

6/30/98

**AGREEMENT BETWEEN
CITY OF GAYLORD
AND
POLICE OFFICERS
LABOR COUNCIL**

**EFFECTIVE JULY 1, 1995
THROUGH JUNE 30, 1998**

Gaylord, City of

AGREEMENT BETWEEN
CITY OF BAYLOR
AND
POLICE OFFICERS
LABOR DISTRICT
EFFECTIVE JULY 1, 1988
THROUGH JUNE 30, 1990

PREAMBLE	1
PURPOSE	1
SECTION 1.0: RECOGNITION	1
SECTION 2.0: UNION SECURITY	1
PROBATIONARY PERIOD, UNIT WORK, TRAINING	3
SECTION 3.0: PROBATIONARY PERIOD	3
SECTION 3.1: UNION WORK	3
SECTION 3.2: TRAINING	3
SECTION 4.0: WAGES	4
SECTION 5.0: SUBCONTRACTING	4
SECTION 6.0: EXTRA CONTRACT AGREEMENTS	4
SECTION 7.0: SENIORITY	5
SECTION 7.1	5
SECTION 7.2	5
SECTION 7.3	5
SECTION 7.4	5
SECTION 7.5	6
SECTION 7.6	6
SECTION 7.7	6
SECTION 7.8	7
DISCHARGE OR SUSPENSION	7
SECTION 8.0: PROGRESSIVE DISCIPLINE	7
SECTION 8.1: PRIOR RECORD	7
SECTION 8.2: DISCIPLINE REVIEW	7
SECTION 9.0: GRIEVANCE PROCEDURE	8
SECTION 9.1: STEPS	8
SECTION 9.2: TIME LIMITS	9
SECTION 9.3	9
SECTION 9.4: CLAIMS	9
SECTION 9.5:	9
SECTION 10.0: STEWARDS	9
SECTION 10.1	10
SECTION 11.0: LEAVES OF ABSENCE	10
SECTION 11.1: UNION BUSINESS LEAVE	11
SECTION 11.2:	11
SECTION 11.3	11
SECTION 11.4	11
SECTION 11.5	12
SECTION 12.0: LIMITATION OF AUTHORITY	12
SECTION 12.	12

SECTION 13.0: MAINTENANCE OF STANDARDS	12
GENERAL	13
SECTION 14.0: UNION VISITATION RIGHTS	13
SECTION 14.1: TIME SHEETS	13
SECTION 14.2: PAY DAYS	13
SECTION 14.3: BONDING	13
SECTION 14.4: UNIFORMS	13
SECTION 14.5: LOCKERS	13
SECTION 14.6: LIABILITY PROGRAMS	14
SECTION 14.7: MILEAGE	14
SECTION 14.8: OFF-DUTY TRAINING	14
SECTION 14.9: OUT OF CLASSIFICATION WORK	14
SECTION 14.10: REDUCTION IN CLASSIFICATION	14
SECTION 14.11: RAISE IN CLASSIFICATION	14
SECTION 14.12: LOSS OR DAMAGE TO PROPERTY	15
SECTION 14.13: CLOTHING ALLOWANCE	15
SECTION 14.14: EQUIPMENT	15
EQUIPMENT, ACCIDENTS AND REPORTS	15
SECTION 15.0: OCCUPATIONAL HEALTH AND SAFETY	15
SECTION 15.1: EQUIPMENT SAFETY	16
SECTION 15.2: PAYMENT FOR INJURY TIME	16
SECTION 15.3: VEHICLE SAFETY	16
SECTION 15.4: ACCIDENT REPORTS	16
SECTION 15.5: DEFECTIVE EQUIPMENT REPORTS	16
SECTION 16.0: SEPARABILITY AND SAVINGS CLAUSE	17
SECTION 17.0: MANAGEMENT RIGHTS	17
COURT AND FUNERAL LEAVE	17
SECTION 18.0: ACCIDENTS	17
SECTION 18.1: BEREAVEMENT LEAVE	18
WORKER'S COMPENSATION	18
SECTION 19.0	18
SPECIAL CONFERENCES	18
SECTION 20.0	18
HEALTH AND LIFE INSURANCE	19
SECTION 21.0: BLUE CROSS	19
SECTION 21.1: QUALIFICATION	19
SECTION 21.2: DENTAL INSURANCE	19
SECTION 21.3: LIFE INSURANCE	20

