

6/30/98

**AGREEMENT BETWEEN
CITY OF GAYLORD
AND
CITY OF GAYLORD
EMPLOYEES LOCAL #1534
AND
MICHIGAN COUNCIL #25
AFFILIATED WITH
AFSCME, AFL-CIO

7/1/95 - 6/30/98**

Gaylord, City of

10-51

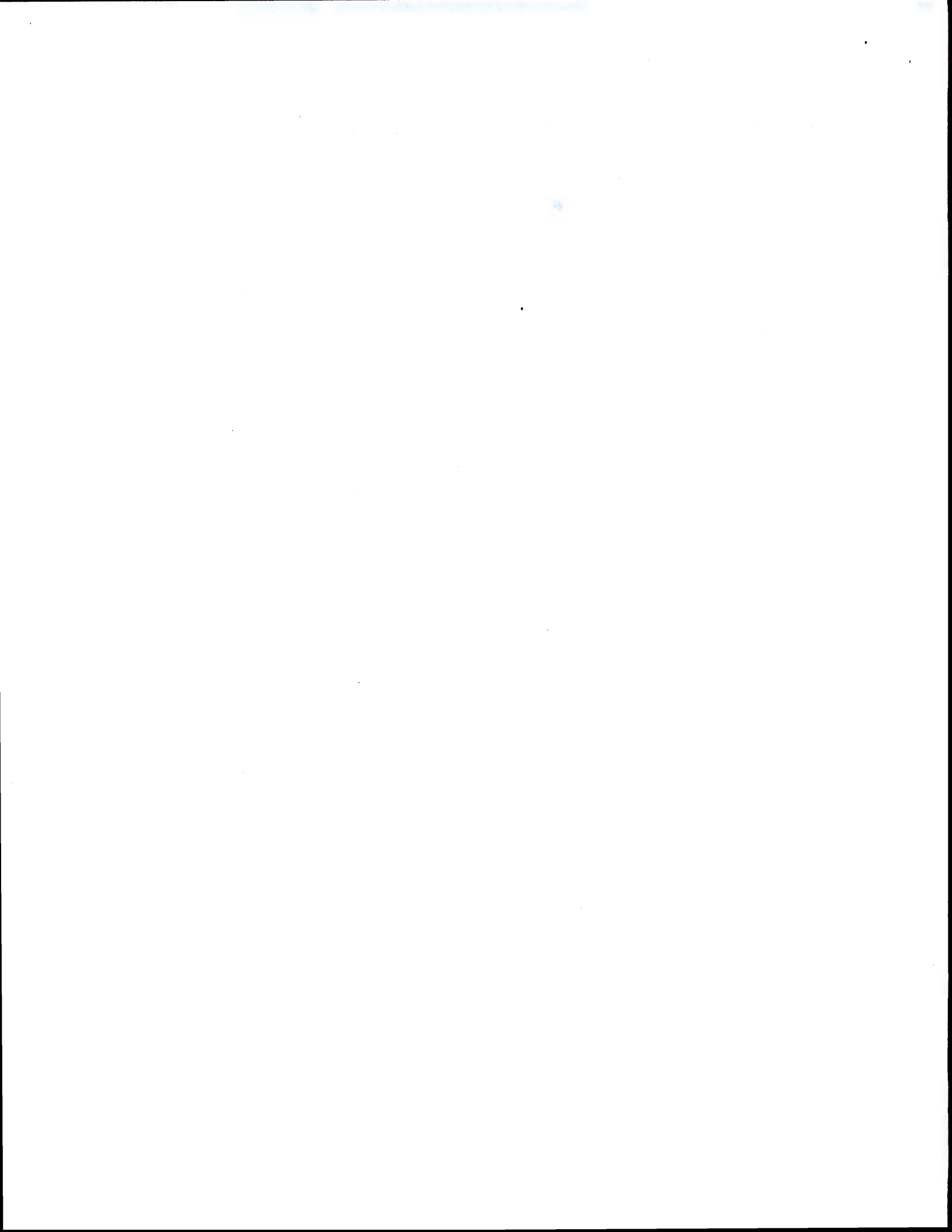
MEMORANDUM FOR THE
DIRECTOR OF CALIFORNIA
STATE POLICE
FROM THE
ATTORNEY GENERAL
SUBJECT: [Illegible]

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AGREEMENT ¹

THIS AGREEMENT entered into on this 12th day of June, 1995, between the CITY OF GAYLORD (hereinafter referred to as the EMPLOYER) and the GAYLORD CITY EMPLOYEES UNIT OF LOCAL #1534, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and COUNCIL #25, AFL-CIO (hereinafter referred to as the UNION).

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1: RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

"All employees in the Department of Public Works, Street Maintenance, Wastewater Department and Water Department, excluding elected officials, clerical and supervisors as defined in the Act."

ARTICLE 2: AID TO OTHER UNIONS

The Employer will not aid, promote nor finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization for the purpose of undermining the Unions.

¹ NOTE: The headings used in this agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 3: UNION SECURITY (Requirement of Union Membership)

- A. Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, shall not be required to retain membership in the Union for the period commencing thirty (30) days immediately prior to the termination of this contract.
- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- C. An employee who shall tender an initiation fee, if not already a member, and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- D. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 4: DUES AND FEES CHECK-OFF

- A. The Employer agrees to deduct from the wages of any employee all union membership dues, initiation fees and representation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form, as provided by the Union. Said form shall be executed by the employee. The written authorization for union dues and fee deductions shall remain in full force and effect during the period of this and successive contracts.
- B. Dues and/or fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorizes the Employer to rely upon and to honor certifications by the financial officer or a designated representative of Council #25 regarding the amounts to be deducted and the legality of the adopting action, specifying such amounts of union dues and/or fees.
- C. *When deductions begin.* Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period in the month and each month thereafter.
- D. *Remittance of dues to financial officer.* Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan

Council #25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

- E. The Employer shall, additionally, indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and, further, advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance.
- F. *Disputes concerning membership.* Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Local Union and, if not resolved, may be decided at the final step of the Grievance Procedure.

ARTICLE 5: UNION REPRESENTATION

It is mutually recognized that the principal of proportional representation, which reflects the increase and decrease in the work force, is a sound and sensible basis for determining proper representation, and there shall be one steward for the employees of this unit until such time as there are more than twenty (20) employees in the unit.

