scheduled to work 3:00 p.m. to 11:00 p.m. one day and 7:00 a.m. to 3:00 p.m. the following day (eight off-duty hours between shifts). The officer will be paid time and one-half for the first two hours of his/her shift (7:00 a.m. to 9:00 a.m.) and will be paid at the regular straight-time rate for the hours worked from 9:00 a.m. to 3:00 p.m.

SECTION 1.6: Recognized Holiday For First Shift.

- A. Officers reporting for duty between the hours of 8:00 p.m. and 12:00 Midnight on a recognized holiday shall submit this time for holiday pay, and the hours shall not be considered as the start of the shift for the next day.
- B. Officers scheduled and reporting for work between the hours of 8:00 p.m. and 12:00 Midnight on the date previous to the recognized holiday shall not be considered as working on the holiday and shall not submit this time for holiday pay.
- C. This is recognizing that the day shift is the first shift of the day and the hours of such are any shift that starts after 12:00 am and before 12:00 pm.

APPENDIX B

UNIFORMS

1	Hat Badge
1	Garrison Cap
1	Baseball Field Cap
1	Winter Cap
3	Breast Badges
3	Ties
2	Name Plates
1	Key Chain with Whistle
1	Body Armor with 2A or higher NIJ Classification Rating
3	Short Sleeve Summer Shirts/Dark Color
2	Short Sleeve Summer Shirts/White Color
3	Long Sleeve Winter Shirts/Dark Color
3	Pair Trousers/Dark Color
1	Sam Browne Belt/Black in Color
1	Garrison Belt/Black in Color
1	Departmental Approved Sidearm
1	Holster For Sidearm
1	Pair Handcuffs
1	Handcuff Case
1	Cartridge Keeper
1	Belt Buckle for Sam Browne Belt
1	Spring Jacket
1	Rain Coat
1	Winter Jacket
1	Foul Weather Jacket

APPENDIX C

HOLIDAY AND TIME OFF.

The following relates to receipt by employees of time off from work on a contract holiday in lieu of receiving holiday premium pay.

- A. The employee involved must be scheduled to work and actually work the full contract holiday shift (unless that particular holiday is to be utilized as the day off).
- B. That employee must request a day off in lieu of receiving holiday premium pay (day off can be contract holiday) within the work schedule cycle the contract holiday falls.
- C. That employee will receive straight time pay for the holiday. The day off is in lieu of all premium time for that particular holiday.
- D. The day off, as noted above, can be used at any time during the cycle in which the contract holiday falls, provided at least three (3) work days notice is given to the Chief by the Employee and the Chief approves such request.
- E. The Employer has the full and unquestioned authority to reassign employees to cover the requested absence and any such re-assignment will not result in any overtime payment to any such transferred employee.
- F. Only one (1) employee will be granted a particular holiday day off. Seniority will control such requests and shall be rotated among and between employees.

APPENDIX D

SEASONAL BICYCLE PATROL OFFICER.

The Employer may hire a Police Officer who is certified by the Michigan Commission on Law Enforcement Standards (MCOLES), whose primary duty and function will be to patrol the area of the City commonly known as the Downtown Development Authority (DDA) and the City public parks, by bicycle and/or foot patrol.

The Officer will not be used to replace or diminish any bargaining unit employee and will not be used for any function normally performed by bargaining unit employees, except in an emergency or as otherwise agreed to by the parties. The parties agree that there shall be no other police function or duty performed by bargaining unit employees assigned, transferred or conveyed to any other non-unit individual or agency.

The normal employment period will be from May through September of each year.

The position will not be part of the recognized bargaining unit, nor will the position be entitled to fringe benefits.

The wage for the position will be that of a starting Police Patrol Officer.