SECTION 21.4: SELECTION OF CARRIER	20
RETIREMENT	20
SECTION 22.0: PENSION PLAN	20
SECTION 22.1: UPGRADING	21
SECTION 22.2: DEFERRED COMPENSATION	21
HOLIDAYS	21
SECTION 23.0: HOLIDAYS	21
SECTION 23.1: PREMIUM PAY	21
SECTION 23.2: VOTING	22
SECTION 23.3	22
SECTION 23.4	22
VACATIONS	22
SECTION 24.0: VACATIONS	22
SECTION 24.1: QUALIFICATIONS	23
SECTION 24.2: MILITARY LEAVE	23
SECTION 24.3: VACATION PERIODS	23
SECTION 24.4: ACCUMULATED PAY	24
SECTION 24.5: VACATION SELECTION	24
SECTION 24.6: PRORATED VACATION	24
SECTION 24.7: ADVANCE PAY	24
SICK LEAVE	24
SECTION 25.0: SICK LEAVE	24
SECTION 25.1: RULES GOVERNING USE	25
SECTION 25.2: ADVANCE USE	25
SECTION 25.3: USE ON VACATION	26
SECTION 25.4: PAYMENT	26
SECTION 25.5: USE BY PROBATIONERS	26
SECTION 25.6: MEDICAL VERIFICATION	26
SECTION 25.7: PERSONAL DAYS	27
SECTION 26.0: (Section Deleted July 1, 1995)	27
DURATION OF AGREEMENT	27
SECTION 27.0	27
SECTION 27.1	27
APPENDIX A	29
HOURS OF WORK AND PREMIUM PAY	29
SECTION 1.0: HOURS OF WORK	29
SECTION 1.1: OVERTIME	29
SECTION 1.2: CALL-BACK AND COURT TIME	29
SECTION 1.3: LEAVE DAYS	30
SECTION 1.4: SCHEDULING	30

SECTION 1.5: TIME BETWEEN SHIFTS	30
SECTION 1.6: RECOGNIZED HOLIDAY FOR FIRST SHIFT	30
APPENDIX B	31
UNIFORMS	31
APPENDIX C	32
HOLIDAY AND TIME OFF	32

PREAMBLE

THIS AGREEMENT, made and entered into this 26th day of June, 1995, 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. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he or she first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice to the City from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30 day period the employee pays the membership dues or service fee retroactive to the due date and confirms his or her intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that said form shall be executed by the employee. The written authorization for Union service fee 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 to the Union.
- E. 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.
- F. The Union agrees to save and hold harmless the City from damages or other financial loss which 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 2,080 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 annual salary schedule shall apply to Patrol Officers:

	Start	After 1 Year	After 2 Years	After 3 Years
Effective July 1, 1995	\$19,913	\$23,012	\$24,360	\$28,080
Effective July 1, 1996	\$20,510	\$23,702	\$25,091	\$28,922
Effective July 1, 1997	\$21,125	\$24,413	\$25,844	\$29,790

- B. Hourly rates shall be determined by dividing annual rates by 2,080.
- C. The City may hire new employees at rates above the *Start* rate based upon their experience and qualifications.
- D. Detective Sergeant's and Sergeant's wage rates shall be 8% annually above the three (3) year Patrol Officer's rate.
- E. Upon signing this Agreement dated June 26, 1995, each full-time employee shall receive a timely non-arbitration incentive payment of \$150.

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:

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:

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:

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 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 work days without notification to the Employer.

SECTION 7.5:

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:

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:

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:

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:

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:

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:

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:

For loss of time due to illness or injury not incurred in the line of duty, the Employer will continue to provide Life Insurance and Hospitalization benefits to eligible full-time employees during the period within which the employee exhausts accumulated sick leave benefits and for three (3) months thereafter. For loss of time due to illness or injury not incurred in the line of duty, the Employer will continue to provide Life Insurance and Hospitalization benefits to eligible part-time and full-time temporary employees during the period within which the employee exhausts accumulated sick leave benefits and for either two (2) months or the length of seniority thereafter, whichever is lesser.

SECTION 11.3:

The Employer shall provide Life Insurance and Hospitalization 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. The Employer shall provide Life Insurance and Hospitalization to eligible part-time and full-time temporary employees on layoff for a period of two (2) months from day of layoff or length of seniority, whichever is lesser.

SECTION 11.4:

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 one (1) year from date of being off due to the disability and then seniority will be frozen at that point.

SECTION 11.5:

An employee may choose to continue all insurance payments during an approved leave of absence by reimbursing to the City the full cost of such insurance payments 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:

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 wash rooms 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's liability protection program.

SECTION 14.7: MILEAGE

When an employee is required by the Employer to provide his or her own transportation to and from a job location, 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 work day, 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

Employees shall be eligible for out of classification pay for work performed in the Sergeant classification solely in the event of extended leave of absence or vacation periods.

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, effective July 1, the sum of \$400.00 and at the payday nearest to December 15, an additional \$150.00 for the cleaning of uniforms. In addition, a \$75.00 shoe allowance will be paid on July 1 each year of the contract.