ARTICLE 6: STEWARDS AND ALTERNATE STEWARDS

The stewards, during their working hours, without loss of time or pay, shall, within a reasonable time (one hour), investigate and present grievances to the Employer. In such cases wherein a lengthy investigation and grievance procedure is required, the steward shall first seek the Employer's permission for additional time required.

ARTICLE 7: SPECIAL CONFERENCES

- A. Special conferences for important matters will be arranged between the Chapter-Chairperson and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. All such conferences shall be held only following a 48-hour notice of conference.

Matters taken up in special conference shall be held between the hours of 8:00 p.m. and 11:00 p.m., unless otherwise agreed. In the event the special conference is held during working hours, employees in attendance shall not lose time or pay for time spent in such special conference.

- B. The Union representative may meet at a place designated by the employee on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer, for which a written request has been made.

ARTICLE 8: GRIEVANCE PROCEDURE

The Employer will answer, in writing, any grievance presented to it in writing by the Union. The employee having a grievance in connection with his employment shall present it to the Employer as follows:

Step 1. Any employee, with or without the Union steward, shall discuss the grievance with his immediate supervisor within forty-eight (48) hours after knowledge of its occurrence in order to be a proper matter for the grievance procedure.

- Step 2.
- a. If the immediate supervisor's answer in Step 1 is not satisfactory, the grievance may be referred by the employee to the steward who may submit the grievance in writing to the supervisor within three (3) working days of the discussion with the supervisor.
 - b. The supervisor shall answer the grievance within three (3) working days after receipt of the written grievance.

- Step 3.
- a. If the immediate supervisor's answer in Step 2 is not satisfactory, and the matter is to be processed further, the Chapter-Chairperson shall submit the grievance, in writing, to the City Manager within three (3) working days of the supervisor's answer in Step 2. However, grievances involving discharge and/or suspension are to be commenced at Step 3 of the grievance procedure.
 - b. The City Manager shall answer the grievance within three (3) working days of receipt of the Step 3 written grievance.

Step 4. If the City Manager's answer in Step 3 is unsatisfactory, and the Chapter-Chairperson wishes to process the matter further, he shall refer the matter to the Council Representative. The representative of the Council and/or International will review the matter and, if they wish to carry the matter further, they will, within thirty (30) days of the City Manager's answer, refer the matter directly to arbitration.

ARTICLE 9: ARBITRATION

- A. The arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

- B. The arbitrator's fees and expenses shall be borne equally by the parties. However, each party shall bear its own costs relative to the arbitration.
- C. The arbitrator shall make his judgment based on the expressed terms of this Agreement and shall have no authority to add or subtract from any of the terms of this Agreement.

ARTICLE 10: TIME OF APPEALS

- A. Any grievance not appealed from an answer at the first step of the grievance procedure to the second step, and from the second step to the third step of the grievance procedure, within five (5) working days after receipt of Employer's answer, or to arbitration in a timely manner, shall be considered settled on the basis of the last answer and not subject to further review.
- B. A grievance may be withdrawn in writing, without prejudice, and, if so withdrawn, all financial liability shall be cancelled. A grievance which is withdrawn may be reinstated within one (1) month from the date of withdrawal, but not thereafter. If any grievance is reinstated, the financial liability shall date only from the date of reinstatement. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 11: WITHDRAWAL OF CASES

- A. After a case has been referred to arbitration, the case may not be withdrawn by either party except by mutual consent.
- B. *Finality of decision.* There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

ARTICLE 12: DISCHARGE AND DISCIPLINE

- A. *Notice of discharge and discipline.* The Employer agrees, promptly upon the discharge or discipline of an employee, to notify the steward, in writing, of the discharge or discipline.
- B. *Discussion with Employer.* The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

- C. *Appeal of discharge or discipline.* Should the discharged or disciplined employee, or the steward, consider the discharge to be improper, a grievance shall be presented, in writing, through the steward, to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union, the matter may be referred to the appropriate step of the grievance procedure.
- D. *Use of past records.* In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.
- E. *Just cause.* The Employer agrees that it will not discharge or discipline employees without just cause, except probationary employees shall be subject to discharge and discipline at the will of the Employer.
- F. *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 the Employer agrees to, where appropriate, follow the following disciplinary sequence:
1. Oral warning.
 2. Written reprimand.
 3. Suspension.
 4. Removal and discharge.

No warning notice of any kind need be given before any employee is suspended or discharged for any of the following offenses:

1. Alcohol, drug or other substance abuse.
 2. Dishonesty.
 3. Conviction for any felony or any other claim involving moral turpitude.
 4. Any offense in violation of reasonable work rules established by the employer which provides for discharge.
 5. Recklessness resulting in serious injury to property or person while on duty.
 6. Where provided elsewhere in this contract.
- G. *Alcohol and substance abuse.* Employees shall submit to testing for alcohol or substance abuse, upon request of the City Manager, on the following basis:
1. If the Employer has reasonable cause to believe that alcohol use is involved, the employee shall first submit to a PBT. If the PBT shows the presence of any level of breath alcohol, the employee shall then submit to a withdrawal of blood at the nearest medical facility to determine a level of alcohol content.

2. If the Employer has reasonable cause to believe that substance use other than alcohol is involved, the employee shall supply a urine sample for urinalysis upon request of Employer.
3. The Employer shall make reasonable efforts to contact the Union steward or alternative steward prior to administering any such testing and shall wait a reasonable time for the arrival of such steward or alternate steward prior to administration of the test. In no event, however, shall the Employer be required to wait more than one (1) hour for the arrival of the Union representative.

H. Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees or the public.

ARTICLE 13: EMPLOYEE ASSISTANCE AND REFERRAL PROGRAM

- A. If in the opinion of either the employee or the Employer, personal problems on the part of the employee are interfering with his/her job performance, referral to an Employee Assistance and Referral Program (EARP) may be offered to the employee at the option of the Employer. If the employee then chooses to utilize the EARP, all disciplinary action then pending, will be held in abeyance for a period of three (3) months. During that time, the Employer will be authorized to monitor the attendance and maintenance of effort of the employee and treatment. A "release of information" authorization will be signed by the employee. In the event that reasonable rate of attendance and maintenance are not evidenced, upon prior notification to the Union, the three (3) month grace period will immediately cease and the employee will be subject to normal disciplinary measures. If after the three (3) month period, the problems with job performance are not rectified, in the opinion of the Employer, the employee will be subject to normal disciplinary measures.
- B. Any cost associated with the EARP shall be borne by either the employee's insurance, if such coverage is provided, or by the employee.
- C. Employees are encouraged to use the EARP, but should they use a medical provider other than one as designated by the Employer, the employee must notify the Employer of the identity of said provider. The Employer reserves the right to designate a specific provider for initial assessment purposes only, when the Employer initiates the referral.

ARTICLE 14: SENIORITY (Probationary Employees)

- A. New employees hired in the unit shall be considered as probationary employees for the first one hundred twenty (120) working days of their employment. The one hundred

twenty (120) working days' probationary period shall be accumulated within not more than one hundred seventy-five (175) calendar days. When an employee finishes the probationary period by accumulating one hundred twenty (120) working days of employment within not more than one hundred seventy-five (175) calendar days, he shall be entered on the seniority list of the unit and shall rank for seniority from the date one hundred twenty (120) working days prior to the day he completes the probationary period. There shall be no seniority among probationary employees. The layoff of a probationary employee is decreed as termination with no obligation on the Employer to re-employ such employee.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and discharge or discipline for Union activity. However, the Union shall not represent probationary employees for discharge or discipline related to nonunion activity.
- C. Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire. However, department seniority shall prevail in the layoff and recall of employees. An employee so laid off shall have the right to bump into another department, excluding the Wastewater Department, based upon seniority and the ability to perform the work of the new department without necessity of training or license. Said employee shall assume the wage rate of the applicable wage grade within the classification assumed. The affected employee shall have the right to accept layoff in lieu of bumping rights. Employees hired on a temporary basis will be laid off prior to any seniority employee. Temporary employees will have no bumping rights.
- D. For the purpose of vacant or new positions within the Wastewater Department, members of the bargaining unit who meet the qualification requirements at the time of the vacancy or new position shall be given the opportunity to transfer on the basis of seniority. In the event no bargaining unit employee meets the qualifications, the Employer may hire qualified persons from outside the bargaining unit to fill the vacancy or new positions.

ARTICLE 15: ROTATION FOR CALL-OUTS

- A. Call-outs within the Wastewater Department shall first go to employees within the Wastewater Department and be rotated within that unit. If no other Wastewater Department employees are available for any given call-out, then other employees within the unit shall be assigned and shall receive pay commensurate with Operator 3 classification.
- B. The Employer shall have the right to assign employees to temporary duties within the bargaining unit. For assignments other than the Wastewater Department, if any employee is assigned to substitute for an employee in a higher paid job classification

who is on formal leave of absence or is on vacation for a period of five (5) consecutive days or more, then the employee will be entitled to the higher rate during the above period of assignment.

- C. An employee called out to perform Street Department call-out work will complete all such work and any additional Street Department call-out work prior to being released to return home. Once released and then called back to perform additional Street Department call-out work (outside regular shift), such will be treated as a separate call-in event and compensated accordingly. Employees called out to perform Wastewater Department work will only have to complete the job called out for and the employee is then free to return home.

ARTICLE 16: SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will keep the seniority list up to date at all times, and will post one (1) current seniority list in the garage.

ARTICLE 17: LOSS OF SENIORITY

An employee shall lose his seniority and be terminated for the following reasons only:

- A. He quits.
- B. He is discharged, and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. He is absent for two (2) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and that his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. In appropriate emergency cases relating to such absences exceptions may be made by the Employer.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure, the Employer can request written verification or proof of the reason for failure to timely report and make exceptions if said verification or proof is reasonable.

- E. Return from sick leave and leaves of absence will be treated the same as (c) above. Written verification can be requested by the Employer relative to untimely return to work from leaves of absence, including sick leaves.
- F. Layoff for a period equal to length of seniority accumulated by the employee to the date of layoff.
- G. Retirement.
- H. Settlement with employee for total disability.

ARTICLE 18: SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within respective departments.

ARTICLE 19: SENIORITY OF OFFICERS AND STEWARDS

Notwithstanding their position on the seniority list, the Chapter-Chairperson and Steward of the local unit shall, in the event of layoff only, be continued at work at all times provided they can perform any of the work available.

ARTICLE 20: SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 21: LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force due to a decrease of work or decrease in available operating funds.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory:

All probationary, temporary or part-time employees will be laid off prior to the layoff of any seniority employee. Seniority employees will be laid off according to seniority as defined in Articles 14(c) and 19. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for special conference and, if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).

- C. Employees to be laid off for an indefinite period of time will have at least three (3) working days notice of layoff. The Chapter-Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 22: RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Articles 14(c) and 19. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If the employee fails to report for work within three (3) days from date of mailing of notice of recall, he shall be considered a "quit".

ARTICLE 23: TRANSFERS OUTSIDE UNIT

If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he shall have seniority equal to seniority accrued to the time of transfer out of the unit plus allowed continued accrual of up to one (1) year while out of the unit, at which point total seniority is frozen. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

ARTICLE 24: VETERANS

The rights of veterans will be in accord with then pertaining applicable laws and regulations.

ARTICLE 25: LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence for reasonable periods, not to exceed one (1) year or length of service, which ever is less, will be granted without loss of seniority for the following:
1. Serving in any elected position (public or union).
 2. Maternity leave.
 3. Prolonged illness in immediate family. Such leave may be extended for like cause.
- B. During the period of absence the employee shall not engage in any gainful employment not engaged in prior to and at the time the leave of absence was granted. Failure to comply with this provision shall result in complete loss of seniority rights and/or discharge for the employee involved.

- C. Education leaves may be granted, at the discretion of the City, to allow an employee with three (3) years seniority or more to attend educational classes directly related to his job or another position. Education leave, if granted, must be taken in semester or term increments (not partial work day or weeks). The maximum educational leave, inclusive of all semesters or terms, is one (1) year.
- D. Personal leaves may be granted, at the discretion of the City, up to a maximum period of three (3) months to an employee with three (3) years seniority or more. No seniority will accrue during any such leave period.