The appropriate allowance will be payable on the payday subsequent to July 1 and December 15, as noted above, of 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 the City Garage.

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 a 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

Full-time employees will be paid for a maximum of three (3) consecutive days absence, including the day of the funeral, in the case of a death in the employee's immediate family, provided that the funeral is actually attended. Immediate family means: father, mother, child, sister, brother, current spouse, mother-in-law, father-in-law, step-parent, step-child, step-brother, step-sister, grandparents, grandchildren or dependent living at home. This is in addition to vacation, sick leave time or regular days off.

WORKER'S COMPENSATION

SECTION 19.0:

The Employer shall provide Worker's 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 and their regular base pay for a period of up to three (3) months from the date of injury. Such payment shall be made for the original injury but shall not be allowed for the recurrence of old injuries.

When sick leave credits are exhausted, the employee will remain on Worker's 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.

SPECIAL CONFERENCES

SECTION 20.0:

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: BLUE CROSS

The Employer shall make available a semi-private Blue Cross, MVF-1 Plan group hospital and medical coverage, including IMB-OB and Prescription Drug - \$2.00 co-pay riders, and a Predetermination rider. The Employer will pay the full premium for the employee, his wife (or her husband), and dependent children up to the age of nineteen (19).

- A. Participation in this Plan 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.
- B. The Employer agrees to pay the full premium for Blue Cross/Blue Shield for a three (3) month period for an employee on disability leave. Employee shall pay premiums following the three (3) month period, if leave is extended and approved.

SECTION 21.1: QUALIFICATION

Employees qualify for Employer provided contract insurance program after sixty (60) days of employment with the exception that relative to Blue Cross/Blue Shield coverage the employee will qualify after sixty (60) days or at the next enrollment period, which ever occurs earlier.

SECTION 21.2: DENTAL INSURANCE

The City shall provide employees and their eligible dependents with dental care insurance plan 20/20/20/\$1,000 which will pay 80% of the reasonable fee for services listed below up to a maximum annual limit of \$1,000. This plan also includes \$1,000 lifetime maximum of orthodontic services.

Services covered are:

- Diagnostic services: examinations, x-rays.
- Preventive services: cleaning, fluoride treatments, space maintainers.
- Palliative services: emergency relief of dental pain and discomfort.
- Restorative services: repair of natural teeth with fillings and crowns.
- Endodontic services: treatment of soft tissue inside the tooth such as root canal therapy.
- Periodontic services: treatment of the gums and mouth tissue.

- Oral surgery services: simple extractions, surgical extractions.
- Limited prosthodontics services: repairs/adjustments and relining of present dentures (relining covered only once ever six months).
- Adjunctive general services: general anesthesia, miscellaneous services.

This plan is also subject to the standard policy limitations of the insurance carrier.

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.

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 and Blue Shield of Michigan vision 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 regular employee, while employed.

RETIREMENT

SECTION 22.0: PENSION PLAN

The Employer is a member of the Michigan Municipal 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.

SECTION 22.1: UPGRADING

- A. 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).
- B. After the July 1, 1995 inclusion of MERS Benefit Programs B-4 and F50 (25 Years), further upgrades to the pension/retirement plan will not be permitted prior to July 1, 2001.

SECTION 22.2: DEFERRED COMPENSATION

The Employer will provide a deferred compensation program for employees. The Employer shall contribute an amount equal to 1% of the previous years annual base wage into the deferred compensation account of each participating member. This Employer contribution to deferred compensation may be utilized by the employee towards retirement health care costs.

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, Christmas Eve day, Christmas Day, New Year's Eve day, New Year's Day, Good Friday, Memorial Day, and Employee's Birthday.

SECTION 23.1: PREMIUM PAY

Eligible employees actually working on a holiday as established in this Agreement will be paid for hours worked at their regular straight-time rate plus time and one-half for said hours worked (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 work day when polls are open. This paragraph applies to any national, state, local, special or school election.

SECTION 23.3:

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:

Employees who are scheduled to work a holiday will be scheduled for eight (8) hours. Employees who are called in to work a holiday will be guaranteed four (4) hours of work.

VACATIONS

SECTION 24.0: VACATIONS

- A. All regular full-time employees shall be entitled to vacation time with pay at straight time wages under the following schedule:
1. Employees who have completed less than two years of service shall receive 6.67 hours per month.
 2. Employees who have completed two years of service shall receive 8.00 hours per month.
 3. Employees who have completed four years of service shall receive 10.67 hours per month.