ARTICLE 26: LEAVE FOR UNION BUSINESS

- A. Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter; and upon their return shall be re-employed at work with accumulated seniority.
- B. Members of the Union elected to attend a function of the Union, such as conventions and/or conferences shall do so without pay.

ARTICLE 27: SICK LEAVE

- A. All members covered by this Agreement, except Jon Coultres and Ed Jasinski, shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with seventy (70) days maximum accumulation. Jon Coultres shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with 739.5 hours maximum accumulation allowed. Ed Jasinski shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year, with 703.5 hours maximum accumulation allowed. All unused sick days will be paid at the straight-time prevailing rate upon severance of employment with the Employer; upon death of an employee, at the prevailing straight-time rate to the employee's beneficiary and annually as follows:
 - 1. 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:
 - a. Accrue and save all of that year's unused sick leave days, if any.
 - b. Be paid at his then prevailing straight-time rate for the unused sick leave days, if any.

- c. Apportion between saving and receiving payment relative to the accrued unused sick leave days.
- B. No unused sick leave days shall be accrued and saved beyond the maximum accumulation of seventy (70) days. All such overage will be automatically paid out at the particular employee's straight-time rate.
- C. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all fringe benefits referred to in this Agreement, and will be construed as days worked specifically.
- D. Two (2) personal leave days a year may be granted. These days are to be deducted from sick leave accumulation.
- E. All employees employed after July 1, 1983 who thereafter are terminated for cause shall forfeit accrued sick leave days. Such employees who resign shall be paid 25% of accrued sick days at time of resignation.
- F. When an employee finds it necessary to be absent for any reason he/she must call in unless extenuating circumstances would prevent such.

ARTICLE 28: FUNERAL LEAVE

An employee shall be allowed up to three (3) consecutive working days, including the day of funeral, as funeral leave days for a death in the immediate family. The "immediate family" is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, or a dependent, including foster children in the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave. The local Union President or his representative shall be allowed one (1) funeral leave day, with pay, in the event of the death of a member of the Union who is a fellow employee or a member of the unit, for the exclusive purpose of attending the funeral.

ARTICLE 29: WORK WEEK AND HOURS

- A. The regular work week shall be Monday through Friday.
- B. Employees may take a ten (10) minute coffee break in the a.m. and also in the p.m. of their work shift.
- C. An employee reporting for overtime duty shall be guaranteed at least three (3) hours pay at the rate of time and one-half.

ARTICLE 30: PREMIUM AND OVERTIME PAY, COMPENSATORY TIME OFF

A. Time and one-half will be paid as follows:

1. For all hours over eight (8) in one day.
2. For hours in excess of forty (40) hours in one week.

B. Double time will be paid for all hours worked on Sunday.

C. For the purpose of computing vacation and overtime, holidays and paid sick leave will be considered as hours worked.

D. There shall be no pyramiding or compounding of any overtime or premium pay.

E. 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, with the exception that comp time will be added at a rate of two hours for each hour of overtime compensation earned on Sundays.

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.

F. An employee paid under one provision of this Agreement shall not be paid under another.

ARTICLE 31: HOLIDAY PROVISIONS

A. The paid holidays designated by contract are:

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day (July 4), Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, day before Christmas Day, Christmas Day, day before New Year's Day.

B. To qualify for holiday pay, the employee must work the scheduled hours of either the day before or after the holiday or the day the holiday is celebrated.

- C. Employees will be paid their current rate, based on an eight (8) hour day, for said holidays.
- D. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- E. An employee who performs work on a holiday designated in this Agreement shall receive time and one-half rate for all hours worked in addition to his holiday pay.

ARTICLE 32: VACATION ELIGIBILITY AND PAY

- A. An employee will earn credits toward vacation with pay in accordance with the following schedule:

Years of Service Completed	Vacation Hours Earned Per Month
Start	3.33
1-2	6.66
3-5	7.33
6	8.00
7	8.66
8	9.33
9	10.00
10-11	11.33
12	12.00
13	12.66
14	13.33
15-16	14.00
17-18	14.67
19	16.67

B. Employees will receive vacation pay based upon the following schedule:

Hours Worked Per Month	Vacation Pay at Straight Time Wages
141	100%
133 to 141	90%
125 to 133	80%
116 to 125	70%
108 to 116	60%
75 to 108	50%
0 to 75	0%

C. Hours worked include holidays, vacations, funeral leave, as well as sick days used, pursuant to the provisions of Article 30 of this contract, but do not include other leaves of absence, including worker's compensation leaves.

ARTICLE 33: VACATION PERIOD

- A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficiency of the operation of the department concerned. Employees are required to give the employer thirty (30) days notice relative to requested vacation time.
- B. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- F. Effective July 1, 1995 through June 30, 1996, the Employee may not accumulate more than two years credit of vacation. 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.

- G. If an employee is laid off or retired, he will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation.

ARTICLE 34: PAY ADVANCE

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

ARTICLE 35: UNION BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- A. Notice of recreational and social events.
- B. Notice of elections.
- C. Notice of results of elections.
- D. Notice of meetings.

ARTICLE 36: RATES FOR NEW JOBS

- A. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing the classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.
- B. Unless otherwise noted herein, in the event of a newly-created position or vacancy, the most senior qualified employee within the particular department where the vacancy or newly-created position occurs, shall be given priority. In the event no qualified person within the department applies, the position shall be given to the most senior qualified employee who applies within the bargaining unit. All vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least three (3) work days prior to filling such vacancy or newly-created position. In the event no one within the bargaining unit applies or does not meet minimum qualifications, the position may be awarded without regard to seniority or bargaining unit. Whether or not a particular employee is qualified shall be based upon the qualifications set forth elsewhere in this Contract as well as the reasonable standards and qualification policies established by the Employer.

ARTICLE 37: JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for the duration of the jury duty.

ARTICLE 38: SAFETY COMMITTEE

A Safety Committee of employees and Employer representatives is hereby established. This committee will be composed of the Chapter-Chairperson and the Steward of the unit, and a designated Employer representative. The committee shall meet at least once every two (2) months during the daytime working hours for the purpose of making recommendations to the Employer. Either the Chapter-Chairperson or the Steward will meet with the designated Employer representative.

ARTICLE 39: EQUALIZATION OF OVERTIME HOURS

Overtime hours shall be divided as equally as possible among all employees. A roster will be prepared by the City Manager wherein he shall distribute overtime in a fair manner and keep same posted on the bulletin board of the departments.

ARTICLE 40: HOSPITALIZATION, MEDICAL COVERAGE, LIFE INSURANCE AND LONG TERM DISABILITY INSURANCE

- A. The Employer agrees to pay the full premium for hospitalization and medical coverage for the employee, his/her spouse, and his/her dependent children up to the age of nineteen.
- B. The medical plan will be Blue Cross and Blue Shield comprehensive/Semi MUFI, D45NM, ML, FAE-RC, FC, SD, XF, Master Medical Option I with predetermination program.
- C. Effective July 1, 1993 the Employer will provide Blue Cross Dental 20/20/20/\$1,000.
- D. Effective July 1, 1995 the Employer will provide Blue Cross and Blue Shield of Michigan vision insurance.
- E. Effective July 1, 1994 the Employer will deposit in each employee's deferred compensation account one percent (1%) of that portion of gross wages which are also subject to MERS retirement benefits. Effective July 1, 1996 the Employer will deposit in each employee's deferred compensation account two percent (2%) of that portion of gross wages which are also subject to MERS retirement benefits. This deferred compensation is to be utilized by employee after retirement toward health care cost.

- F. Effective date of coverage for new employees will be in accord with Blue Cross and Blue Shield provisions.
- G. The Employer agrees to pay the full premium of term life insurance plan for each regular employee, while employed, face value of which shall be \$25,000 including AD & D.
- H. The Employer agrees to pay the full premium for long term disability insurance for each regular employee, while employed.
- I. The Employer reserves the right to select and/or change all insurance carriers provided the present level of benefits is not reduced.

ARTICLE 41: WORKER'S COMPENSATION

Each employee will be covered by the applicable Worker's Compensation Laws, and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, for one (1) year after date of each new injury, an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his regular net weekly income, based on a forty (40) hour work week.

ARTICLE 42: APPENDIXES

The following appendixes are incorporated and made a part of this Agreement:

- Appendix A: Pension
- Appendix B: Wages and Classifications
- Appendix C: Uniforms
- Appendix D: Subcontracting
- Appendix E: Work Performed by Supervisors
- Appendix F: Management Responsibilities
- Appendix G: Equipment, Accidents and Reports
- Appendix H: Strikes and Lock-outs
- Appendix I: Premium Pay
- Appendix J: Residency Policy
- Appendix K: Part-Time and Temporary Employees
- Appendix L: Fringe Benefits - General
- Appendix M: Management Rights
- Appendix N: Indemnification - Union Security
- Appendix O: Wastewater Department Qualifications and Training
- Appendix P: Health Insurance for Retirees

ARTICLE 43: TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1998.

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If either party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

- B. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 44: EFFECTIVE DATE

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 EMPLOYER:

CITY OF GAYLORD

Witnesses:

Kathy Franckowski

By:

Michael Cruz

Its:

City Clerk

Karen M Clark

FOR THE UNION:

City of Gaylord Employees Local #1534
and MI Council #25, affiliated with
American Federation of State, County and
Municipal Employees, AFL-CIO

Witnesses:

William E. Hall

By:

Leonard J. Diefenhaus

Its:

Council's Staff Representatives

Edward A. Jasinski

Appendix A

Pensions:

All eligible employees will be covered by the Municipal Employees' Retirement System (MERS) B-3 base program and F-55 with twenty-five (25) years. The Employer shall be responsible for paying the Employee's share of MERS.

Appendix B

Wages and Classifications:

A. The following wages are effective July 1, 1995:

Classification	Start	1 Year	18 Months
Street Department	\$9.40	\$10.67	\$11.94
Mechanic	\$9.59	\$11.29	\$12.99
Water Department	\$9.77	\$10.98	\$13.20
Wastewater Department			
A. Trainee/New Hire	\$9.40	\$9.62	\$9.84
B. Operator 3	\$9.52	\$10.80	\$12.07
C. Operator 2	X	X	\$12.57
D. Operator 1	X	X	\$14.14

B. The following wages are effective July 1, 1996:

Classification	Start	1 Year	18 Months
Street Department	\$9.59	\$10.88	\$12.18
Mechanic	\$9.78	\$11.52	\$13.25
Water Department	\$9.97	\$11.20	\$13.46
Wastewater Department			
A. Trainee/New Hire	\$9.59	\$9.81	\$10.04
B. Operator 3	\$9.71	\$11.02	\$12.31
C. Operator 2	X	X	\$12.82
D. Operator 1	X	X	\$14.42

C. The following wages are effective July 1, 1997:

Classification	Start	1 Year	18 Months
Street Department	\$9.78	\$11.10	\$12.42
Mechanic	\$9.98	\$11.75	\$13.52
Water Department	\$10.17	\$11.42	\$13.73
Wastewater Department			
A. Trainee/New Hire	\$9.78	\$10.01	\$10.24
B. Operator 3	\$9.90	\$11.24	\$12.56
C. Operator 2	X	X	\$13.08
D. Operator 1	X	X	\$14.71

- D. The City Manager has the right to waive waiting requirements of wage classifications.
- E. Working Foreman: The most qualified employee will be assigned to the position and will receive a minimum of four (4%) percent of base pay above regular straight time rate.
- F. The mechanic will receive \$35.00 per month to be used as a tool allowance.

Appendix C

Uniforms:

The City shall pay the full cost of uniforms for all employees of the bargaining unit, and any employee who willfully refuses to wear the uniform may be subject to disciplinary action. The Employer shall provide a \$100 boot allowance at the commencement of each fiscal year. Safety shoes must be worn during all working hours. Failure to wear the shoes will result in discipline.

Appendix D

Subcontracting:

The City retains the right to subcontract work. However, the City will not subcontract work currently performed by bargaining unit employees if it would result in the direct layoff of any current unit employee employed within the specific job classification involved.