4. Employees who have completed nine years of service shall receive 12.00 hours per month.
 5. Employees who have completed fourteen years of service shall receive 13.33 hours per month.
 6. Employees who have completed nineteen years of service shall receive 14.66 hours per month.
- B. Although vacation leave may be accrued during the first year of service, no vacation leave shall be taken until the employee has completed one year of service.

SECTION 24.1: QUALIFICATIONS

An employee must work 1,600 actual hours during the vacation determination period to be eligible for one hundred (100%) percent vacation pay. Actual hours worked less than 1,600 hours will result in pro-rated vacation pay to the employee to be calculated by the percentage which the hours actually worked is of the 1,600 actual hour requirement. 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

Vacation days can only be accumulated in an amount not to exceed thirty (30) days at the end of each calendar year. Effective July 1, 1996 and July 1st of each year thereafter, the maximum amount of accrued vacation leave allowable is thirty (30) days. Any vacation accrued beyond the thirty days permitted will be paid out at the employee's current rate of pay. However, employees shall be required to take a minimum of five (5) days vacation per year. 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: PRORATED VACATION

Employees absent for more than one (1) month for sick leave due to non-job related sickness or accident will earn vacation for the first month only and vacation then will be figured on a pro-rata basis upon return to work.

SECTION 24.7: ADVANCE PAY

Vacation pay in advance will be paid if requested during the pay period prior to the beginning of the employee's vacation.

SICK LEAVE

SECTION 25.0: SICK LEAVE

All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with seventy (70) days 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. All unused sick days will be paid at the straight time prevailing rate annually as follows:

- A. During the payroll period in December closest to December 15, the employee

shall 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.

1. Bank all of that year's unused sick leave days, if any.
2. Be paid at his or her then prevailing straight-time rate for the unused sick leave days, if any.
3. Apportion between banking and payout relative to the unused sick leave days.
4. The sole restriction on banking would be that no unused sick leave days could be banked beyond the maximum accumulation of seventy (70) days. All such overage will be automatically paid out at the particular employee's straight time rate.

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 ($\frac{1}{2}$) 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: 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: USE ON VACATION

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

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.

B. For employees hired after July 1, 1985:

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.

C. The employee who is discharged will be paid no portion of his/her accumulated sick leave.

SECTION 25.5: 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 DAYS

The employee shall be permitted two (2) personal days per year without deduction from sick bank.

SECTION 25.8: RESERVE SICK LEAVE

On December 30th of each year, employees whose regular sick leave banks contain the maximum of seventy (70) days, shall receive three (3) days of reserve sick leave to be put into a Reserve Sick Leave Bank. The Reserve Sick Leave Bank may contain up to thirty (30) days. Reserve Sick Leave may only be used when the regular sick bank is exhausted and in cases of serious illness or injury involving broken bones or when the employee is hospitalized. In no event will unused Reserve Sick Leave be paid in cash.

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, 1995 to and including June 30, 1998, 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, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 1998, 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, 1995.

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:

David M Deffield

Karen M Clark

Witnesses:

Karen M Clark

Jacky Franckowiak

By:

Michael Curtis

Its:

City Clerk

By:

Paul Spork

Its:

Acting City Manager

FOR POLICE OFFICERS LABOR COUNCIL

Witnesses:

Karen M Clark

David M Deffield

Witnesses:

By:

Joe Fitzgerald

Its:

Union Steward

By:

[Signature]

Its:

Staff Representative

APPENDIX A

HOURS OF WORK AND PREMIUM PAY

SECTION 1.0: HOURS OF WORK

The regular work week for all employees in the bargaining unit shall consist of five (5) consecutive work days, eight (8) hours per day.

SECTION 1.1: OVERTIME

- A. Overtime pay will be one and one-half (1½) times the hourly rate for all hours in excess of eight (8) hours in any one (1) day, or for all hours in excess of forty (40) hours in one (1) week. 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 hours for each hour of overtime compensation earned.
 2. Maximum comp time accumulation allowed is 80.0 hours.
 3. Employees will have an opportunity to cash-in comp time balances, either the entire balance or portions of, in June of each year. Cash paid for comp time will be computed based on the employee's current hourly rate.
 4. 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.
 5. Overtime earned which is paid for by an entity other than the City shall not be permitted as comp time.

SECTION 1.2: CALL-BACK 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.

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 not submit this time for holiday pay, and the hours shall be considered as the start of the eight (8) hour 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 be considered as working on the holiday and shall submit this time for holiday pay.
- C. This is recognizing that the midnight shift is the first shift of the day and the hours of such are either 12:00 a.m. - 8:00 a.m., 11:00 p.m. - 7:00 a.m., or 8:00 p.m. - 4:00 a.m.

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	Second Chance Vest
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	Revolver 4" Model 66, S&W 357
1	Holster For Pistol
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.