Appendix E

Work Performed by Supervisors:

Supervisory employees shall not be permitted to perform work within the bargaining unit except in the case of an emergency arising out of an unforeseen circumstance which calls for immediate action, and the instruction or training of employees, including demonstrating the proper methods to accomplish the task assigned. Further, the Wastewater Department Superintendent shall be permitted to perform Wastewater Department work limited to the confines of the Wastewater Treatment Plant and lift stations.

Appendix F

Management Responsibilities:

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any City official, or to in any way abridge or reduce such authority; but this Agreement shall be construed as requiring the said City officials to follow the procedures and policies prescribed herein to the extent they are applicable in the exercise of the authority conferred upon them by law.

Appendix G

Equipment, Accident, and Reports:

The Employer will not require employees to take out on the streets or highways any vehicle that is not in safe operating condition. Any employee involved in an accident during working hours, or while operating a vehicle owned by the Employer, shall immediately report the accident and any physical injuries sustained. The employee, before starting his next work day, 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 accident. Failure to comply with this provision may subject such employee to disciplinary action by the Employer.

A valid CDL license shall be a condition of employment for all employees who may be required to operate any truck, heavy equipment or motor vehicle. The Employer agrees to pay the difference between the cost of the CDL license and the standard driver's license to each employee who is required to have same, and shall be paid to an employee at the time of renewal.

Appendix H

Strikes and Lock-outs:

No lock-out of employees shall be instituted by the Employer during the term of this Agreement. No strikes, slowdowns, work stoppages or equipment tie-ups of any kind shall be caused or sanctioned by the Union during the term of this Agreement. Employees, however, will not be required to cross picket lines.

Appendix I

Premium Pay:

Employees required to work between the hours of 3:30 p.m. and 7:00 a.m. on a regular shift will be paid an hourly shift premium of thirty cents (30¢). The foreman of a regular shift scheduled between the hours of 3:30 p.m. and 7:00 a.m. will be paid an hourly shift premium of forty-five cents (45¢).

Appendix J

Residency Policy:

As a condition of employment to work for the City of Gaylord, employees are required to live within a 15 mile radius of the City limits of Gaylord.

Appendix K

Part-Time and Temporary Employees:

- A. An employee will be considered part-time if his work schedule is thirty (30) hours or less per week.
- B. Employees designated as part-time will not be eligible for sick leave or holiday benefits.
- C. Temporary employees receive no fringe benefits under the contract. A temporary employee is defined as an employee who works no more than four (4) months in any one calendar year.

Appendix L

Fringe Benefits - General:

- A. Even if not indicated elsewhere in the contract, employees covered by this Agreement become eligible for contract fringe benefits upon acquiring seniority and subject to the other terms of the contract.
- B. The Employer will continue to pay health insurance premiums for laid-off employees for a period of three (3) months from date of layoff.
- C. Employees on leave of absence can arrange with the Employer for continued insurance coverage by payment to the Employer of applicable premiums. Future retirees can likewise arrange for continued insurance coverage subject to the provisions of the applicable policies and by prepaying premiums monthly.

Appendix M

Management Rights:

The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively in the Employer. Accordingly, the City, by way of example but not limitation, shall have the right to determine the extent of operations at all plants; to continue, abandon, alter or replace present or future equipment or facilities and to add equipment, machinery, plants or facilities. The City shall have the right to direct the working force, including, among other things, the right to hire, transfer, promote, lay off, discharge and discipline employees; to make reasonable rules for safety, efficiency and discipline for the protection of employees, plants and equipment, subject only to such limitations as are specifically contained herein.

Appendix N

Indemnification - Union Security:

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including the fees of legal counsel retained by the Employer to defend any claim arising out of or with regard to Articles 3 and 4 of the Collective Bargaining Agreement entitled "Union Security" and "Dues and Fees Check-off", respectively. This clause is not limited in any manner by any other provision of the Collective Bargaining Agreement.

Appendix O

Wastewater Department Qualifications and Training:

A Trainee/New Hire needs no particular training or experience in wastewater work.

Operator 3 requires completion of Volume 1 of the Sacramento Course Study and six (6) months experience.

Operator 2 requires completion of Volumes 1 and 2 of the Sacramento course Study plus a "D" license.

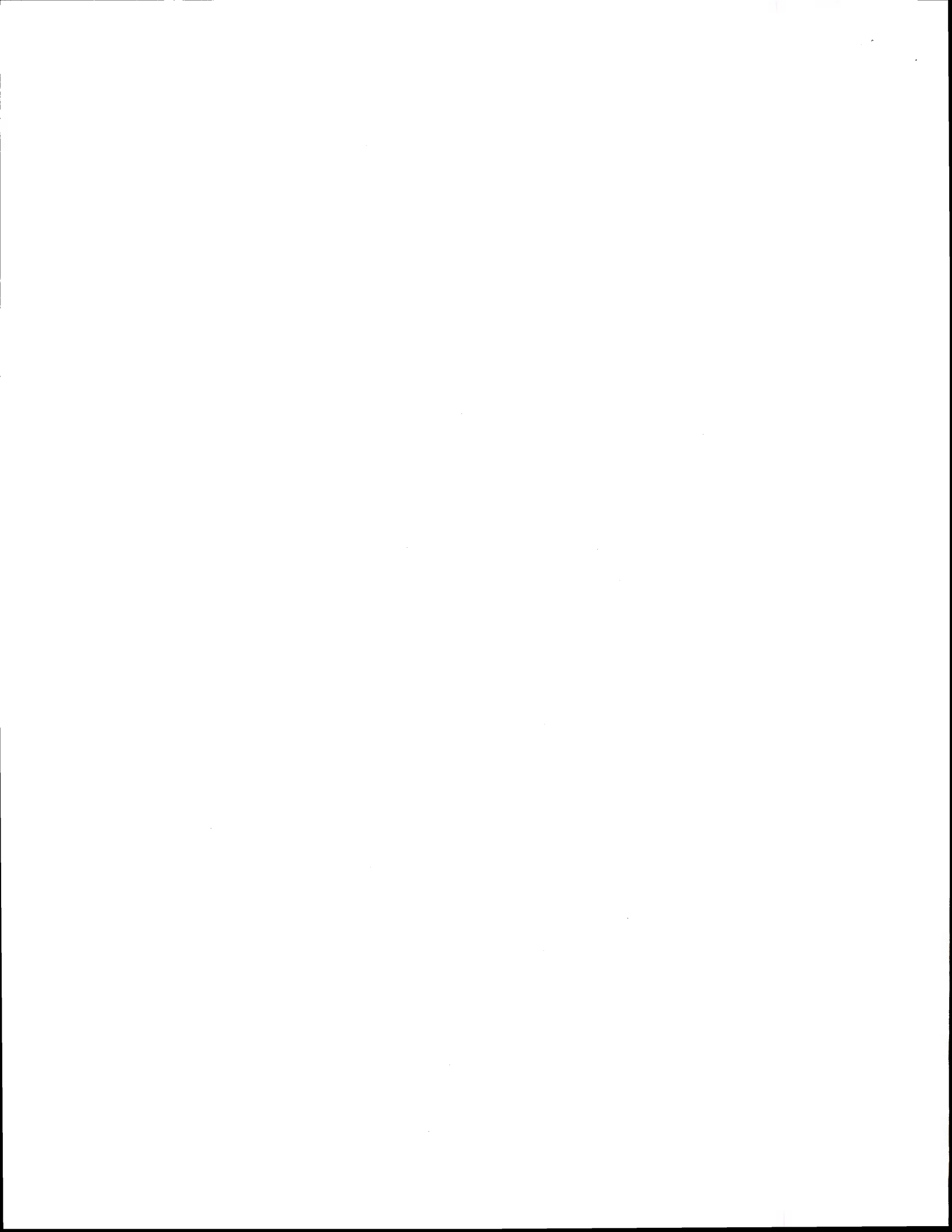
Operator 1 requires completion of Volumes 1 and 2 of the Sacramento course Study plus a "C" license.

Only one (1) Operator 1 position will be available at any point in time. Employer will bear the cost of employees' Sacramento Courses, but any course work must be completed upon employee's own time.

Appendix P

Renegotiate Health Insurance for Retirees:

It is agreed by both the Employer and the Union that beginning March 1, 1996, the issue of paid Blue Cross and Blue Shield health insurance for retirees will be renegotiated.



Addendum to
Agreement Between City of Gaylord
and City of Gaylord Employees Local #1534
and Michigan Council #25 Affiliated with AFSCME, AFL-CIO
for July 1, 1995 through June 30, 1998

- *Delete:* Appendix P (page 29).

- *Delete:* Article 40. E (page 18). (See Article 40.1, B. below.)

■ *Add:*

ARTICLE 40.1: CONTINUATION OF HEALTH CARE COVERAGE UPON
RETIREMENT

A. Group health insurance coverage:

1. An employee retiring from City of Gaylord employment and his or her spouse at the time of retirement will be eligible to continue with group health insurance coverage provided the employee:
 - a. Has fifteen (15) or more years of credited service with the City of Gaylord and the City of Gaylord's Municipal Employees Retirement System pension program; and
 - b. At the time of retirement from the City of Gaylord, has attained fifty (50) or more years of age; and
 - c. Is a member of the City's group health insurance plan on the date of retirement; and
 - d. Has made proper application prior to retirement; and
 - e. Agrees to participate in the employee's share program as outlined in Table A.

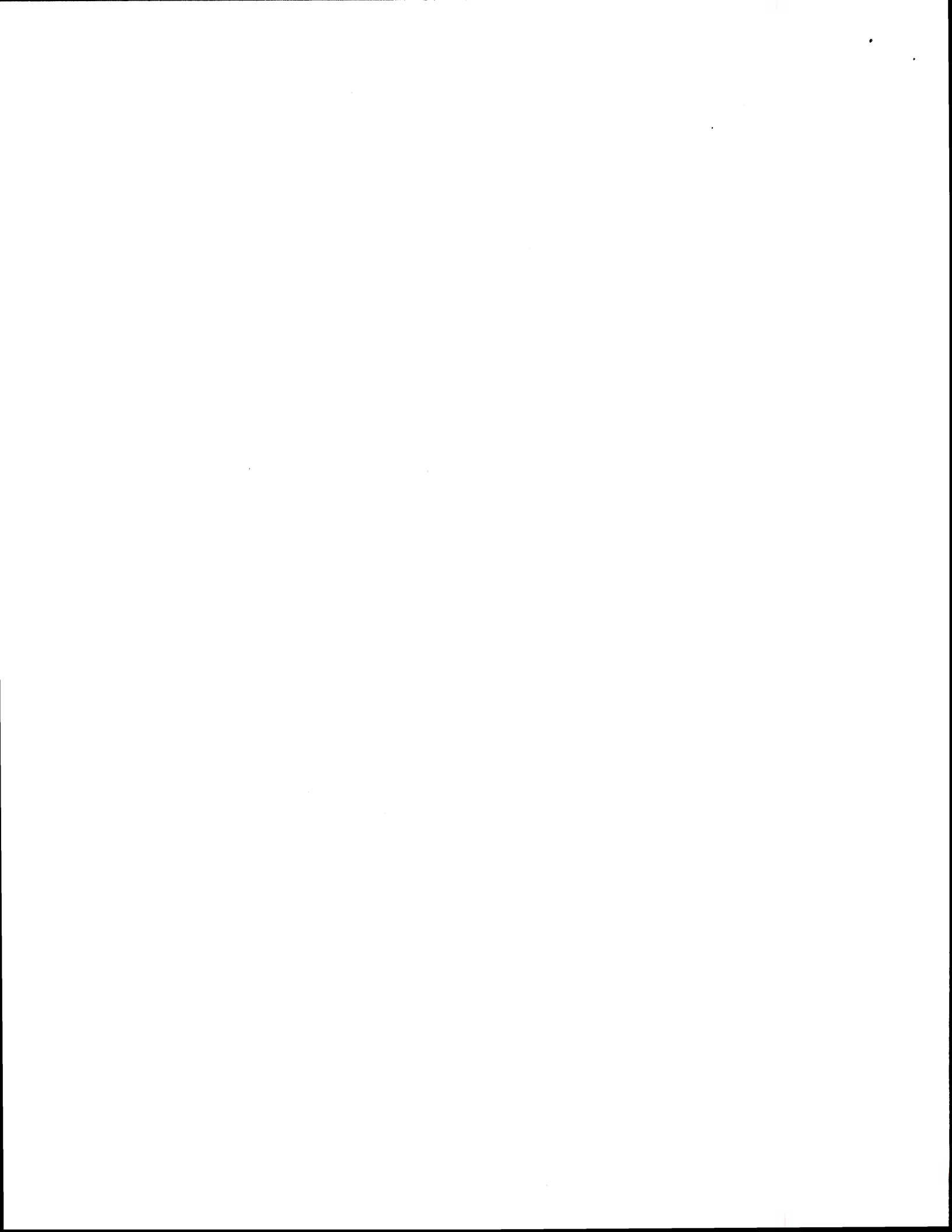
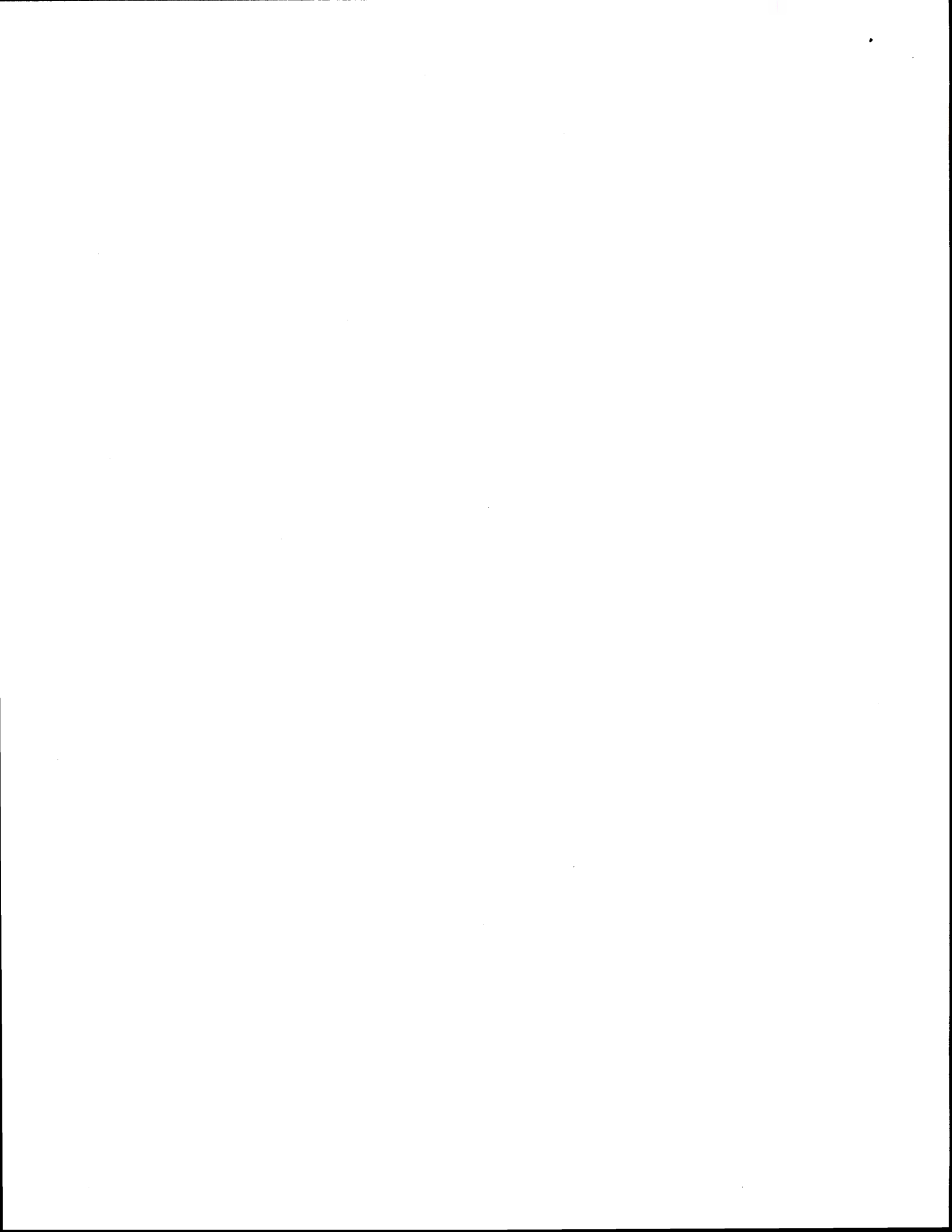


TABLE A		
Full-time Years of Service	Employer Portion of Monthly Premium	Retiree Portion of Monthly Premium
15 or more	\$205 or premium cost if less than \$205	Premium cost less employer portion

2. At the employee's option, he or she may purchase insurance for non-covered eligible dependents at group rates.
3. Negotiated increases in Employer share would also affect participating retirees.
4. Participation in the City's Group Health Insurance Coverage will terminate upon the earliest of:
 - a. Termination of health insurance coverage for active employees; or
 - b. Coverage of the retiree by a group health plan that is not maintained by the City;
 - c. Non payment of any required retiree contributions to the City; or
 - d. Death of the individual receiving benefits under the plan.

B. Deferred Compensation:

1. Each payday the Employer will contribute an amount equal to 2.5% of the employee's gross wages to the employee's deferred compensation account provided that:
 - a. The employee's gross wages are also subject to MERS retirement benefits; and

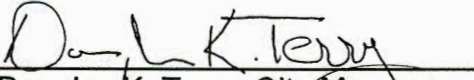


- b. The employee also contributes to his or her deferred compensation account for that particular payday.
2. The Employer's contribution to the deferred compensation account is intended to be utilized by the employee to offset retirement health care costs.

This Addendum shall be attached to and become a part of the current collective bargaining agreement between the parties.

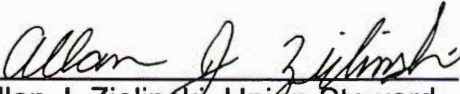
Dated this 13th day of November, in the year 1996.

FOR THE EMPLOYER
CITY OF GAYLORD:



Douglas K. Terry, City Manager

FOR THE UNION
City of Gaylord Employees Local #1534 and MI Council #25, affiliated with
American Federation of State, County and Municipal Employees, AFL-CIO



Allan J. Zielinski, Union Steward

